



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/2023-24/60

Date – 16.11.23

SHORT TENDER NOTICE

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

1 - Name of Work - Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam.

2- Estimated Cost of work – **Rs. 49.98 Lakhs**

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. 50,000/-

5-Date and Time of start of Tender Submission –06/11/2023

6-Last Date and Time of Tender Submission –20.11.2023 at 05.30 PM.

7-Date and Time of Tender Opening – 20.11.2023 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



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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 fulfilment of eligibility criteria by them.
- 4- NCCF shall terminate the empanelment of a Business Associate if they have competed against NCCF in any bid either individually, as a partner or in a Joint Venture.
- 5-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 – 16.11.23.

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

FOR OFFICE USE ONLY

B1 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**

**SUPERINTENDING ENGINEER
RATNAGIRI IRRIGATION CIRCLE, KUWARBAV RATNAGIRI**

TENDER DOCUMENTS

Name of work: - Gadnadi Medium Irrigation project
Tal: Sangameshwar Dist: Ratanagiri
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 Gadnadi Dam.

VOLUME- I,II,III

FORM B -1

EXECUTIVE ENGINEER

IRRIGATION PROJECT CONSTRUCTION

DIVISION, CHIPLUN

INDEX

Name of work: - Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam.

Sr.No	Particulars	Page No	
		From	To
	VOLUME – I		
1	Press Notice	3	8
2	Detailed Tender Notice & Information & instruction for Tender.	9	44
3	Schedule 'A'	46	48
4	Schedule 'B'	49	63
5	Schedule 'C'	64	74
6	Month wise work program	75	84
7	Physical and financial Statement	85	100
8	Eligibility Criteria for Post Qualification of Tender	101	106
9	Conditions of Contract	107	156
10	Special conditions of contract	157	202
	VOLUME – II		
11	Additional general conditions & Item Wise Specifications	203	219
	VOLUME – III		
12	Drawings	220	221

VOLUME - I

(1)

**PRESS TENDER
NOTICE**

Government of Maharashtra
Water Resources Department
 Irrigation Project Construction Division, Chiplun
 Parent Portal: <http://mahatenders.gov.in>

E-Tender Notice No. 07 for 2023-24

Online electronic bids in B-1 form for the below mentioned works is invited by Executive Engineer, Irrigation Project Construction Division, Chiplun Dist. Ratnagiri from the experienced contractors of similar type of technical works. The blank B-I tender Document is available on above Website. Period **06/11/2023 to 22/11/2023**

Sr No	Name of work	Estimated cost (in Lakhs)	E.M.D. (in Rs.)	Time limit for completion	Cost of Blank Tender form Including GST (Non-Refundable)
1.	Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam.	49.98	50,000/-	6 Months	2,360

- All interested and qualified bidder/contractors are requested to use e-tender website <http://mahatenders.gov.in> for e-tendering in the tender process and for downloading tender papers.
- Blank tender form fee & Earnest money Deposit (EMD) shall be deposited or transferred through online payment gateway under e-tendering process for bidder. Tender fee is non-refundable. Payment should be made from contractor's own Bank account.

Contractor

No. of Corrections

Executive Engineer

3. For any queries regarding e-tender process please contact N.I.C. helpdesk. (24x7) Toll free Number 1800-30702232.
4. No changes are to be made by the contractor in the tender documents published on the website. If any changes are made in the tender documents tender will be rejected & action accordingly will be taken against the contractor. Information published on the government website will be final.
5. All rights are reserved to reject any or all tenders without assigning any reason by the competent authority.
6. All the participating bidders or any authorized person from the bidding company /organization must present in this office on the date of technical and financial opening of the tender. If the participating bidders are not present for opening of tender, their complaints will not be entertained after opening the tender.
7. Special Note:
 - 1) The Contractor should note that estimate rates are excluding GST, hence while quoting rate he should take into consideration that extra claim towards GST 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 dated 11/09/2017 should also be applicable)
 - 2) The Contractor shall register under GST.
8. Geo-tagging should be submitted by contractor in Envelope No.1, without this tender will not be valid for further action. Period of Geo-tagging is 15/11/2023 to 21/11/2023

Executive Engineer,
Irrigation Project Construction Division,
Chiplun

Government of Maharashtra
Water Resources Department
Irrigation Project Construction Division, Chiplun
Parent Portal: <http://mahatenders.gov.in>
E-Tender Notice No. 07 for 2023-24

Schedule of Bid: - Time schedule for the bidding process shall be as under.

Sr. No.	WRD stage	Contractor stage	Start Date & Time	Expiry Date & Time
1	Publication of e-tender		06/11/2023 12.00	22/11/2023 5.45
2		Main tender document purchase	06/11/2023 12.00	22/11/2023 5.45
3		Bid submission	06/11/2023 12.00	22/11/2023 5.45
4	Geo-Tagging		15/11/2023 11.00 (if possible)	21/11/2023 5.45 (if possible)
5	Opening of Technical bid & evaluation if possible		24/11/2023 11.00 (if possible)	24/11/2023 5.45 (if possible)
6	Opening of financial bid & evaluation if possible		28/11/2023 11.00 (if possible)	28/11/2023 5.45 (if possible)

Executive Engineer,
Irrigation Project Construction Division,
Chiplun

Contractor

No. of Corrections

Executive Engineer

महाराष्ट्र शासन
जलसंपदा विभाग
पाटबंधारे प्रकल्प बांधकाम विभाग, चिपळूण
Parent Portal: <http://mahatenders.gov.in>

ई-निविदा सूचना क्रमांक 07 सन 2023-24

कार्यकारी अभियंता, पाटबंधारे प्रकल्प बांधकाम विभाग, चिपळूण ता. चिपळूण जि. रत्नागिरी हे खालील कामासाठी संपूर्ण इ-निविदा प्रणालीद्वारे इ-निविदा मागवीत आहेत. ई-निविदा संचालन 06/11/2023 पासून 22/11/2023 पर्यंत.

अ. क्र.	कामाचे नाव	अंदाजीत किंमत रुपये (लक्ष)	इसारा रक्कम रुपये	काम पूर्ण करण्याचा कालावधी	कंत्राटदारचा नोंदनीचा वर्ग
1.	पाटबंधारे प्रकल्प बांधकाम विभाग, चिपळूण ता. चिपळूण जि. रत्नागिरी हे खालील कामासाठी संपूर्ण इ-निविदा प्रणालीद्वारे इ-निविदा मागवीत आहेत. ई-निविदा संचालन 06/11/2023 पासून 22/11/2023 पर्यंत.	49.98	50,000/-	6 महिने	2360/-

- सर्व पात्र /इच्छुक निविदाकारांनी कोरी ई-निविदा डाऊनलोड करण्यासाठी व ई-निविदा प्रक्रियेत भाग घेण्यासाठी इ-निविदा प्रणालीच्या <http://mahatenders.gov.in> या संकेतस्थळाचा वापर करावा.

VOLUME - I

(2)

SECTION - I

DETAILED TENDER

NOTICE

INFORMATION &

INSTRUCTIONS

FOR TENDERERS

**GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT
DETAILED TENDER NOTICE**

1. INVITATION:

- 1.1** Online digitally signed tenders in B-1 form are invited from experienced contractors in similar type of works for the work of **Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam**
- 1.2** Details of work are as under :

- 1.2.1** Name of work : **Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam.**
- 1.2.2** Estimated Cost : **Rs. 49,97,926.13**
- 1.2.3** Earnest Money (EMD) : **Rs . 50,000.00/-**
(Additional EMD) : **As per rule**
- 1.2.4** Performance security deposit
Security Deposit :
(2% of the accepted tender cost)
- a) Initial : **1% of the accepted tender cost. If percentage rate is below security deposit to be taken as estimated rates.**
- b) From R.A. Bill : **1% of the accepted tender cost. If percentage rate is below security deposit to be taken as estimated rates.**
(2% of the value of bill at a time)
- 1.2.5** Period of Completion : **06 months (Including Rainy season)**

DETAILED TENDER SCHEDULE

Schedule of Bid: - Time schedule for the bidding process shall be as under.

Seq No.	WRD stage	Contractor stage	Start Date & Time	Expiry Date & Time
1	Publication of e- tender		06/11/2023 12.00	22/11/2023 5.45
2		Main tender document purchase	06/11/2023 12.00	22/11/2023 5.45
3		Bid submission	06/11/2023 12.00	22/11/2023 5.45
4	Geo-Tagging		15/11/2023 11.00 (if possible)	21/11/2023 5.45 (if possible)
5	Opening of Technical bid & evaluation if possible		24/11/2023 11.00 (if possible)	24/11/2023 5.45 (if possible)
6	Opening of financial bid & evaluation if possible		28/11/2023 11.00 (if possible)	28/11/2023 5.45 (if possible)

1.3 Definitions and Interpretation :

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

1.3.1 Government:

Shall mean the “Government of Maharashtra.”

1.3.2 Department:

Shall mean water Resources Department of Government of Maharashtra.

1.3.3 KIDC / Executive Director:

Shall mean the Executive Director, Konkan Irrigation Development Corporation, Thane.

KIDC shall mean the ‘Konkan Irrigation Development Corporation, Thane, acting shall mean the Konkan Irrigation Development Corporation, Thane acting through it’s 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.

1.3.4 Chief Engineer:

Shall mean the Chief Engineer, Water resources Department, Konkan Region, Mumbai.

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

1.3.5 Engineer/Engineer-in-charge:

Shall mean the Executive Engineer in-charge of the works and shall also include the superior officers of the Engineering Departments of the Government i.e. the Superintending Engineer of the respective Circle or the Chief Engineer.

1.3.6 Engineer's Representative:

Shall mean the Sub- Divisional Engineer / Assistant

Executive Engineer/Sub-Divisional Officer/Assistant Engineer (Grade-I), who is in direct charge of the works and shall include any Civil Engineer of the Government.

1.3.7 Competent Authority:

Competent Authority shall mean tender acceptance authority as per M.P.W. manual

1.3.8 Contractor:

Shall mean the person, firm or company who enters into contract with the Government and shall include their executor's, administrators, successors and submitted assignees.

1.3.9 Applicant:

Means individual proprietary firm, firm in partnership, Limited Company, Corporation or group of firms forming a Joint Venture / Consortia, applying to become eligible to tender.

1.3.10 Contract:

Shall mean and include agreement having three volumes as below.

Part-I Tender Documents

Part-II Specifications

Part-III Drawings

Tender document and information / data submitted by contractor.

Common set of conditions

1.3.11 Work:

Work shall mean the work to be executed in accordance with contract & similar type of works means the works executed at remote dam sites in Maharashtra state of same type i.e. work of IoT based/transmission control based data transmission/security monitoring & supervision or remote surveillance systems.

1.3.12 Specifications:

Specifications shall mean the specifications for material and works as specified in Volume-II/Schedule C of the contract.

1.3.13 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.

1.3.14 Drawing:

Shall mean prints of the maps, drawings plans in Volume II of the contract and shall include any modifications of such drawing and

any further drawings as may be issued by the Engineer-in-Charge from time to time.

1.3.15 Website:

Web Site means official web sites for e-tendering having following web addresses. <http://mahatenders.gov.in>

1.3.16 DEFECT(S) LIABILITY PERIOD :

Defect(s) liability period" shall mean period for 12 months from the date of issue of completion certificate or final date of measurement of final bill by Engineer-in-charge. Contractor will be responsible to rectify all the construction / manufacturing defects within above period.

1.3.17 SINGULAR AND PLURAL:

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

1.3.18 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 or construction thereof or the contract.~~

~~PRE BID MEETING~~

~~There will not be pre bid meeting, Contractors can ask their queries regarding terms and conditions of the tender through e tendering system (seek clarification) up to / /2020~~

~~If CSD is not uploaded by the department till the last day of submission of the tender, then contractors should submit tenders to understand that there is no change in the terms and conditions of the tender.~~

2. ADDITIONAL INSTRUCTION OF CONTRACTOR

2.1 INSTRUCTIONS FOR CONTRACTOR FOR BIDDING PROCESS INFORMATION AND INSTRUCTIONS TO APPLICANTS :

2.1 The Online tenders in B-1 forms are invited by the GoM WRD from the experienced contractors with minimum ten (GoM) for the work, details of which are given in this Tender document.

2.2. The Contractor should download Main Tender Document from the website <https://mahatenders.gov.in>

2.3. The Online 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 tender application to be treated as non-responsive.

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

2.5 Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how along with minimum ten work done certificates of similar types of works i.e. works of IoT based data transmission system along with smart intelligent reconnaissance systems or IP based remote surveillance systems from Govt. of Maharashtra WRD to prove capability of the applicant) should be digitally signed by the applicant.

2.6 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 Govt. of Maharashtra , (Hereinafter referred to as GOVT. OF MAHARASHTRA).

2.7 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 GOVT. OF MAHARASHTRA , under any circumstances.

TENDERING PROCEDURE BLANK TENDER FORMS :

Blank Tender forms can be downloaded from the website as stipulated in the Tender notice./ corrigendum.

Tender documents for this work shall be made available on the

Government of Maharashtra website (<http://mahatenders.gov.in>) only to those bidders shall be paid through e-payment gateway available on above mentioned website. The bidder is required to submit the Scanned copy of this Receipt should be uploaded along with duly filled tender Document' failing which the envelope No. 1 of the bidder will not be opened & treated as non-responsive.

Similarly, contractor shall not tamper with or change any matter in the document which are to be submitted by him, online otherwise his / their tender (s) shall be rejected outright and shall be liable for penal action.

However, an undertaking that "If any controversy arises documents on website of Government of Maharashtra <http://mahatenders.gov.in>. Shall be deemed final and binding to contractor and the same shall be part and partial of the tender documents" be Submitted along with the submission of tender.

Also, if contractor could not download drawings reason or other, an under taking that "Tender (contractor) on the basis of drawings (which are tender) pertaining to this work, seen on Government of Maharashtra' If my tender drawings / Tender. Specification before paying online Otherwise his / their liable for penal action. from the web-site for is submitted by me part and partial of the said web-site of is accepted, I will sign initial security deposits with the submission of an issue of work order" be submitted along tender on-line.

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

Blank Tender Forms shall be made available to those contractors as explained in Para above. Payment by Cash or Cheque will not be accepted.

2.2 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 GoM, 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 GoM may be required to furnish satisfactory evidence of its existence before the qualification is awarded

Work done through a joint venture organized by Joint Venture Consortium

For all Civil works of more than Rs. 25 crore, Similarly if there is a combined tender of EPC system of Civil, mechanical and electrical works Joint Venture Consortium can participate in the tender process. Shares of partners should be as per value of civil, mechanical and electrical works of the concerned tender.

It is obligatory to register Joint Venture agency at Government Registrar of Firms as per provisions in Indian Partnership Rule 1932 para 58 or registration as per Limited partnership Act 2008 para 12 at Registrar of companies.

It should be mentioned if the tenderer is proposed to work through an agency established by the Joint Venture. The agency submitted Memorandum of understanding for Joint Venture on stamp paper of Rs. 100 in envelop no. 1. Registration copy of Agency formed by Joint venture submitted by tender within submitting first R. A. Bill compulsory. Perhaps if Agency not submitted Registered Copy of JV within time, Joint Venture formed will automatically cancelled from the tendering procedure. And their EMD will be forfeited and action will be taken as per Water Resources Department G. R. no. 0417/ (pra. kra. 247/17)/mo pra-1 dt. 23/06/2020. And All tenderers included in the agency will be banned to participate jointly or individually in the tender process of Water Resources Department / Corporation under the Water Resources Department for 2 years. In such case if JV is lowest bidder (L-1) then instead of calling new tender chance will be given to Second Lowest (L-2) keeping same Rules & conditions as per L-1.

It is responsibility of agency formed by Joint Venture to obey all provisions made above.

3. REVISION OR AMENDMENT OF THE TENDER DOCUMENTS:

- 3.1** Right is reserved to revise or amend the tender document released on website, prior to time instance specified in time schedule for main tender preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail and by online notice in the e-tendering website as may be considered.
- 3.2** Tenderer shall be presumed to have carefully examined all documents, forms, statements, special conditions, schedules, drawings and specifications of contract and to have fully acquainted himself with all details of the site, his own quarries for rubble, sand, earthwork etc. locations of materials, river and weather characteristics and labour conditions in general and with all the necessary information and data etc. prior to tendering of the work.
- 3.3** The tenderers should see, in particular, the quarry sites and satisfy themselves about the quality and quantity of materials available as the rates quoted will be inclusive of all lead and lifts involved even the materials are required to be brought from areas other than those specified in the quarry, plants etc. for the above work.
- 3.4** The tenderers shall arrange to bring his own material from borrow area such as rubble, boulders, murum, sand, metal and hearting soil etc. from approved quarries. It is necessary for the contractor to obtain the permissions from the revenue department and the other concerned authorities through the Executive Engineer, before moving the materials, pay royalties etc. All quarry fees, royalties, Octroi dues and ground rent for stacking materials, if any, shall be paid by the contractor. No reimbursement will be allowed thereon by the department.

4. MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS:

Main Tender Documents are to be prepared & submitted Online. Also they have to download from web site, fill it completely and upload on web site by scanning & digitally signed wherever necessary.

The detailed step by step procedure for uploading the Main Tender Documents, required Tender papers, Payment of tender fee, and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>.

Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

5. THE CONTRACTOR SHALL SUBMIT DOCUMENTS LISTED BELOW :
TECHNICAL (T1) ENVELOPE NO. 1

~~1) Scanned copy of Certificate in or certified copy thereof as a registered contractor with PWD of Government of Maharashtra in appropriate class. Certificate should be valid on the date of opening. (Only for upto 1.5 crore work cost)~~

2) Copy of payment receipt for tender fee and EMD and proof that Payment is made from contractor's own Bank account.

3) 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.

4) Deed of partnership or Article of Association and Memorandum of Association for limited Company, duly registered, if applicable and certified copy of Power of attorney in case of partnership firm and limited company.

5) Scanned copy of PAN Card.

6) Certificate of Registration under Goods and Service Tax Act

7) Power of Attorney, if necessary.

8) Copy of Certificate of enrolment under The Maharashtra State Tax on profession, trades, callings and employment act 1975. (See rule 3(2) and certificate of enrollment under section (2) or sub-section (2A) of section 5 of Maharashtra State Tax on professions, trades, calling and employment act 1975) from the Professional Tax Officer of the concerned district.

9) The following manpower is required

Sr. No.	Manpower
1	Project manager
2	Technician
3	Supervisors

4	
5	
6	
7	

10)The following machinery is required

Sr. No.	Machinery
1	Laptops
2	Splicing Machine
3	Optical Time Domain Reflect (OTDR Meter)
4	
5	
6	
7	

11) Signed and scanned copy of bond / guarantee of contractor mentioning that above machinery and manpower will make available at the work area during the time of work.

12) Signed and scanned copy of agreement (Appendix J) on Rs. 500/- stamp paper.

13) Rs.100/- Stamp Paper Affidavit for document submitted.

14) Digitally signed duly filled B-1 tender form.

15) Contractor shall submit Geo-Tagging Certificate in Envelope no1

16)Letter of Transmittal and undertaking 1 to 4

17) Post qualification documents fulfilling the eligibility criteria as per the tender condition.

18) Certificate of Acceptance of Tender and Conditions of Tender.

19) Signed and scanned copy of Memorandum of understanding for Joint Venture on Rs. 100/- stamp paper.

Digitally signed duly filled B-1 tender form should be submitted in given slot in envelop no. 1

Contractors should submit all above required documents in the envelop no.1.

In any case, the tender will not be accepted in hard copy from the contractor.

Contractor should certify online that he is agree with the tender and terms and conditions of the tender.

While uploading documents, the contractors should not upload scan copy of tender documents (Tender booklet) in other documents.

The contractors should not upload Any documents with the tender, no evaluation will be done and the tender will be disqualified. Contractor should inspect the project work site and other important work area to verify the scope of work before submitting the tender.

The contractor cannot make a claim for non availability of royalty in sufficient quantity and expected quality, non availability of labour, having to bring materials long distances, non availability of construction materials and similar matters at the field site.

The contractor shall be fully responsible if the contractor documents are found to be falls or forged during the tender process as well as execution of the work. water Resources Department officials will not be responsible.

The contractor shall be fully responsible if at the time of finalization of tender and also during the defect liability period, original tender and subsequent correspondence, contractors payment bills and documents for purchase of materials and other compliance documents, quality test reports ect. are found forged. water Resources Department officials will not be responsible.

If The documents attached with bills submitted by the contractor are found to be false after the commencement of work order, the concerned contractors will be liable to action as per various section of Indian Penal Coad and Information Technology act. 2000.If the works in such tender are at the initial stage, the tender will be cancelled and the contractor will be blacklisted.

The contractors should upload the self evaluation sheet by specifying the information in the self evaluation sheet.

If, during the period of tender evaluation, acceptance, bill payment or after the completion of tender in the period of defect liability or finalization of work, it is found that contractor has submitted false documents, action will be taken as per public works department G. R. no. CAT/2018/pra. kra. 127/ema-2 dt. 28/11/2018.

Also EMD/SD/Add. Performance SD of the contractor will be forfeited and the contractor will be banned to participate in the tender process of water resources department for 3 years.

It to be binding the amount of earnest money to be filled in cash by online system (RTGS / NEFT) through own bank account of the concerned contractor.

All scanned documents required to be submitted on-line as said above, and required original copies shall be kept ready at the time of opening the tender for verification.

Conditional Tenders will not be accepted.

The general experience, machinery details' Bid capacity of the interested contractor will be evaluated and determined on the basis of the necessary requisite information submitted by them In the prescribed Envelope and No.1

Supporting documents issued by competent authority must be uploaded for all information's given in prescribed proforma.

COMMERCIAL (C1) ENVELOPE NO.2 :

The second e- envelope named '**COMMERCIAL (CI) Envelope No.2**' shall contain only the i) BOQ issued by the Department.
ii) CSD

If CSD is not uploaded by the department till the last day of submission of the tender, then contractors should submit tenders to understand that there is no change in the terms and conditions of the tender.

A Tender submitted online without this will be considered as invalid.

CSD and The tenderer should quote his offer in the form of "**Percentage Below or Above**" of estimated cost given in BOQ at appropriate place in the appropriate template in the portal and enclose in Envelope No.2. The Tenderer should not quote his offer anywhere directly or indirectly in Envelope No.1 failing which the Envelope No.2 shall not be opened & his Tender shall stand rejected. The contractor shall quote for the work as per details given in this main tender and This Tender shall be unconditional. Documents as required in Detailed Tender Notice, if applicable, shall also be included.

If offer of the contractor is more below than 10% below of the estimated rate, the concerned contractors should submit detailed information regarding the completion of the work. Also before accepting the tender, the contractor should submit his acceptance in writing.

e-SUBMISSION OF e-TENDER :

The two sealed Envelopes No.1 & 2 viz TECHNICAL (TI) and COMMERCIAL (C1), shall be submitted online by uploading:

The date and time for receipt of envelope containing eTender shall strictly apply in all cases. The Tenderer should ensure that their duly filled e-Tender is properly uploaded & submitted before the stipulated expiry date and time. No delay on account of any cause will be entertained for the late receipt of the Tender. A Tender offered or received after the date and time is over, will either not be accepted or if inadvertently accepted, will not be opened (on-line) and shall be treated as non-responsive. Expiry of digital signature or mismatching of digital signature is the problem of contractor, Department will not entertain such complaints of contractor before or after last date of submission of Bid.

OPENING OF TENDERS :

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

Firstly TECHNICAL (TI) Envelope No.1 will be opened and then after COMMERCIAL (C1) Envelope No.2 will be opened for every bidder.

Only those applicants who satisfy eligibility criteria's will be considered for further evaluation. After opening of Technical (T1) envelop No.1.

6. INSTRUCTIONS FOR SUBMISSION OF ENVELOPE NO.T-1:

Documents to be upload in envelope No.1 should be digitally signed by individual contractor's digital certificate and should confirm to the instructions.

7. INSTRUCTIONS TO BE CONSIDERD WHILE QUOTING TENDER OFFER:

The tenderer should quote his offer in the form of "**Percentage Below or Above**" of estimated cost given in the appropriate template in the portal

The contractor shall quote for the work as per details given in the main tender viz conditions in B-1-form, special conditions of contract, specifications, common set of conditions issued / additional stipulations made by the GoM which will be available at the e-tendering portal from time to time.

8. Technical & financial Bid :

Technical Bid of all the tenderers will be opened online to verify its Contents as per requirements. The tendered shall meet the requirement. If the various requirements as specified are not uploaded or verification of the same do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Financial Bid will not be opened. The decision of tender opening authority is final in this regard.

9. Evaluation of Tenders :

Prior to evaluation of financial bids, the opening authority will determine whether each Bids meets the eligibility criteria defined and substantially responsive to the requirement of bidding documents.

10. ACCEPTANCE OF TENDER :

Before acceptance the successful tenderer will be called for negotiation by appropriate officers of GoM. The documents related to such negotiations along with modified offer of the successful bidder if any shall also form the part of contract. After such negotiations the acceptance of tender may be intimated to the contractor by letter. Such intimation shall be deemed to be an intimation of acceptance of tender. Tenderer whose tender is accepted will have to complete the contract signing & Security Deposit payment formalities within 15 days from the date of intimation. In the event of failure of the tenderer to sign the agreement or pay security deposit and additional security deposit if applicable within the stipulated time, the earnest money including additional earnest money (Performance security deposit) if any, paid by tenderer shall be liable to be forfeited. The acceptance of the tender shall also be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the GoM considers suitable.

Tender Acceptance Authority reserves the right to reject any or all tenders without assigning any reasons.

A) Substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works;

(b) Which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation

11. EARNEST MONEY:

Each tender shall be deposit E.M.D. through online e-tendering system.

12. Performance Security Deposit:

If the offer of the tenderer percentage below the estimated rates is 1% OR more below, Original B.G. /D.D should be submitted in the office of The **Executive Engineer, Irrigation Project Construction Division, Chiplun** within eight working days from the opening of the envelop No.2 by the first lowest tenderer.

1) If the offer of the tenderer is below estimated rates and Up to 10% than the tenderer shall furnish the performance security 1% of the estimated rates or minimum Rs.1000/- in the form of Demand Draft / Bank Guarantee only. (0.01% to 10 % = 1 % or minimum Rs.1000/-).

2) If the offer of the tenderer percentage below the estimated rates is more than 10% below than the tenderer shall furnish the performance security as the amount which is at a much lower rate than 10% and 1% of the estimated rates for example, if the contractors quoted rate is 14% below, the contractor has to furnish

an performance security $(1\% + (14\% - 10\%) = 5\%)$

3) If the offer of the tenderer percentage below the estimated rates is more than 15% below than the tenderer shall furnish the performance security as 6% and two times the amount which is at a much lower rate than 15% of the estimated rates for example, if the contractors quoted rate is 19% below, the contractor has to furnish an performance security $(6\% + (19\% - 15\%) \times 2) = 14\%$

Bank Guarantee/Deemed Draft drawn in favour of **Executive Engineer, Irrigation Project Construction Division, Chiplun** issued in the prescribed form by a Scheduled / Nationalized Bank, valid for the period of one month after defect liability period of the work from the date of the opening of envelop No. 2.

Validity Period of Bank Guarantee should be from the date of opening of envelope no .2 to period of one month after defect liability period of concern work.

Perhaps if Agency not submitted BG Or Demand Draft within time, their EMD will be forfeited and action will be taken as per Water Resources Department G. R. no. Nivida 0417/ (pra. kra. 247/17)/mo pra-1 dt. 18/10/2023. And Contractor / All tenderers included in the Joint Venture agency jointly or individually will be banned to participate in the tender process of Water Resources Department / Corporation under the Water Resources Department for 2 years. In such case then instead of calling new tender, chance will be given to Second Lowest (L-2) keeping same Rules & conditions as per L-1.

If contractor submit false BG Or Demand Draft, their EMD will be forfeited and action will be taken as per public works department G. R. no. CAT/2018/pra. kra. 127/ema-2 dt. 28/11/2018 and Water Resources Department G. R. no. Nivida 0417/ (pra. kra. 247/17)/mo pra-1 dt. 18/10/2023.

Additional performance SD will be returned to the contractor within three months after completion of works as per tender condition.

13. SECURITY DEPOSIT:

The successful tenderer shall have to pay 1% security Deposit of the accepted tender cost (If percentage rate are below security deposit to be taken as estimated rates.) By D.D. of any schedule / Nationalized bank branch in state Maharashtra in the name of **Executive Engineer, Irrigation Project Construction Division, Chiplun** towards the payment of balance 1% security deposit shall be recovered from the bills of Contractors deducting @ 2% of the value of bills at a time.

The earnest money deposited by the contractor with his tender will be retained by the Corporation as part of security deposit if bidder requests in writing to that effect. The balance to make up this security deposit may, unless otherwise specified in the special conditions, be deposited by the contractor in the form of Demand Draft from any Nationalized or Scheduled Bank's branch situated in the State of Maharashtra for a period equal to the time limit plus the period of defect liability. (mentioned at clause 20 of B-1 Tender form)

The security deposit will be retained by the Corporation for the due and faithful fulfilment of the contract by the contractor. In addition to the sum as above, sums as Security Deposit will be deducted from running account bills at the rate shown at Memorandum Para (e). The sum of Security Deposit thus deducted from the running account bills, will remain in the form of cash for a period as stated in Clause 20 of B-1 Tender.

14. REFUND / CONVERSION OF EARNEST MONEY / ADDITIONAL EMD (Performance Security Deposit) :-

After acceptance of the offer of successful bidder, the E.M.D. of other bidder's will normally Online automatically be refunded. and performance security deposit will be normally refunded by this office.

In the case of successful bidder, the earnest money will be refunded after signing of contract documents and payment of security deposit. Earnest money will be refunded to contractor after it is deposited in our bank account from the account of Govt. of Maharashtra portal.

The earnest money and Performance Security Deposit amount shall not carry any interest whatsoever.

15. GST:

- a) The tender cost published in tender is exclusive of GST and the rates quoted by the Contractor shall be excluding GST. Payment of GST will be made by department to the contractor on accepted RA bill amount, separately at the prevailing rate applicable at the time of payment of RA bill.
- b) Provisional amount of GST@ 2% i.e.1%CGST +1%SGST will be deducted at source (TDS) from RA bills.
- c) GST is required to pay by the contractor as per applicable

rates and bills/invoices of the paid amount shall be submitted to the dept. The dept. shall reimburse the GST amount at the applicable prevailing rates.

16. V) PROFESSIONAL TAX:

Certificate of registration with the professional tax officer of the district in Form IA Certificate of registration under Section 5(1) and 5(2) of the Maharashtra Sales Tax on professions, traders, callings and employment act 1975. From the Professional Tax Officer of the concerned district. The Contractor shall have to submit information regarding proof of payment of Professional Tax and clearance certificate in the format vide Appendix-I. The list of all the employees shall also be enclosed in the same format as prescribed in Appendix 'A' which shall include office and the field staff and those operation machinery and equipment.

17. 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 constructions as well as shall be deemed to have fully acquainted with his own various quarries for construction materials, their availability and adequacy etc.

18. CONDITIONAL TENDER:

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

19. QUANTITIES PUT TO TENDER:

The quantities given in Schedule 'B' for various items are approximate. 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 will stand deducted from the quantities entered in the Schedule 'B'

at the time of signing of contract. The contractor should take **cognizance** of this fact and no claims will be tenable on account of such reduction in quantity. There may also be variation in quantities on account of change or modifications in design and no claims will be tenable on account of such reduction / increase in quantity.

20. TENDER UNITS

The tender has been invited in the Metric System of measurements. Tenderer should particularly note the units mentioned in schedule 'B' on which rates are to be based.

21. MODE OF MEASUREMENT: -

The bidder shall also go through mode of measurements decided for various items which are given in item-wise specifications.

22. SIGNING OF TENDER DOCUMENT:

The tender shall contain the name, residence and place of business of person or persons making the tender.

The tenderer 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.

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 address shall be stated below their signatures. All signatures shall be dated.

At the time of tender submission bidder is expected to upload only document specified in tender. However, successful bidder will have to sign the contract with Executive Engineer in the form of tender document released on web site. The documents/information submitted by the contractor during Bid Capacity Evaluation/ post qualification and Minutes of pretender conference/ common set of conditions documents related to negotiations shall also form a part of contract.

The successful bidder 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.

23. THE TENDER WILL BE LIABLE TO BE REJECTED OUT RIGHT IF, WHILE SUBMITTING:

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

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

Any erasures are made by the tenderer in the tender

All corrections and additions are not initialled by the tender

Modification in the form of the tender

Schedule 'B' of contract shows the items of work to be executed, the estimated quantity, the rate, amount of such item as per estimate and the total estimated cost put to tender. The tenderer should quote his rate in terms of percentage above or below the said estimated cost by writing the percentage both in words and figures In addition, the contractor shall fill up the additional schedules in the tender (viz. Appendix - A, B, C & D).

24. VALIDITY FOR 60 DAYS:

The offer shall remain valid for a period of 60 (Sixty) days from the date of opening of Financial Bid and thereafter until it is withdrawn by notice in writing by the tenderer, and duly addressed to the competent authority and sent by Registered Post Acknowledgement Due. If the acceptance of the tender is not communicated within **60** days or before and if the offer is withdrawn by the contractor as aforesaid, earnest money shall be refunded in full.

The duration of the validity period of the bid should be taken from the date of opening of Financial Bid.

25. LATE BIDS:

Offers not submitted online through e-Tendering procedure as per schedule will not be entertained.

26. MODIFICATION AND WITHDRAWAL OF BIDS:

Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period and bid validity specified in the form of bid may result in the forfeiture of the bid security pursuant to clause 1 of B-1 form.

27. COMPLETION OF TENDER DOCUMENTS:

While completing documents, the contractor must invariably complete the 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 the detailed tender notice.

28. LANGUAGES:

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

29. LICENCE UNDER CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970.

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 (Regulation and Abolition) Rules 1971, before signing the contract. On failure to do so, the acceptance of the tender will be withdrawn and also the earnest money and additional earnest money deposit, if any, will be forfeited to the Government.

30. Tender Rate:

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts. The contractor should note that the estimated rates are excluding GST, hence while quoting his rate he should take the fact into consideration that extra claim towards GST will be entertained by the department. So, rate should be quoted accordingly.

31. SITE VISIT & GEO-TAGGING:

The following standard procedure should be followed for Field Visit & Geo-Tagging.

31.1 The bidder or their representative should visit the work site to inspect the dam site, mineral quarry area and other important works before submitting the tender.

31.2 Following work places are fixed for geo – tagging

- a) **Gadnadi Dam Front side**
- b) **Gadnadi Dam Right side**
- c) **Gadnadi Dam Left side**

31.3 Geo Tagging should be carried out by the bidder during period from Dt.02/11/2023 To Dt. 3/11/2023 from (11.00 to 16.00 Hrs on all days)

1 Latitude- 17° 16'52 Longitude-73°38'10

2 Latitude- 17°16'44, Longitude-73°38'01

3 Latitude- 17°17'02 Longitude-73°38'18

31.4 Geo Tagging should be carried out by the bidder during period from Dt. 15/11/2023 To Dt.21/11/2023 from (11.00 to 16.00 Hrs on all days)

31.5 The Geo tagging is to be done by the bidder himself or by his authorized representative, It will be mandatory for them to mention the visit date and time and self – attest the certificate of Geo- tagging in the prescribed format (Format is given in section D Performa No 11) along with bidder's or his authorized representative's selfies & Geo-Tagged Photos

31.6 The bidder shall have to take photograph showing background along with Geo-tagging Location showing background of the specific elements of the site. The bidder shall have To upload the certificate of Geo-tagging and Geo-tagging photograph taken as above along with the tender document at the time of submission of tender with Envelope No.1

It is mandatory for bidder to submit the above Certificate of Geo-tagging with Geo-tagged photo in Envelop No.1 of tender document otherwise his Envelope No.2 will not be opened and his tender will not be considered.

31.8 Since bidder has followed above standard procedure, No claims regarding non availability of sufficient quantity and quality of quarry material, Non availability of labour, extra lead for material, Non availability of

construction material etc will not be considered

32.

Pre-Bid Conference :

No Pre-Bid Conference will be held with the tenderer.

ANNEX-A (SECTION I)

WORK SPECIFIC INFORMATION AND INSTRUCTION

- A) DESCRIPTION OF THE PROJECT:** Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam
- B) STATUS OF PROJECT:** The work of proper dam & appurtenant works is 90% completed.
- C) CLIMATIC CONDITIONS :**
The climate of this region is humid. The work site is situated in thick jungle and hilly area. The rainfall in the area is heavy and is of the order of 3500 to 4000 mm. The rainy seasons commence from early June and last up to about beginning of October. Few periodic pre monsoon and post monsoon showers are expected.
- D) SCOPE OF THE WORK**
The Tender incorporates works of **Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam**
- E) INFORMATION ABOUT WORK SITE :**
The Information an following points is given in this annex.

1	Location of work	:-	The work is situated @ Gadnadi Dam TAL. SANGMESHWAR, DIST. RATNAGIRI
2	Nearest Railway station	:-	Aravali , 25 Km away from work site
3	Road Approachable by	:-	Aravali – Kumbharkhani Road
4	Telephone and Telegram	:-	@ Aravali
5	Petrol and Diesel Pumps		32 Km. SAWARDE
6	Position of Land acquisition		Land acquisition completed
7	Position of Fund		Availability of KIDC

DETAIL OF WORK

1.1		Name of work	:-	Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam
1.2		Estimated Cost	:-	Rs.49,97,926.13
1.3	A	Earnest Money (EMD) (To be paid of time of financial bidding)	:-	Rs. 50000.00 (Rs. Fifty thousand only) EMD amount shall be paid through E-payment gateway.
	B	Additional EMD Performance security deposit		As per rule
	C	Mode of payment (EMD)		Amount shall be paid through E-payment gateway.
	D	Processing fees for Post-qualification evaluation (To be paid at the time of applying for pre-qualification assessment)	:-	Rs. 0.00
	E	Processing fees for tender documents	:-	Rs. 2000 + 360 (GST) = 2360/-
1.4	A	Security Deposit (2% of the accepted tender cost)		
		a)Initial	:-	1% of the accepted tender cost. If percentage rate are below security deposit to be taken as estimated rates.
		b)From R.A. Bill (2% of the value of bill at a time)	:-	1% of the accepted tender cost. If percentage rate are below security deposit to be taken as estimated rates.

1.5		Period of completion of Work	:-	6 Month (Including Rainy season)
2.0		information for obtaining Tender Papers and its submission.		
	2.1	Contact Details of Executive Engineer	:-	EXECUTIVE ENGINEER, IRRIGATION PROJECT CONSTRUCTION DIVISION, CHIPLUN. At. & Post. Kapsal Tal. Chiplun Dist. Ratnagiri Pin-415605 Phone No. 02355/252262 Fax No. 02355/252262 E-Mail- exenmichp@rediffmail.com
		Contact Details of Superintending Engineer		Superintending Engineer, Ratnagiri Irrigation Circle, Kuwarbav, Ratnagiri Phone No. 02352/228406 Fax No. 02352/229568 E-Mail- sekic123@gmail.com
		Contact Details of Chief Engineer		Chief Engineer, Water Resources Department, Konkan Region, Hutatma Chowk, Mumbai-32 Phone No. 022- 22674442 Fax No. 022- 22670581 E-Mail- cewrd@gmail.com
		Bank Account Details of Executive Engineer Name of Account Holder Name of Bank Name of Branch Address , Account No.		Executive Engineer, Irrigation Project Construction Division, Chiplun Bank of Maharashtra Chiplun Branch At. Chiplun Tal. Chiplun Account No. 20061202485
	2.2	Period for issue of application forms for assessment of bid capacity/ prequalification	:-	---

		document.		
	2.3	Time and date of online submission of Tender Documents.	:-	22/11/2023 Up to 5.45 Hrs.
	2.4	Name and address of the office online opening of the tender.	:-	Executive Engineer, Irrigation Project Construction Division, Chiplun
	2.5	The name of authority for accepting the tender.	:-	Executive Engineer, Irrigation Project Construction Division, Chiplun
	2.6	Time & Date and place of Pre-bid conference	:-	There will not be pre bid meeting, Contractors can ask their queries regarding terms and conditions of the tender through e tendering system (seek clarification) up to / /2022
	2.7	Time & Date of online opening of Tenders	:-	24/11/2023 At 11.00 Hrs. (if possible)
3	PERIOD OF COMPLETION AND PROGRAMME OF WORK			
	3.1	Period of completion including Monsoon Period		06 Calendar months
4		Updated estimated cost of the work based upon Schedule of rates for the year when tenders were invited. (Clause 38 (1) Condition of contract)		Rs.49,97,926.13
5	Rates of Royalties of various construction material to be recovered from R.A. Bills as per Cl. 36			
	Sr. No.	Material	Unit	Rate of royalty charges per cum
	1	Metal, Rubble, Soil, Murum,	Cum	-----
		Sand	cum	-----

Contractor

No. of Corrections

Executive Engineer

6.0	Price Variation Information			
	Sr. No.	Component	Percentage	
	1	Labour (K1)		
	2	Material (K2)		
	3	POL (K3)		
	4	Star rate of Cement	Rs. ——— MT	
	5	Star rate of M. S. Pipe	Rs. ——— MT	
	6	Star rate of Tor Steel	Rs. ——— MT	
	7	Star rate of structural Steel	Rs. ——— MT	
	8	Star rate of Bitumen	--	
	9	If the Cement is procured by the contractor cost	Rs. /— MT	
Price variation shall not paid on insurance and the royalty amount at estimate rate.				

B-1 TENDER FORM

(PERCENTAGE RATE TENDER & CONTRACT FOR WORKS)

DEPARTMENT : WATER RESOURCES DEPARTMENT
CIRCLE : SUPERINTENDING ENGINEER, RATNAGIRI
 IRRIGATION CIRCLE, KUWARBAV, RATNAGIRI

DIVISION : EXECUTIVE ENGINEER, IRRIGATION PROJECT
 CONSTRUCTION DIVISION, CHIPLUN.
 DIST. RATNAGIRI.

NAME OF WORK : **Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam.**

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 for 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 work is proposed to be executed according to the specification recommended by contractor and approved by a competent authority or behalf of the governor of Maharashtra, 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.
- 2.A)
 - i) The Contractor shall pay along with the online tender the sum as and forwarding along with the tender after last date of tender submitted for the said amount of the said amount drawn any Nationalized Bank for the like amount in favor of the Executive Engineer. The amount of earnest money shall not carry any interest whatsoever.
 - ii) In the event of his tender not being accepted, subject to the provisions of sub clause below, the said amount of earnest money shall be appropriated towards amounts security deposits payable by him under condition of General Condition of contract.
 - iii) If after submitting the tender the contractor withdraws his offer, or modifies the same after the acceptance of his tender the contractor fails or neglects to furnish the balance security deposit without prejudice to any other lefts and powers of the Government he under or in law, Government shall be entitled or forfeit the full amount of the earnest money deposited by him.
 - iv) In the event of his tender not being accepted, the amount of earnest money deposited the contractor shall, unless it is prior thereof, forfeited under the provision of sub-clause (iii) above be refunded to him on his passing receipts therefore.
3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in the tender as firm, in which case receipt shall be signed in the name of the firm by on 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 be carried out) he is willing to undertake the work. Only one rate or such percentage on the estimated rates / scheduled rates shall be named. Tenderers, who propose alteration in the works specified in the said form of invitation to the tender, or in the time allowed for carrying out work, or which contain any other conditions, of any sort will be liable to rejection.

5. The Executive Engineer or his duly authorized assistant shall online open tender in presence of contractors who have submitted tenders or their representatives who may 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 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 Government unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Irrigation Public works Department and there rate 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 not by standard measure and according to the rules and customs of the water resource Department 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. Every contractor shall produce along with his tender, 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.
12. The measurements of work shall be taken according to the usual methods in use the Department and no proposals to adopt alternative methods will be accepted The Executive Engineer's decision as to what is the usual method in use in the department will be final.

- 13.** The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and value of the work that remains to be executed in each case on the date of submitting the tender.
- 14.** In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Government for the purchase of plant and machinery required for the execution of the work contracted for. (GCM/PWD/CFFM/1058/62517 OF 26.9.1959)
- 15.** The contractor will have to construct shed for storing controlled and valuable materials at work site. Having double locking arrangement. The materials will be taken for use in the presence of the Government person. No materials will be allowed to be removed from the site of works.
- 16.** Tenderer will have to produce to the accepting authority a valid and current license issued 18 in his favour under the provision of contract labour (Regulation & successful abolition) Act 1970 before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
- 17.** The contractor shall comply with the provisions of the apprentice Act 1961 and the rules and the order issued there under from time to time. If he fails to do so his failure will be a breaches of the contract and the officer competent of disposed of the tender, Superintending Engineer/ Executive Engineer may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on of violation by him of the provision of the Act.
- 18.** Wherever the words water Resources Department appears in this contract the Irrigation Department of the Government of Maharashtra shall be implied.

TENDER FOR WORKS

I/We hereby tender for the execution, for the Governor of Maharashtra (hereinbefore and hereinafter referred to as 'Government' of the work specified in the underwritten memorandum within the time specified in such memorandum at _____ percent below / above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawing and instruction, in wiring referred to in rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work are provided by the Government, such materials and the rate to be paid for them shall be as provided in Schedule 'A' hereto.

MEMORANDUM

1.a)	General Description	Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam
b)	Estimated cost	Rs.49,97,926.13
c)	Earnest Money	Rs. 50,000.00
d)	Additional EMD	As per rule
	Security Deposit (2% of the accepted tender Amount)	
i)	Initial	1% of the accepted tender Amount. If percentage rate are below security deposit to be taken as estimated rates.
ii)	To be deducted from the Current Bills (2% of the value of the bill at time	1% of the accepted tender Amount. If percentage rate are below security deposit to be taken as estimated rates.

- e) 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 %
- f) Time allowed for the work from date of written order to Commence 06 Calendar month(Including Rainy season)
- Defect liability period 12 months from the date of issued of completion certificate or date of final bill by the Engineer in charge

2. I/We agree that the offer shall remain open for acceptance for a minimum period of 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, Treasury bank challan No. and date or term deposit receipt for a period of one year receipt No. _____ date _____ in respect to the sum of Rs. _____ /- (Rupees _____) representing the earnest money is herewith forwarded the amount of earnest money shall be liable to be forfeited to the Government, should I/we fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph above within the time limit laid down in clause (1) of the annexed General Conditions of contract. The amount of earnest money may be adjusted towards the security deposit of refunded to me / us if so desired by me / us writing, unless the same or any part thereof has been forfeited as aforesaid.

3. I/we have secured exemption from payment of earnest money after executing the necessary bond in favor of the Government a true copy of which is enclosed herewith should any occasion for forfeiture of earnest money for this work arise due to failure on my our part to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the Memorandum contained in paragraph 1 above within time limit laid

down in clause (1) of the annexed General Conditions of contract, the amount payable be me/ us may, at the opinion of the Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency under any other moneys which are due of payable to me / us by the Government under any other contract or transaction of any nature whatsoever or otherwise.

4. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms, and provisions of the conditions of contract annexed here to so far as applicable, and in default thereof to forfeit and pay to Government the sum of money mentioned in the said conditions.

Contractor's Signature : Signature of contractor before Submission of tender

Address :

Date the ___ Day of (Witness) :

Signature of witness to contractor's signature

Address :

(Occupation) :

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

**Executive Engineer,
Irrigation Project Construction Division,
Chiplun**

Date :

Date of
Signature of the officer by whom
Accepted.

VOLUME - I

(3)

SECTION - II

SCHEDULE-'A'

SCHEDULE - 'B'

B-1 TENDER FORM

MONTHWISE WORK'S

PROGRAMME

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

VOLUME - I

(3)

SECTION - II

SCHEDULE-'A'

SCHEDULE 'A'

APPLICABLE FOR WORKS COSTING LESS THAN RS. 100 lakhs

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

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

(All the construction materials should be procured by contractor at his own cost)

Sub divisional Officer
Gadnadi Project Sub division Division
Kuchambe (Sangameshwar)

Executive Engineer,
Irrigation Project Construction Division,
Chiplun

Contractor

No. of Corrections

Executive Engineer

VOLUME - I

(3)

SECTION - II

SCHEDULE-'B'

KONKAN IRRIGATION DEVELOPMENT CORPORATION THANE

SCHEDULE “B”

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

**Name of Work: - Gadnadi Medium Irrigation project Tal: Sangameshwar Dist:
Ratanagiri 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 Gadnadi 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 Manufacturers (OEM) of 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.	Rs.33,999.00	Rupees Thirty Three Thousand Nine Hundred Ninety Nine Only	Each	Rs.67,998.00

Contractor

No. of Corrections

Executive Engineer

	Item no. 2				
1.00	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 Manufacturers (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.89,799.00	Rupees Eighty Nine Thousand Seven Hundred Ninety Nine Only	Each	Rs.89,799.00
	Item no. 3				
1.00	Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based Remotely controllable high speed 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 dam site for overall security of dam site etc. complete.	Rs.99,999.00	Rupees Ninety Nine Thousand Nine Hundred Ninety Nine Only	Each	Rs.99,999.00

Contractor

No. of Corrections

Executive Engineer

	Item no. 4				
2.00	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 along with CE, BIS & FCC certification etc. complete	Rs.54,999.00	Rupees Fifty Four Thousand Nine Hundred Ninety Nine Only	Each	Rs.1,09,998.00
	Item no. 5				
8.00	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.4,999.00	Rupees Four Thousand Nine Hundred Ninety Nine Only	TB	Rs.39,992.00
	Item no. 6				
18.00	Providing, Fixing, Installation of high quality, latest & advance LAN to media convertor Connection device with metal cover etc. Complete.	Rs.5,699.00	Rupees Five Thousand Six Hundred Ninety Nine Only	Each	Rs.1,02,582.00
	Item no. 7				
7.00	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.7,999.00	Rupees Seven Thousand Nine Hundred Ninety Nine Only	Each	Rs.55,993.00
	Item no. 8				
14.00	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.5,300.00	Rupees Five Thousand Three Hundred Only	Each	Rs.74,200.00

Contractor

No. of Corrections

Executive Engineer

	Item no. 9				
13.00	Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery etc. Complete.	Rs.79,999.00	Rupees Seventy Nine Thousand Nine Hundred Ninety Nine Only	Each	Rs.10,39,987.00
	Item no. 10				
8.00	Providing, fixing & installation of high quality, latest & advance MPPT Solar Charge Controller etc. Complete	Rs.18,999.00	Rupees Eighteen Thousand Nine Hundred Ninety Nine Only	Each	Rs.1,51,992.00
	Item no. 11				
22.00	Providing, fixing & installation of class A, water resistant & durable, Ingress Protection 67, BIS compliant Solar panel etc. Complete	Rs.21,999.00	Rupees Twenty One Thousand Nine Hundred Ninety Nine Only	Each	Rs.4,83,978.00
	Item no. 12				
22.00	Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.	Rs.8,999.00	Rupees Eight Thousand Nine Hundred Ninety Nine Only	Each	Rs.1,97,978.00
	Item no. 13				
3.00	Providing, fixing & installation of high quality, latest & advance Video Secure Outdoor Weatherproof Heavy Duty Aluminium Housing Mount Enclosure along with brackets & clamps etc. Complete.	Rs.9,799.00	Rupees Nine Thousand Seven Hundred Ninety Nine Only	Each	Rs.29,397.00

Contractor

No. of Corrections

Executive Engineer

	Item no. 14				
5.00	Providing, fixing & installation of high quality, latest & advance 30V Gigabit Surge Suppressor etc. Complete.	Rs.19,999.00	Rupees Nineteen Thousand Nine Hundred Ninety Nine Only	Each	Rs.99,995.00
	Item no. 15				
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.2,04,092.40	Rupees Two Lacs Four Thousand Ninety Two and Forty Paisas Only	Each	Rs.4,08,184.80
	Item no. 16				
1.00	Providing, fixing & installation of high quality, latest & advance 5GHz 12dBi Dual Pol Omni Antenna etc. Complete.	Rs.32,999.00	Rupees Thirty Two Thousand Nine Hundred Ninety Nine Only	Each	Rs.32,999.00
	Item no. 17				
2.00	Providing, fixing & installation of of high quality, latest & advance N-Male to RPSMA Pigtail etc. Complete	Rs.4,999.00	Rupees Four Thousand Nine Hundred Ninety Nine Only	Each	Rs.9,998.00
	Item no. 18				
4.00	Providing, fixing & installation of high quality, latest & advance controller based, out-door wireless access points with specifications duel radio, 5 Ghz frequency, dedicated console port, fibre port, 300 MBPS, channel width 80 Mgz, wall mounting with internal antenna etc. Complete.	Rs.49,999.00	Rupees Forty Nine Thousand Nine Hundred Ninety Nine Only	Each	Rs.1,99,996.00

Contractor

No. of Corrections

Executive Engineer

	Item no. 19				
2.00	Supply, Installation, Testing, Integration & Commissioning of 49" LCD monitor.	Rs.84,421.00	Rupees Eighty Four Thousand Four Hundred Twenty One Only	Each	Rs.1,68,842.00
	Item no. 20				
4.00	Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/ RAK	Rs.44,746.80	Rupees Forty Four Thousand Seven Hundred Forty Six and Eighty Paise Only	Each	Rs.1,78,987.20
	Item no. 21				
1.00	Supplying and fixing 24 U floor mount rack (Dimension-DxWxH – 800x600x1265 mm) as per specification No. WG-NAS/RAK	Rs.59,542.80	Rupees Fifty Nine Thousand Five Hundred Forty Two and Eighty paise Only	Each	Rs.59,542.80
	Item no. 22				
220.00	Supplying and installing cat-6 LSZH cable suitable for networking as per specification no. WG-COC/NC	Rs.79.20	Rupees Seventy Nine and Twenty paise Only	Mtr.	Rs.17,424.00

Contractor

No. of Corrections

Executive Engineer

	Item no. 23				
13.00	Supplying and fixing 1 m UTP patch cord of Cat 6 type in position as per specification No. WG-COC/PC	Rs.279.60	Rupees Two Hundred Seventy Nine and Sixty Paise Only	Each	Rs.3,634.80
	Item no. 24				
4.00	Supplying, fixing, and configuring 8-ports managed gigabit, Layer-2 switch, 10/100/1000 base-T, POE smart switch plus 2 SFP erected in provided rack complete.	Rs.30,578.40	Rupees Thirty Thousand Five Hundred Seventy Eight and Forty Paise Only	Each	Rs.1,22,313.60
	Item no. 25				
6.00	Supplying, fixing, and configuring 10G Base - SR (SFP+) simplex MM transceiver erected in provided rack complete.	Rs.34,832.40	Rupees Thirty Four Thousand Eight Hundred Thirty Two and Forty Paise Only	Each	Rs.2,08,994.40
	Item no. 26				
6.00	Supplying and plugging 3 m fibre patch cord LC-LC MM (50) OM3 LSZH duplex complete as per specification no. WG-COC/FPC	Rs.3,843.60	Rupees Three Thousand Eight Hundred Forty Three and Sixty Paise Only	Each	Rs.23,061.60

Contractor

No. of Corrections

Executive Engineer

	Item no. 27				
6.00	Supplying and fixing IP66 enclosure for fibre splicing complete	Rs.11,010.00	Rupees Eleven Thousand Ten Only	Each	Rs.66,060.00
	Item no. 28				
650.00	Supplying and erecting LSZH armoured multimode optical fibre cable with 6 fibres, core dia 50/125 µm (OM3), suitable upto 10 GBPS, ethernet distance at 850 nm of wavelength, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-COC/OFC LSZH	Rs.240.00	Rupees Two Hundred Forty Only	Mtr	Rs.1,56,000.00
	Item no. 29				
1.00	Supplying and erecting 5m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19 pin HDMI connectors complete.	Rs.2,710.80	Rupees Two Thousand Seven Hundred Ten and Eighty Paise Only	Each	Rs.2,710.80
	Item no. 30				
120.00	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.48.00	Rupees Forty Eight Only	Mtr	Rs.5,760.00

Contractor

No. of Corrections

Executive Engineer

	Item no. 31				
101.00	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 Paise Only	Mtr	Rs.11,635.20
	Item no. 32				
600.00	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.193.20	Rupees One Hundred Ninety Three and Twenty Paise Only	Mtr	Rs.1,15,920.00
	Item no. 33				
392.26	Supplying and erecting iron work, sheet metal work consisting of CRCA sheets, various sections of iron, plates, chequered plates, rods, bars, MS pipes, etc. for panel board or any other purpose with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority.	Rs.223.20	Rupees Two Hundred Twenty Three and Twenty Paise Only	KG	Rs.87,551.54

Contractor

No. of Corrections

Executive Engineer

	Item no. 34				
17.56	Supplying and erecting GI sheet 1.6 mm (16 SWG) having zinc coating of 350 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint.	Rs.3,072.00	Rupees Three Thousand Seventy Two Only	m 2	Rs.53,944.32
	Item no. 35				
1.28	Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.	Rs.278.40	Rupees Two Hundred Seventy Eight and Forty Paise Only	m 3	Rs.356.35
	Item no. 36				
1.28	Making cement concrete foundation in 1:2:4 cement concrete with foundation bolts and nuts complete. (cost of wooden box is included)	Rs.6,013.20	Rupees Six Thousand Thirteen and Twenty Paise Only	m 3	Rs.7,696.90
	Item no. 37				
3.00	Supplying and erecting integrated LED flood light fitting Max. 30W IP65 & IK07 class having pressure die-cast aluminium housing, having system lumens output of Min. 3000 Lumens, min. efficacy of 100 lumen/W, CRI>70, CCT upto 6500K, THD<10%, p.f. >0.90, operating range of 140-270V, inbuilt surge protection of 4 kV, Life class of 50,000	Rs.2,646.00	Rupees Two Thousand Six Hundred Forty Six Only	Each	Rs.7,938.00

Contractor

No. of Corrections

Executive Engineer

	Hrs. at L70B50, including driver with U shaped bracket with Years warranty as per specification No FG-ODF/FLS2..				
	Item no. 38				
3.00	Supplying, erecting, testing and commissioning 120 W amplifier suitable to operate on 230 Volts A.C. / 12 Volts D.C. supply complete as per specification no. FF-PA/AFR	Rs.22,344.00	Rupees Twenty Two Thousand Three Hundred Forty Four Only	Each	Rs.67,032.00
	Item no. 39				
1.00	Supplying, erecting, testing and commissioning stand mounted/handheld type wired microphone having 2 mV/Pa sensitivity, impedance level limit 300 ohms and 50 - 16000 Hz suitable to operate in -10 deg C to +55 deg C with min. 7 metre shielded cable and 3 Pin Professional XLR Connector, stereo jack complete as per specification no. FF-PA/MIC	Rs.6,448.80	Rupees Six Thousand Four Hundred Forty Eight and Eighty Paise Only	Each	Rs.6,448.80
	Item no. 40				
1.00	Supplying, erecting, testing and commissioning rust free microphone table stand of chrome plating/powder coating or S.S. material, up to 500 mm height and suitable base for sturdy mechanism ensuring	Rs.1,392.00	Rupees One Thousand Three Hundred Ninety Two Only	Each	Rs.1,392.00

Contractor

No. of Corrections

Executive Engineer

	trouble free movement complete.				
	Item no. 41				
15.00	Supplying, erecting, testing and commissioning of 2 core shielded cable complete as per specification no. FF-PA/MCC	Rs.176.40	Rupees One Hundred Seventy Six and Forty Paise Only	Mtr	Rs.2,646.00
Sub Total					Rs.46,70,958.11
	Item no. 42				
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%		Per System	Rs.3,26,967.07
Total					49,97,925.17

Prepared by

Sect.Engr

Sub divisional Officer
Gadnadi Project Sub division Division
Kuchambe (Sangameshwar)

Executive Engineer,
Irrigation Project Construction Dn.,
Chiplun

Contractor

No. of Corrections

Executive Engineer

Contractor

No. of Corrections

Executive Engineer

- Note 1 All work shall be carried out with contractor's own material's own and as per the specifications- Vol. II.
- Note 2 All the columns in the Schedule "B" Part II should be filled in, in ink and the total of the entries in the last column should be struck by the contractor under his signature.
- Note 3 Rates quoted include clearance of site (period to commencement of work and at its close) in all respects and hold good for work under all conditions of site moisture, weather, etc.
- Note 4 The tender % as quoted by the tenderer in the space provided for in the Memorandum of Work shall be applicable only for the items, rates and quantities stipulated in Schedule "B" Part I was put to tender by Corporation.
- Note 5 All the additional item (s) as many as foreseen by the tenderer with quantity (s) rates(s), amount(s) and the detailed description shall be entered into by the tenderer in the space provided below Schedule "B" Part II. Anticipated items as foreseen by the tendered. The tenderer is free to attach additional sheets, if required by him and sign the sheets, which will form part of the tender The Specifications for the additional items (s) as foreseen by the tender shall be in conformity with the nearest comparable items stipulated in the Hand Book of Standard Specifications (PWD) and the applicability shall be decided before the acceptance of the tender.
- Note 6 The amounts of all the items of Part I of Schedule 'B' with %(+ or -) and amount of Part II of Schedule "B" will be totaled and this will be considered as the offer of the tenderer.
- Note 7 The work in additional items in Schedule "B" Part II. Shall be paid for only when executed.
- Note 8 The provisions of Price Variation Para No. 33 of Special Condition shall be applicable for the work executed under Additional item of Schedule "B" Part II. The provision of Clause 38 conditions of Contract Quantity Variation clause will not be applicable to the Additional Items in Schedule B\Part II.
- Note 9 Quantities indicated in Schedule "B" Part II by the contractor are fixed shall be paid only on execution. No payment in excess of these quantities will be admissible.

VOLUME - I

(3)

SECTION - II

SCHEDULE-'C'

KONKAN IRRIGATION DEVELOPMENT CORPORATION THANE

SCHEDULE - C

Name of Work =

Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi 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 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.	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.
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 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.

Contractor

No. of Corrections

Executive Engineer

3	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 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.
4	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 along with CE, BIS & FCC certification etc. complete	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 along with CE, BIS & FCC certification etc. complete
5	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.
6	Providing, Fixing, Installation of high quality, latest & advance LAN to media convertor Connection device with metal cover 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.

Contractor

No. of Corrections

Executive Engineer

7	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.
8	Splicing (making joints of optical fibre cable) of FR grade PVC armoured multimode armoured multimode optical fibre cable with the help Splicing machine etc. Complete.	Splicing (making joints of optical fibre cable) of FR grade PVC armoured multimode armoured multimode optical fibre 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.

Contractor

No. of Corrections

Executive Engineer

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+/- 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.

Contractor

No. of Corrections

Executive Engineer

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, Integration & Commissioning of 49" LCD monitor.	Supply, Installation, Testing, Integration & Commissioning of 49" LCD monitor.
14	Providing, fixing & installation of high quality, latest & advance 30V Gigabit Surge Suppressor etc. Complete.	Providing, fixing & installation of high quality, latest & advance 30V Gigabit Surge Suppressor etc. Complete.
15	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 modularised 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
16	Providing, fixing & installation of high quality, latest & advance 5GHz 12dBi Dual Pol Omni Antenna etc. Complete.	Providing, fixing & installation of high quality, latest & advance 5GHz 12dBi Dual Pol Omni Antenna etc. Complete.
17	Providing, fixing & installation of high quality, latest & advance N-Male to RPSMA Pigtail etc. Complete	Providing, fixing & installation of high quality, latest & advance N-Male to RPSMA Pigtail etc. Complete

Contractor

No. of Corrections

Executive Engineer

18	Providing, fixing & installation of high quality, latest & advance controller based, out door wireless access points with specifications duel radio, 5 Ghz frequency, dedicated console port, fibre port, 300 mbps, channel width 80 Mgz, wall mounting with internal antenna etc. Complete.	Providing, fixing & installation of high quality, latest & advance controller based, out-door wireless access points must be Original Equipment Manufacturer's (OEM) & must have Manufacturer's Authorization Form (MAF) of Airspan Networks/Ruije Networks co. along with FCC certification with specifications duel radio, 5 Ghz frequency, dedicated console port, fibre port, 300 mbps, channel width 80 Mgz, wall mounting with internal antenna etc. Complete.
19	Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/ RAK	Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/ RAK
20	Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/ RAK	Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/ RAK
21	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
22	Supplying and installing cat-6 LSZH cable suitable for networking as per specification no. WG-COC/NC	Supplying and installing cat-6 LSZH cable suitable for networking as per specification no. WG-COC/NC
23	Supplying and fixing 1 m UTP patch cord of Cat 6 type in position as per specification No. WG-COC/PC	Supplying and fixing 1 m UTP patch cord of Cat 6 type in position as per specification No. WG-COC/PC
24	Supplying, fixing, and configuring 8-ports managed gigabit, Layer-2 switch, 10/100/1000 base-T, POE smart switch plus 2 SFP erected in provided rack complete.	Supplying, fixing, and configuring 8-ports managed gigabit, Layer-2 switch, 10/100/1000 base-T, POE smart switch plus 2 SFP erected in provided rack complete.
25	Supplying, fixing, and configuring 10G Base -SR (SFP+) simplex MM transceiver erected in provided rack complete.	Supplying, fixing, and configuring 10G Base -SR (SFP+) simplex MM transceiver erected in provided rack complete.

Contractor

No. of Corrections

Executive Engineer

26	Supplying and plugging 3 m fibre patch cord LC-LC MM (50) OM3 LSZH duplex complete as per specification no. WG-COC/FPC	Supplying and plugging 3 m fibre patch cord LC-LC MM (50) OM3 LSZH duplex complete as per specification no. WG-COC/FPC
27	Supplying and fixing IP66 enclosure for fibre splicing complete	Supplying and fixing IP66 enclosure for fibre splicing complete
28	Supplying and erecting LSZH armoured multimode optical fibre cable with 6 fibres, core dia 50/125 µm (OM3), suitable upto 10 GBPS, ethernet distance at 850 nm of wavelength, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-COC/OFC LSZH	Supplying and erecting LSZH armoured multimode optical fibre cable with 6 fibres, core dia 50/125 µm (OM3), suitable upto 10 GBPS, ethernet distance at 850 nm of wavelength, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-COC/OFC LSZH
29	Supplying and erecting 5m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19 pin HDMI connectors complete.	Supplying and erecting 5m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19 pin HDMI connectors complete.
30	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
31	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.
32	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

33	Supplying and erecting iron work, sheet metal work consisting of CRCA sheets, various sections of iron, plates, chequered plates, rods, bars, MS pipes, etc. for panel board or any other purpose with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority.	Supplying and erecting iron work, sheet metal work consisting of CRCA sheets, various sections of iron, plates, chequered plates, rods, bars, MS pipes, etc. for panel board or any other purpose with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority.
34	Supplying and erecting GI sheet 1.6 mm (16 SWG) having zinc coating of 350 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint.	Supplying and erecting GI sheet 1.6 mm (16 SWG) having zinc coating of 350 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint.
35	Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.	Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.
36	Making cement concrete foundation in 1:2:4 cement concrete with foundation bolts and nuts complete. (cost of wooden box is included)	Making cement concrete foundation in 1:2:4 cement concrete with foundation bolts and nuts complete. (cost of wooden box is included)

Contractor

No. of Corrections

Executive Engineer

37	Supplying and erecting integrated LED flood light fitting Max. 30W IP65 & IK07 class having pressure die-cast aluminium housing, having system lumens output of Min. 3000 Lumens, min. efficacy of 100 lumen/W, CRI>70, CCT upto 6500K, THD<10%, p.f. >0.90, operating range of 140-270V, inbuilt surge protection of 4 kV, Life class of 50,000 Hrs. at L70B50, including driver with U shaped bracket with Years warranty as per specification No FG-ODF/FLS2..	Supplying and erecting integrated LED flood light fitting Max. 30W IP65 & IK07 class having pressure die-cast aluminium housing, having system lumens output of Min. 3000 Lumens, min. efficacy of 100 lumen/W, CRI>70, CCT upto 6500K, THD<10%, p.f. >0.90, operating range of 140-270V, inbuilt surge protection of 4 kV, Life class of 50,000 Hrs. at L70B50, including driver with U shaped bracket with Years warranty as per specification No FG-ODF/FLS2..
38	Supplying, erecting, testing and commissioning 120 W amplifier suitable to operate on 230 Volts A.C. / 12 Volts D.C. supply complete as per specification no. FF-PA/AFR	Supplying, erecting, testing and commissioning 120 W amplifier suitable to operate on 230 Volts A.C. / 12 Volts D.C. supply complete as per specification no. FF-PA/AFR
39	Supplying, erecting, testing and commissioning stand mounted/handheld type wired microphone having 2 mV/Pa sensitivity, impedance level limit 300 ohms and 50 - 16000 Hz suitable to operate in -10 deg C to +55 deg C with min. 7 metre shielded cable and 3 Pin Professional XLR Connector, stereo jack complete as per specification no. FF-PA/MIC	Supplying, erecting, testing and commissioning stand mounted/handheld type wired microphone having 2 mV/Pa sensitivity, impedance level limit 300 ohms and 50 - 16000 Hz suitable to operate in -10 deg C to +55 deg C with min. 7 metre shielded cable and 3 Pin Professional XLR Connector, stereo jack complete as per specification no. FF-PA/MIC
40	Supplying, erecting, testing and commissioning rust free microphone table stand of chrome plating/powder coating or S.S. material, up to 500 mm height and suitable base for sturdy mechanism ensuring trouble free movement complete.	Supplying, erecting, testing and commissioning rust free microphone table stand of chrome plating/powder coating or S.S. material, up to 500 mm height and suitable base for sturdy mechanism ensuring trouble free movement complete.
41	Supplying, erecting, testing and commissioning of 2 core shielded cable complete as per specification no. FF-PA/MCC	Supplying, erecting, testing and commissioning of 2 core shielded cable complete as per specification no. FF-PA/MCC

42	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.
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Prepared by

Sect.Engr

Sub divisional Officer
Gadnadi Project Sub division Division
Kuchambe (Sangameshwar)

Executive Engineer,
Irrigation Project Construction Dn.,
Chiplun

Contractor

No. of Corrections

Executive Engineer

VOLUME – I
(3)

SECTION – II

WORK PROGRAMME

NKAN IRRIGATION DEVELOPMENT CORPORATION THANE

WORK PROGRAMME (Month-wise)

WORK PROGRAMME

Name of Work : Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam

Sr No.	Item In Brief	Qty	Unit	Estimated Amount in Lakhs	Months Physical Financial					
					1	2	3	4	5	6
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.	2.00	Each	0.68					0.68	

Contractor

No. of Corrections

Executive Engineer

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.	1.00	Each	0.90					0.90	
3	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.	1.00	Each	1.00					1.00	
4	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	2.00	Each	1.10					1.10	
5	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.	8.00	TB	0.40					0.40	
6	Providing, Fixing, Installation of high quality, latest & advance lan to media convertor Connection device with metal cover etc. Complete.	18.00	Each	1.03					1.03	

Contractor

No. of Corrections

Executive Engineer

7	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.	7.00	Each	0.56			0.56			
8	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.	14.00	Each	0.74			0.74			
9	Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery etc. Complete.	13.00	Each	10.40		10.40				
10	Providing, fixing & installation of high quality, latest & advance MPPT Solar Charge Controller etc. Complete	8.00	Each	1.52		1.52				
11	Providing, fixing & installation of class A, water resistant & durable, Ingress Protection 67, BIS compliant Solar panel etc. Complete	22.00	Each	4.84			4.84			
12	Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.	22.00	Each	1.98			1.98			
13	Supply, Installation, Testing, Intgeration & Commissioning of 49" LCD monitor.	3.00	Each	0.29			0.29			

Contractor

No. of Corrections

Executive Engineer

14	Providing, fixing & installation of of high quality, latest & advance 30V Gigabit Surge Suppressor etc. Complete.	5.00	Each	1.00					1.00	
15	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	2.00	Each	4.08				4.08		
16	Providing, fixing & installation of of high quality, latest & advance 5GHz 12dBi Dual Pol Omni Antenna etc. Complete.	1.00	Each	0.33				0.33		
17	Providing, fixing & installation of of high quality, latest & advance N-Male to RPSMA Pigtail etc. Complete	2.00	Each	0.10	0.10					
18	Providing, fixing & installation of high quality, latest & advance controller based, out door wireless acces points with specifications duel radio, 5 Ghz frequency, dedicated console port, fiber port, 300 mbps, channel width 80 Mgz, wall mounting with internal antenna etc. Complete.	4.00	Each	2.00						2.00

Contractor

No. of Corrections

Executive Engineer

19	Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/RAK	2.00	Mtr	1.69	1.69					
20	Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/RAK	4.00	Each	1.79	1.79					
21	Supplying and fixing 24 U floor mount rack (Dimension-DxWxH - 800x600x1265 mm) as per specification No. WG-NAS/RAK	1.00	Each	0.60				0.60		
22	Supplying and installing cat-6 LSZH cable suitable for networking as per specification no. WG-COC/NC	220.00	Each	0.17		0.17				
23	Supplying and fixing 1 m UTP patch cord of Cat 6 type in position as per specification No. WG-COC/PC	13.00	Each	0.04				0.04		
24	Supplying, fixing, and configuring 8-ports managed gigabit, Layer-2 switch, 10/100/1000 base-T, POE smart switch plus 2 SFP erected in provided rack complete.	4.00	Each	1.22				1.22		
25	Supplying, fixing, and configuring 10G Base -SR (SFP+) simplex MM transceiver erected in provided rack complete.	6.00	Mtr	2.09					2.09	

Contractor

No. of Corrections

Executive Engineer

26	Supplying and plugging 3 m fibre patch cord LC-LC MM (50) OM3 LSZH duplex complete as per specification no. WG-COC/FPC	6.00	Each	0.23					0.23	
27	Supplying and fixing IP66 enclosure for fibre splicing complete	6.00	Mtr	0.66				0.66		
28	Supplying and erecting LSZH armoured multimode optical fibre cable with 6 fibres, core dia 50/125 µm (OM3), suitable upto 10 GBPS, ethernet distance at 850 nm of wavelength, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-COC/OFC LSZH	650.00	Mtr	1.56	1.56					
29	Supplying and erecting 5m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19 pin HDMI connectors complete.	1.00	KG	0.03					0.03	
30	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	120.00	m ²	0.06	0.06					
31	Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. With PVC accessories on wall /ceiling as per specification No: WG-MA/CON.	101.00	m ³	0.12	0.12					
32	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	600.00	m ³	1.16	1.16					

Contractor

No. of Corrections

Executive Engineer

33	Supplying and erecting iron work, sheet metal work consisting of CRCA sheets, various sections of iron, plates, chequered plates, rods, bars, MS pipes, etc. for panel board or any other purpose with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority.	392.26	Each	0.88	0.88					
34	Supplying and erecting GI sheet 1.6 mm (16 SWG) having zinc coating of 350 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint.	17.56	Each	0.54	0.54					
35	Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.	1.28	Each	0.00	0.00					
36	Making cement concrete foundation in 1:2:4 cement concrete with foundation bolts and nuts complete. (cost of wooden box is included)	1.28	Each	0.08	0.08					

Contractor

No. of Corrections

Executive Engineer

37	Supplying and erecting integrated LED flood light fitting Max. 30W IP65 & IK07 class having pressure die-cast aluminium housing, having system lumens output of Min. 3000 Lumens, min. efficacy of 100 lumen/W, CRI>70, CCT upto 6500K, THD<10%, p.f. >0.90, operating range of 140-270V, inbuilt surge protection of 4 kV, Life class of 50,000 Hrs. at L70B50, including driver with U shaped bracket with Years warranty as per specification No FG-ODF/FLS2.	3.00	Mtr	0.08	0.08					
38	Supplying, erecting, testing and commissioning 120 W amplifier suitable to operate on 230 Volts A.C. / 12 Volts D.C. supply complete as per specification no. FF-PA/AFR	3.00	Each	0.67						0.67
39	Supplying, erecting, testing and commissioning stand mounted/handheld type wired microphone having 2 mV/Pa sensitivity, impedance level limit 300 ohms and 50 - 16000 Hz suitable to operate in -10 deg C to +55 deg C with min. 7 metre shielded cable and 3 Pin Professional XLR Connector, stereo jack complete as per specification no. FF-PA/MIC	1.00		0.06					0.06	
40	Supplying, erecting, testing and commissioning rust free microphone table stand of chrome plating/powder coating or S.S. material, up to 500 mm height and suitable base for sturdy mechanism ensuring trouble free movement complete.	1.00		0.01					0.01	

41	Supplying, erecting, testing and commissioning of 2 core shielded cable complete as per specification no. FF-PA/MCC	15.00		0.03		0.03				
42	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.	1.00		3.26						3.26
	Total			49.97	8.05	12.12	8.42	7.95	7.50	5.93

Prepared by

Sect.Engr

Sub divisional Officer
Gadnadi Project Sub division Division
Kuchambe (Sangameshwar)

Executive Engineer,
Irrigation Project Construction Dn.,
Chiplun

Contractor

No. of Corrections

Executive Engineer

VOLUME - I

(4)

SECTION - III

FORM

**PHYSICAL AND
FINANCIAL
STATEMENT**

APPENDIX 'F'**Vide para I of Special Conditions of Contract****DECLARATION OF THE CONTRACTOR**

1. I/We , contractor hereby undertake that I/We shall pay the labours engaged on work as indicated in Annexure 'A' to Section I Detailed Tender. No wages as per Minimum Wages Act, 1948 and amendments the applicable to the zone in which work lies and act accordingly. I/We, 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 hereby declare that I/We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have bided my/our rates for this work. The specification of this work have been carefully studied and understood by me/us before submitting this tender.

Signature of the Contractor

APPENDIX 'G'

MODEL FORM OF BANK GUARANTEE BOND

1. This deed of Guarantee is made on theby
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 deposit for the due fulfillment
 by the said Contractors of the terms and conditions contained in the
 said Agreement on production of a Bank Guarantee for
only) We.....
 (Hereinafter referred to as 'the Bank') at the request of.....
 (Contractor) do hereby undertake to pay to
 the Konkan Irrigation Development Corporation, hereinafter referred to
 as Corporation, an amount not exceeding Rs.
against any
 loss or damage caused to or suffered by the Corporation by reasons
 of any breach by the said Contractor of any of the terms or conditions
 contained in the said Agreement.

2. We,..... (indicate the name of bank) do hereby
 undertake to pay the amount due and payable under this guarantee
 without any demur, merely of loss or damage caused to or
 would be caused to or suffered by the Corporation by reason of breach
 by the said Contractor(s) of any of the terms of conditions contained
 in the said Agreement or any reason of the contractor(s) failure to
 perform the said agreement. Any such demand made on the bank shall
 be conclusive as regards the amount due and payable under this
 guarantee shall be restricted to an amount not exceeding
 Rs.....

3. We undertake to pay to the Corporation any money so demanded not
 withstanding any dispute or dispute raised by the Contractor(s) /
 Supplier(s) in any suit or proceeding pending before any court or
 tribunal relating 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
 contractor(s) Supplier(s) shall have no claim against us for making
 such payment.

Contractor

No. of Corrections

Executive Engineer

4. We,(Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be forcible till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....(office/Corporation)of(indicate the name of Administrative Officer) certifies that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee from all liability under this guarantee thereafter.

5. We..... (indicate the name of Bank) further agree with the Corporation shall have the fullest liberty without our consent and without affecting in any manner of obligations here in under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or postpone for any time to time any of the powers exercisable by the Corporation against the said Contractor(s), and to forth or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relived from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or by any such matter or thing whatsoever which under the law relating to surety would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the change in the constitution of the Contractor/Suppliers.

7. We..... (Indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing. Dated theday of.....200

for.....
 (indicate the name of bank)

APPENDIX 'J'
(On Rs. 500/- Stamp Paper)
AGREEMENT

Articles of agreement executed on this theof.....Two Thousand..... Between the Executive Engineer, KIDC (hereinafter referred to as KIDC 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 the KIDC a tender for the work Specified therein subject to the terms and conditions contained in the said tender.

Whereas the bounden has also deposited with KIDC 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 the KIDC.

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

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

Contractor

No. of Corrections

Executive Engineer

In witness where of Shri
(Name and designation) for and on behalf of the KIDC 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.....Sign;.....

2.....Sign;.....

Signed by

Shri.....Date:

In the presence of witness:

1.....Sign;.....

2.....;.....,..... Sign;.....

Affidavit (on Rs.100/- Stamp Paper)

NAME OF WORK: Gadnadi Medium Irrigation project Tal: Sangameshwar Dist: Ratanagiri 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 Gadnadi Dam

Iage 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/ fraudulent 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/ fraudulent 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/ authorized signatory)

(seal of company)

SELF EVALUTION SHEET

To,
 Executive Engineer,
 Irrigation Project Construction Division,
 Chiplun

Sr. No.	Name of Document	Page no.
1	Copy of payment receipt for tender fee and EMD and proof that Payment is made from contractor's own Bank account.	
2	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.	
3	Deed of partnership or Article of Association and Memorandum of Association for limited Company, duly registered, if applicable and certified copy of Power of attorney in case of partnership firm and limited company.	
4.	The specified item as per Schedule C (specifications) MAF (Manufacturer's Authorization from) of the specified branded OEM (Original equipment manufacturer's) along with specified certifications.	

(Signature of contractor)

(seal of company)

APPENDIX 'K'

UNDERTAKING

1. I/We.....agree to accept the payments of the work done as and when the funds are made available by Konkan Irrigation Development Corporation, Thane.
2. So also, I/We..... Hereby agree to complete the work on my own cost and will not demand the payment of work done for minimum period of three years. I/We will not demand any claim on account of the pending liabilities with Konkan Irrigation Development Corporation, Thane.
3. 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. 12 months from the date of issue of work order.
4. I/We..... Agree that this undertaking supersedes the clause No. 10 of B-I Form and clause No. 17 of Special Conditions of Contract and may other clauses regarding payment of bills; I/We also agree that this undertaking shall from a part and Partial of original tender.

Signature of the Contractor

LETTER OF TRANSMITTAL.

To,
Executive Engineer,
 Irrigation Project Construction Division,
 Chiplun

**Subject: - Gadnadi Medium Irrigation project Tal: Sangameshwar
 Dist: Ratanagiri 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 Gadnadi Dam**

Having examined the details given in information and instruction to applicants for the work. (Enter the name of work mentioned at the 4.1 of Section IV)

I (We) hereby submit the Main Tender information and relevant documents.

I (We) hereby certify the truth and correctness of all statements made and information supplied in the enclosed Form- 1 to 5 , Appendix & Undertaking.

I/We have furnished all information and details necessary for the Main Tender as bidder (s) and that no further information remains to be supplied.

I/We authorize the project authorities to verify the correctness therefore as well as to approach any Govt. department individuals, employees, firms and/or corporation to verify correctness of information submitted by me/us to prove my/our competence and general reputation.

I/We submit the following certificate(s) in support of our eligibility; technically know how, capability and having successfully completed the works from the clients/owners of respective works.

- 1.
- 2.
- 3.
- 4.

Enclosed. -

Seal of applicant.

Date of submission:

Signature of Applicant/Contractor.

UNDERTAKING – 1

Undertaking of contractor regarding performance.

To,
Executive Engineer,
Irrigation Project Construction Division,
Chiplun

Sir,

I.....
Contractor declare that during last 2 years of the date of this undertaking,

1. As a contractor, I have never been penalized for any work carried out by me nor I have been blacklisted by any Govt. Deptt. previously.
2. I have not abandoned any work for reasons attributed to me.
3. I have not delayed completion of any work for reason attributed to me.

I undertake that the above information is true to the best of my knowledge & belief. I fully aware that my prequalification bid or tender will be treated as non responsive & will be summarily rejected at any time if above information is found to be false & misleading by the concerned authority.

Signature of Contractor

UNDERTAKING – 2

Undertaking about inclusion of all works in hand in and correctness of the data.

To,
Executive Engineer,
Irrigation Project Construction Division,
Chiplun
.

Sir,

- 1) I undertake that the given information in Tender documents are true and correct.
- 2) I have not omitted any work in hand i,e information provided in form includes all the work in hand.
- 3) I know that if at any time, it is noticed that I have not submitted, information regarding all the work in hand (works in hand means, the works for which final bill is not passed and work is physically incomplete), that I will be disqualified from tender process at any stage of the bidding by the department.

Signature of Contractor

UNDERTAKING – 3

Undertaking about Personel and Plants & Equipments.

To,
Executive Engineer,
Irrigation Project Construction Division,
Chiplun

Sir,

- 1) I undertake that I will make available suitably , qualified personel as per the tender , if the work is awarded to me.
- 2) I undertake that I will deploy the machinery required for the work , as per the tender , if the work is awarded to me.

Signature of Contractor

UNDERTAKING - 4

To,
Executive Engineer,
Irrigation Project Construction Division,
Chiplun

Sir,

I ----- , have submitted my tender offer for the above referred work. I have to state that I have studied all tender documents and conditions carefully and I am agree with the tender and terms and conditions of the tender.

Signature of Contractor

APPENDIX 'L'

Authority letter for Site Visit and Geo-Tagging

(As per WRD GR Date No-3 Tender 0417/□□□□□/□□□□□-II Mantralaya Mumbai Dt-08 April 2021)

This is to certify that Shri(Name of person) is authorized representative of M/S(Name of bidder).

He has been authorized to visit the site, Important location of Project and evaluate the work cost. He is also authorized to complete the Geo- Tagging on his visit for quotation o the tender -----
----- His photo identity is enclosed with this letter.

Signature of shri.....is certified as below.

Name & Signature (authorized representative)	Name & Signature of bidder with seal

Date:- / /

Time:-

Place

Note:- 1) Authority Letter To be dropped in DROP BOX at site.

2) To be submitted with Geo-Tagging, in envelope No.1

3) Process of Geo-Tagging:-

- **Open Play Store in Mobile**
- **Download GPS Map Camera App or may use any other application**
- **Take Geo-Tag Photo & Add GPS Location Stamp**
- **(Take Photos at all 3 predefined Locations)**
- **(Showing date,time,Latitude & Longitude)**

Contractor

No. of Corrections

Executive Engineer

०४१७/००८.०००.०२४७/०००००५१ ०००००००३
 ००००००००३

Certificate of Geo – tagging

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

I have uploaded Geo- tagged photo in envelope no.1 along with this Certificate.
 I have Visited/Studied scope of work, site conditions, Verified provision in tender documents, resources available and difficulties / restriction of site in all respect.

(Signature of Bidder/ authorized signatory)

To,
Executive Engineer,
 Irrigation Project Construction Division,
 Chiplun Dist. Ratnagiri

**ELIGIBILITY CRITERIA FOR
POST QUALIFICATION OF
TENDER**

4. **ELIGIBILITY CRITERIA- Not Applicable**

~~Tender costing For Qualifying Criteria~~

Contractor

No. of Corrections

Executive Engineer

1. ~~The contractor's maximum annual turnover of last five financial years i.e. 75% Rs. Lakhs.~~
2. ~~Minimum cost of similar type of work completed at one work i.e. 30% Rs. Lakhs. **Cannot consider Subletted work by other contractors.**~~
3. ~~Scan copy of minimum quantities i.e. 30% of work satisfactorily executed in any year during the period of last five years.~~
4. ~~Every year 10 percent increase in growth should be considered for calculation of turnover, cost of work etc, from previous year to current year. The Balance sheet of annual turnover of the contractor should be certified by the Chartered Accountants.~~
5. ~~The bidder shall submit accurate and complete list & value of balance works in hand. and it is mandatory to submit the information about the work immediately if it receives a new Works (if the work order is received) before the final decision regarding the concerned tender. Otherwise, the Contractor cannot participate in the tender process of Water Resources Department for the next three years.~~

MINIMUM QUANTITIES OF MAIN ITEM i.e. 30%

The bidder should have executed prescribed minimum quantity of following main item in any year during the period of last five years.

Sr.No.	Item	Unit	Quantity
1			
2			

EXPERIENCE OF SIMILAR TYPE OF WORK: -

Contractor 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 along with MAF (Manufacture's Authorization from) from OEM (Original equipment manufacturer) of the specified branded companies.

3. BID CAPACITY: - Not Applicable

~~Which shall be calculated as below? In order to assess the experience and capability of contractor for execution of the work under consideration. The applicant bidder, as a prime contractor/sub contractor should satisfy the minimum of Bid capacity =~~

~~The formula for evaluation of Bid Capacity is~~

$$\text{BID CAPACITY} = (A \times N \times 2) - B$$

~~Where,~~

~~**A** = Maximum value of annual turnover in during the period of last five years (updated to the price level, of)~~

~~The submission of information above is obligatory. In case of non submission of as above, it shall be concluded that contractor does not have adequate Bid~~

~~Capacity and shall not be considered for Post Qualification.~~

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

~~The bidder shall submit accurate and complete list & value of balance works in hand. and it is mandatory to submit the information about the work immediately if it receives a new Works (if the work order is received) before the final decision regarding the concerned tender. Otherwise, the Contractor cannot participate in the tender process of Water Resources Department for the next three years.~~

~~The Value of B shall be ascertained from the certificate as prescribed in Form 2~~

~~**N**=No of years prescribed for completion of the civil work for which the bids are invited.~~

FORM AT-II**Calculation of Bid capacity of the Bidder**

This format calculate the Bid capacity of the Bidder based on information submitted by the bidder

Where N = Period for completion of work.

(Bidders Self declaration regarding Bid Capacity)			
Bid Capacity = (AxNx2) – B			
1	<p>A – Maximum value of annual turnover in during the period of last five years (updated to the price level, of-)</p> <p>The submission of information above is obligatory. In case of non submission of as above, it shall be concluded that contractor does not have adequate Bid Capacity and shall not be considered for Post Qualification...</p>	(A)	In Lakh
2	N = Time period of tender in years	(N)	Nos
3	B = Value Declared in Format 4	(B)	In Lakh
4	Bid Capacity		In Lakh

Signature of Contractor

FORMAT – 1

Contractor

No. of Corrections

Executive Engineer

(Format for computation of "A")

(Declaration of Contractor regarding (A) Value of Civil Engineering Works executed in last 5 years ascertained from total receipts on account of Civil Engineering Contracts received in a year

No. of Year	Year	Year Annual turnover In Rs. Lakhs	Amount received against Civil Engr. works executed excluding advances as per ITR certificate/ Balance sheet. (Rs. Lakhs)	Multiplying factor for updation	Updated value (Rs. Lakhs)
1	2	3	4	5	6
V				1.5	
IV				1.4	
III				1.3	
II				1.2	
I				1.1	

_____ Value of A (Maximum of value out of Year 1 to 5) =

Contact Phone No. & Address of Chartered Acct. _____ Seal & sign of Chartered Acct.

Date :- _____ Signature of Contractor

Note:-

The bidder will be disqualified if the information is not certified by the chartered Accountant.

FORMAT – 2

Contractor

No. of Corrections

Executive Engineer

Declaration of Contractor regarding value of Existing Commitments (B) in the period stipulated for completion of work.

Sr. No	Name of works in hand	Agreement No.	Name of Division issuing certificate		Balance cost of work on date given in work done certificate Rs. Lakhs.	Value (B) work to be executed Rs. Lakhs.
			Name of Division	Ref. & Date of certificate		
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						
7						
8						
9						
					Total value of B=	

Total value of B to be considered for Bid Capacity = Rs. Lakhs.

I undertake that details of all the works in hand are given in above format.

Signature of contractor

Contractor

No. of Corrections

Executive Engineer

VOLUME – I
(5)
SECTION - IV
CONDITIONS OF CONTRACT

**B-I TENDER FORM
CONDITIONS OF CONTRACT**

**A) Security
Deposit**

*PWD Resolution No.
CAT/1087/CR. 94/Bldg.2
Dt. 14/6/1989.*

Clause - 1:

The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators & assigns) shall (a) within 10 days (which may be extended by the Superintending Engineer concerned up to 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 the form of demand draft or guarantee of Nationalized/ Scheduled bank situated in the state of Maharashtra endorsed in favour of the 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 Corporation at the time making any payment to the contractor for work done under the 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 in (g) of the memorandum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Corporation under the terms of his contract may be deducted from or paid by the sale of sufficient part of his Security Deposit or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduce by reason of any such deduction or sale as aforesaid, The contractor shall within 10 (Ten) days thereafter, make

good in Demand Draft or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in Demand Draft may, at the cost of the depositor, be converted, into interest bearing securities from any Nationalized/ Scheduled bank situated in the state of Maharashtra provided that the Depositor has expressly desired this in writing.

B) Additional Security Deposit

In case contractor's offer is less than 90% of the updated estimated cost as stated at Sr. No. 5 of Annex 'A', Additional security deposit in the form of irrevocable Bank Guarantee for a period equal to period of contract, and for an amount equal to 10% the difference of the 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.

If the amount of the security deposit to be paid in a lump sum and additional security deposit in the form of irrevocable bank guarantee is not paid within the period specified at (A) above the tender / contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded alongwith the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 50% amount of Security Deposit shall be refunded along with the payment of final bill. The amount of security deposit retained by the Corporation shall be released after expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete

rectification work within the period upto which the contractor has agreed to maintain the work in good order, then, subject to provisions of Clauses 17 and 20 hereof the amount of Security Deposit retained by Government shall be adjusted towards the excess cost incurred by the department on rectification work. The Corporation shall get liberty to recover any cost of rectification in excess of Security Deposit from any amount due to the contractor under this work or any other work or as arrears of land revenue.

*Non submission of the above Additional security deposit will result into forfeiture of the E.M.D. and additional E.M.D. 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 complete work.

(C) Security deposit on account of additional work as per provision of clause 14, 38 and extra items :-

During the course of execution of work if the amount of work is increased as per the provision of clause 14, 38 and due to extra items then additional security deposit will be deducted from the bills as provided in memorandum at e (iii).

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 the work is given to the contractor. The work shall

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

The part works in specified time slice as per the programme given in Annexe '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 Annexe 'A' to section-1 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 contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer / Chief 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, 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

**Action when
whole of security
deposit is
forfeited**

should be the final authority in this respect.

Clause - 3 :

In case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of the security deposit whether paid in one sum or deducted by installments 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 Corporation shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government.

a) To rescind the contract (for which rescission notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case the Security Deposit of the contractor shall stand forfeited and be absolutely at the disposal of Corporation.

b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant and charges on additional supervisory staff including the cost of work charged establishment employed for getting the 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 to be incurred and 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 thereof as shall 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 contract 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 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 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 contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of 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 contractors the amount of excess shall be deducted from any money due to the contractor, by Government / Corporation under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that contractor shall have no claim against Government/Corporation even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that which ever of the three courses mentioned in clause (a), (b) or (c) is adopted and the cost of the work executed

exceeding the value of such work credited to the contractors the amount by Government under the contract or otherwise howsoever or from his

security deposit or the sale proceeds thereof provided, however, that contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (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 into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contractor.

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

Clause - 4 :

If progress of any particular portion of the 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 the contractor 10 days notice in writing.

The Corporation will have to order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case all expenses incurred to advertisements for a 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 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 certificate of the Executive Engineer as to all the cost for 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 money due to the contractor by Government or Corporation under the contract or otherwise howsoever or from a security deposit and Additional security deposit or the sale proceeds thereof provided, however, that the contractor shall no claim against Corporation even if the certified value of the work done through new contractor exceed the certified cost of such work and allied expenses. The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract.

The contractor 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 and 4.

Clause-5 :

In any case in which any of the powers conferred upon the Executive Engineer by clause 3 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a

waving 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 clause 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 or require removal of or sell contractors plant

In the event of the Executive Engineer taking action under clause 3, he may, if he so desires to take possession of all or any tools, plant, materials and stores in or upon the work of the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of contract, rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, In the alternative the Executive Engineer may after giving notice in writing to the contractor or his clerk of the work foreman or other authorized agent require him to remove such tools, plant & materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's 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 expenses 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

Clause - 6 :

If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other

ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer may, with prior approval of the officer accepting the tender, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Authority accepting the tender in this matter shall be final.

**Completion
Certificate**

Clause - 7 :

On the completion of the work the contractor shall be furnished with a certificate by the Engineer or Executive (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor 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, wall, floor, or other parts of any building in or upon which the work has been executed or of which he may have had possess for the purpose of executing the work, or until the work , or until the measured by the Engineer-in-Charge or where the measurement have been taken by his subordinates until they have received approval of the Engineer-in Charge, the said measurements being binding and conclusive against 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 salt thereof.

**Payment on
intermediate
certificate to be
regarded
as advances**

Clause 8 :

No payment shall be made for any work estimated to cost less than rupees Ten thousand till after the whole of work shall have been completed and a certificate of completion given, But in the case of works estimated to the cost more than rupees Ten 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 payment by way of advance against the final payments only & not as payments for work actually done and completed and shall not preclude the Engineer-in-Charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts 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 completion of the work, otherwise the Engineer-in charge's certificate of the measurements and of the total amount payable for the 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. 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed full in accordance with the sanctioned specifications. In cases, where the items of work are not accepted as so completed by the Engineer in-charge he may make payments 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 :

Before starting of the work all the initial ground levels / foundation levels shall be taken by the authorized Engineer of the Corporation in presence of the contractor or his authorized engineer and same shall be signed by the contractor in token of his acceptance. A computerized L-Section, Cross Sections and Plan showing levels should be prepared by contractor and submitted to Executive Engineer based on above measurements without which work will not be started.

Contractor shall employ a qualified Engineer as his authorized representative to be present while taking measurements by authorized Engineer of the Corporation.

Running Account bill shall be submitted by the contractor in each month on or before 10th day for all work executed in the previous month on the basis of measurements taken by him or his authorized engineer.

The measurements for payments of running

account bills 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 corporation.

The initial levels before starting the work/foundation levels/final measurements/final levels shall be taken by the corporation Engineer of the contractor in the presence of Engineer in charge or his authorized representative and the same shall be got attested a from the Engineer in charge or his authorized representative in token of acceptance.

Certification of R.A. bills for payment by the corporation will be carried out as under (Ref. stipulation under the special condition of the contract for payment condition.

Payment of R.A. bills will be regulated as under:

1. The bill due will be certified for payment after scrutiny and due acceptance of 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. However, the payment of final bill will be made only after:

(I) Detailed Scrutiny of the measurements and acceptance of the bill thereafter, and

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

Bills to be on printed forms

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

Stores supplied by Corporation

Clause - 12 :

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Corporation or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such

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 any 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 the sale thereof if the security deposit is held in Corporation securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Corporation & shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Corporation store, if the Engineer in charge so 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 materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damages to any such materials.

Clause - 12(A) :

If all stores of controlled materials such as cement, steel, etc., supplied to the contractor by Corporation should be kept by the contractor under lock and key and will be accessible for inspection by the Executive

Engineer or his 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 every 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 confirm exactly, fully & faithfully to the designs, drawings 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 work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract Drawings and working drawings if required by him, shall be supplied at the rate of Rs.3000/- per set of contract drawings and Rs.200/- 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 alteration in or additions to the original specifications, 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 alteration 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

Rate for works not entered in estimate or schedule of rates

of the district

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 decided as per procedure mentioned in Clause 38(3).

Extension of time in consequence of additions or alterations.

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 alterations above referred to shall be within the scope of such designs, drawings, & specifications appended to the tender.

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

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

Clause - 15 :

(1) If at any time after the execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which the Corporation 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 as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

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

(3) Where the Engineer required to 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 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 Engineer under sub-clause (1) in that behalf.

OR

(ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

OR

(iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rate for the item specified in the tender is more than Rs.5000/-.

It shall be open to the contractor, within 90 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

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

suspension of work or (iii) notice under clause 14 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage, suspension or curtailment and require the Corporation 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 Government shall thereafter take over the material so offered, provided the quantity offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

No claim to compensation on account of loss due to delay in supply of material by Corporation.

Clause - 15 (A) :

The contractor shall not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials where such delay is caused by:

- i) Difficulties relating to the supply of rail way wagons,
- ii) Force majeure.
- iii) Act of God.
- iv) Act of enemies of the state or any other reasonable cause beyond the control of Corporation.

In the case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the work as shall appear to the Executive Engineer to be

reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor and will be governed by the provisions of Clause 6.

Time limit for unforeseen claims

Clause - 16 :

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

Action and compensation payable in case of bad work.

Clause - 17:

If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in-charge or his 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 the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith 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 materials or articles so specified and provide 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 estimate for every day not exceeding 10 days, during which the failure so continues and in case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore, subject to Clause 9.

Work to be open to inspection

Contractor or responsible agent to be present.

Clause - 18 :

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his 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 the Engineer-in-charge and his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractors duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself. Contractor to provide safe arrangements for inspection of work at his cost.

Notice to be given before work is covered up

Clause - 19 :

The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place 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 expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

**Contractor liable
for damage done
& for
imperfections**

Clause - 20 :

If during the period as specified below from the date of completion as certified by the Engineer-in-charge pursuant to clause- 7 of the contract or as per below table after commissioning the work, whichever is earlier, in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe 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 there for in the said notice and or to

complete the same as afore said as required by the said notice, the Executive Engineer will get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Corporation the amount such costs, charges and expenses sustained or incurred by the Corporation of which the certificate of the Executive Engineer shall be final and binding of the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and on 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 Corporation, the same may be recovered from the contractor as arrears of land revenue.

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

Structure	Defect Liability Period
Dams > 25 m. height.	36 Months
Dams < 25 m. height.	24 Months
Canal & Structures.	12 Months
Major Structures / Bridges	24 Months
Survey work	6 Months

Contractor to supply plant, ladder, scaffolding 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 correct, be supplied from the departmental stores), plant, tools, appliances, implements, ladders,

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

carriage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which is entitled to require together with the carriage there for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighting 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 expenses of the contractor and the 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 from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by any such person. The contractor shall indemnify the Government / Corporation 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 connections.

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

(b) A 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 ladders shall -

(i) be of sound material;

(ii) be of adequate strength having regard to the loads & strains to which they will be subjected; and

(iii) be maintained in proper condition.

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

(e) Scaffolds shall not be over-loaded and so far as practicable 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) Scaffold shall be periodically inspected by the competent person.

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

(i) working platform, gangways, stairways shall-
(i) be so constructed that no part thereof can sag unduly or unequally;

(ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping; and

(iii) be kept free from any unnecessary obstructions.

(j) In the case of working platform, gangways, working places and stairways at the height exceeding 3 meters.

(i) Every working platform, and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety;

(ii) Every working platform and gang-way shall have adequate width; and

(iii) Every working platform, gangway, working place and stairway shall be suitable 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 excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.

(1) When persons are employed on 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 scaffold or other working places.

(n) Safe means of access shall be provided to all working platforms 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 regulations as regards the Hoisting Appliances to be used by him -

(a) Hoisting machine and tackle, including their attachments, anchorages and support 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 housing or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

(c) Hoisting machine and tackle shall be examined and adequately tested after erection on the site and before use and before re-examined in position at intervals to be prescribed by the Corporation.

(d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

(e) Every crane driver or hoisting appliance operator shall be properly qualified.

(f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold which, of give signals to the operator.

(g) In the case of every hoisting machine and of 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 proceeding 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 (g) above shall be loaded beyond the safe working load except for the purpose of testing.

(k) Motors, gearing transmissions, electric wiring and other dangerous part or hoisting appliances shall be provided with efficient safeguards.

(l) Hoisting appliances shall be provided with such means as will reduce to minimum and 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 load becoming accidentally displaced.

**Measure 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 permission is given, and also in all cases when destroying cut or dug up

trees brush-wood, grass etc. By fire, the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.

Liability of contractor for any damage done in or outside work area.

Clause - 23 :

Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government 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 estimate of the Engineer-in-charge subject to the decision 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 Corporation to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence thereof.

Employment of female labour

Clause -24: ~~The employment of female labour on works in neighborhood in soldier's barracks should be avoided.~~

DELETED.

Work on weekly holidays

Clause - 25:

No work shall be done on weekly local holidays, without the sanction in writing of the Engineer-in-charge.

Work not to sublet.

Clause - 26 :

The contract shall not assign or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his

Contract may be rescinded & contractor security deposit forfeited for subletting it without approval or for bribing a Corporation officer or if contractor becomes insolvent.

contract, or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or 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 Corporation officer or person in the employment of Corporation in any way relating to his office or employment, or if any such officer or person shall be become in any way directly or indirectly interested in the contract, the Engineer-in-charge may there upon by notice in writing rescind the contract, and the security deposit of the contractor shall there-upon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensure as if the contract had been rescinded under Clause-3 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 him 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 condition shall be considered as a reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Changes in the constitution of firm to be notified

Clause - 28 :

In the case of tender by 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

Clause - 29 :

All works to be executed under the contract

Engineer.

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 out.

Direction and control of the Superintending Engineer.

Clause - 30.1 :

Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation under the code, rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all question relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Direction and control of the Superintending Engineer.

Clause - 30.2 :

The contractor may within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the Chief Engineer / Executive Director concerned with the contract, work of project provided that -

- (a) The accepted value of the contract exceeds Rs.10 lakhs (Rs. Ten Lakhs).
- (b) Amount of claim is not less than Rs. 1.00 Lakh (Rs.One lakh).

Direction and control of the

Clause - 30.3 :

**Executive
committee/Claims
Committee**

If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the contractor may, within 30 days of receipt by him of any such order, appeal against it to the Managing Director, Konkan Irrigation Development Corporation, Thane, who if convinced that prima-facia the contractor's claim rejected by Superintending Engineer / Chief Engineer/Executive Director is not frivolous and that there is some substance in the claim of the contractors as would merit detailed examination and decision the executive Director shall put the Executive Committee / Standing Committee at Corporation level for suitable decision.

**Stores of
European or
American
Manufacture to be
obtained from the
Corporation**

Clause-31:

The contractor shall obtain from the Corporation stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required thereof 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 as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule in Form-A attached to the contract and if they are not entered in the said schedule, they will 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 sum in
estimate**

Clause - 32 :

When the estimate on which a tender is made includes lump sums in respect of parts of the

work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or if the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may as 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 provision of this clause.

Actions where no specifications

Clause - 33 :

In the case of any class of work for which there is no such specification as is mentioned in rule, such work shall be carried out in accordance with the Divisional Specifications & in the event of there being no Divisional specification then in such case the work shall be carried out in all respects in accordance with all instructions & requirements of the Engineer-in-charge.

Definition of work.

Clause - 34 :

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

Contractor's percentage whether applied to net or gross amount of bill.

Clause - 35 :

The percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

**Payment of
quarry fees &
royalties.**

Clause - 36 :

All quarry fees, royalties, and ground rent for stacking material construction materials, if any, shall be paid by the contractor.

The tender rates are inclusive of all the liabilities under Maharashtra Minor Minerals Extraction Rules, 1955, and amendments thereof and the contractor shall take all steps necessary as are essential in terms of Maharashtra Minor Minerals Extraction Rules, 1955, and amendments thereof.

The bill-wise royalty charges for construction material payable to the contractor shall be calculated separately from payment made to the contractor and amount so calculated shall be withheld in the form of deposit by the Corporation. The withheld amount shall be returned to the contractor on production of proof of payment of royalty charges to the Revenue Department of Government of Maharashtra.

**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 and or paid by Corporation as principle under sub-section(i) of section 12 of the said act on behalf of the contractor, it shall be recoverable by Corporation from the contractor under sub-section (2) of the said section such compensation shall be recovered in the manner laid down in clause-1 above. The contractor shall indemnify the Government / Corporation against such compensation.

Clause - 37 (A) :

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Corporation the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Corporation from any amount due or that may become due to the contractor.

Clause - 37 (B) :

The contractor shall provide all necessary personal safety equipment and firstaid 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 workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(b) When work is carried on in proximity to any place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

(c) Adequate provision shall be made for prompt firstaid treatment of all injuries like to be sustained during the course of the work.

Clause - 37 (C) :

The contractor shall duly comply with the provisions of the Apprentices, Act-1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act the said rules and on his failure

or neglect to do so, he shall be subject to all the liabilities and penalties provided by the said Act and said Rules

Claim for quantities entered in the tender or estimates.

Clause -38:

This clause will be operated as per WRD circular No. nvida-0812/(420/2012)/mopra-1 Dated 11/10/2012

~~(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 Schedule 'B' Part-I of 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 in the quantity of the item does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs. 5000/-~~

~~———— The execution of quantities in excess of 125% any item shall not be done without prior approval of corporation. The decision of corporation regarding this shall be binding on contractor.~~

~~(3) The contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub-clause (2) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates— (i) derived from the rates entered in the current schedule of rates and in the absence of such rates, (ii) at the rate prevailing in the market, 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 work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited, (for the purpose or operation of this clause, this cost shall be taken to be as shown in Annexe 'A' para 5 of Detailed Tender Notice,~~

~~4) The provisions of this clause will not be applicable to the additional anticipate items in schedule 'B' Part II.~~

~~5) To be operated along with special conditions No. 55.~~

~~6) The clause is not applicable to extra item.~~

**Employment of
Famine labour etc**

Clause - 39 :

The contractor shall employ any famine convict or other labour of a particular kind of 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 Claim for compensation for delay In starting the work. in the starting of the work on account of acquisition of land or in the case of clearance works, on account of any delay in according to sanction of estimates.

**No 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 barrow pits or compartments. The rates are inclusive for hard or crashed soil, excavation in mud, soil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

**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 instructions of the Engineer-in-charge or of his subordinate in

charge of the work. Failing such authority the contractor shall have no claim to ask for measurement of or payment of work.

Minimum age of persons employed, the employment of donkeys and for other animals

Clause-43:

(I) No contractor shall employ any persons who is under the age of 14 years.

(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 tape (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 condition and no responsibility shall be accepted by corporation 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 be decide the same. The decisions of the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Corporation at the sanctioned tender rates.

(v) The 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.

(vii) All facilities provided in the contract labour (Regulation & Abolition Act, 1970), the Maharashtra Contract Labour Regulation and Abolition Rule, 1971, should be provided.

Method of payment.

Clause - 44 :

All Payment to the contractors shall be made only by cheque / NEFT / RTGS/ CMP through any Scheduled / Nationalized bank. No cash payment shall be made in any circumstances..

Acceptance of conditions compulsory before tendering the work.

Clause -45 :

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

Employment of scarcity labour.

Clause - 46 :

If Government declares a states of scarcity or famine to exist in any village situated within 16 km. of the work the contractor shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or be any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government/Corporation 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 decision shall be final and binding on the contractor.

Wages as per minimum wages Act.1948

Clause - 47 :

The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government/Corporation 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 exceeds 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 prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to confirm 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.

**Maharashtra Act
XIX of 1985,
Clause regarding
Turnover tax vide
P.W.D. Circular
No.CAT/1086/CR-
330-Bldg.2 dated
20th June, 1987**

Clause - 48 :

The rates to be quoted by the contractor must be inclusive of Sales Tax, Royalty, GST and other taxes. No extra payment on this account will be made to the contractor.

CLAUSE : 48 A -

(A)The rates quoted by the Contractor shall be rates excluding GST and including all other taxes but that the contractor will have to pay for the performance of this Contract. GST as per Govt. of Maharashtra Water Resources Department, Marathi Circular No. टिडीएस-०९१८ / (प्र.क्र.५९०/१८) /मोप्र-१ दि.१३.११.२०१८ Provisional amount of GST @ 2% i.e.1% C.G.S.T. + 1% S.G.S.T. will be deducted at Source (TDS)

Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) & PAN No. (Copy of PAN to be enclosed) Tender will be considered/accepted, if & only bidder has a valid GST registration no.

B) Bidder shall quote his rate excluding GST.

C) GST shall be paid on the amount of bill of the work done as per prevailing guidelines rate of GST during the period of work done as applicable.

D) 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.

E) Invoicing and payment-

1. The tax invoice for supply of goods & services should be raised as per the provision of the GST act & Rules & must compulsorily mention the departments & bidder GSTIN no., Description of Goods or services, taxable value, tax rate, amount of tax etc.
2. Reimbursement of GST to the bidder is contingent upon complying with the following condition by the service provider
 - a. Uploading the onword GST return in GSTIN network portal with statutory time period .
 - b. Discharging the GST tax liability to the govt.
 - c. Submission of tax invoice to department.
 - d. Submission of proof of payment of GST to department.
 - e. Availment of input tax credit by department.
3. GST will be paid by the employer/department on the accepted contract value at the rates applicable to the works contract to the bidder. The employer/department will perform such duties in regard to the deduction of other taxes & charges at source as per applicable law.
4. The bidder shall be responsible for applicable GST to the concerned authority. Extra payment towards GST will be reimbursed by the department on account of GST after due verification & subject to submission of documentary evidence by Engineer in charge.

Employment of local labours

Clause - 49 :

In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as

the date of sales tax 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 no. of persons as is available and thereafter may with the previous permission, in writing of the 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**

**Wages to be paid
to the skilled and
unskilled labourers
engaged by the
contractor.**

Clause - 51 :

Wages to be paid to the skilled and unskilled labourers engaged by the contractor.

The contractor shall pay the skilled labourers according to the wages prescribed by the minimum wages Act of 1948 applicable to the area in which the work of the contract is located.

Hiring of Machinery

**P.W.Dept.No.CAT/
1284(120)/Building-
-2 dated 14-8-85.**

Clause - 52 :

All amounts whatsoever which the contractor is liable to pay to the Corporation in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied/issued hereunder by the Corporation to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Corporation to the contractor for execution by him of the work and/or on which advances have been given by the Corporation to the contractor shall be

deemed to be arrears of the Land Revenue and the Corporation may without prejudice to any other rights and remedies of the Corporation recover the same from the contractor as arrears of land revenue.

**Maharashtra Contract
Labour (Rules 1977)**

**P.W.Dept.No.CA
T/1284(120)
Building – 2 date
14-8-85..**

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 statutes 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 Corporation 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 Corporation to such workers shall be deemed to be arrears of Land Revenue and the Corporation shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Corporation to the contractor hereunder or from any other amount payable to him by the Corporation.

**Maharashtra
Professional Tax**

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 the

**GST as per Amended
GST Rules.**

Corporation clearance certificate as and when demanded.

Clause - 55 :

GST will be applicable as per Government order.

***Conditions
relating to
insurance of
contract work***

Clause - 56 :

The Contractor shall take out necessary Insurance Policy / Policies so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period

COMPULSORILY from the **“Directorate of Insurance, Maharashtra State, Mumbai” only. Its postal address for correspondence is "264, MHADA, firstfloor, Opp. Kalanagar, Bandra (East), Mumbai - 400051." (Telephone No. 020- 26590403 / 26590690 and Fax No.022-**

26592461 / 26590403) Similarly, all workmen's appointed to complete the contract work are required to insure under workmen's compensation Executive Engineer shall reimburse Insurance policy/ premium with ceiling @ the rate of 1 % cost to tender against voucher of Directorate of Insurance Maharashtra State Mumbai. Insurance Policy / Policies taken out from any other company will not be accepted, if any contractor has not taken out the insurance policy from the **“Directorate of Insurance, Maharashtra State, Mumbai”** or has effected insurance with any Insurance Company, the same will not be accepted and up to 25 lakhs 0.50% above 25 lakhs 1% of the tender amount or such amount of premium calculated by the Government Insurance Fund will be recovered directly from the 1 st R.A. Bill payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers. The

contractor shall have to take additional Insurance for the increased cost of the work & also for the extended period of the work if any.

Labour Contract

Clause - 57 :

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

Supply of Fuel

Clause - 58 :

The contractor shall make arrangements 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 labours found cut the trees, the contractor shall be held responsible for the same and shall be punished as per the provisions in the Forest Conservation Act, 1980.

Condition for Malaria Eradication, Anti-Malaria and Other Health Measures (Govt. of Maharashtra P.W.D. Resolution No. CAT 1086/CR-243 /Bldg/2 Mumbai, dt. 11-09-1987)

CLAUSE : 59

a) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filarial) 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 guidelines prescribed under National Malaria Eradication

Programme and as directed by the Joint Director (Malaria and Filarial) 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 Government the amount spent by the Government on antimalaria measures to control the situation in addition to fine.

e) The contractor shall make sufficient arrangements for draining away the sewerage 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.

CLAUSE : 60 -

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 livable on him without any extra cost to Government.

CLAUSE : 61 - Labour Welfare Fund

Recovery in this regards will be made as per Government order.

CLAUSE: 62 – Contractor shall submit a certificate to the effect that **“All payments to the labour/staff -are made in bank accounts of staff linked to Unique Identification Number (AADHAR CARD).”** 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 then such certificates shall be submitted within 15 days from the date of commencement of contract.

Additional security deposit

CLAUSE: 63– As sanctioned in corrigendum

No. KIDC/AB-1/265/2016, Dated 30/01/2016 if cost of work increases to tender cost due to Excess Execution of any item or Extra item Rate List sanctioned Additional deposit will be recovered from R. A. Bill @ 2% on Excess Amount paid with respect to Tender Cost.

Geotagging

CLAUSE: 64– Each bidder will be required to visit the work site before submitting the tender. The visiting of work site should be done within 5 working days. Geotagging of the sites should be done at least three places of this work will be mandatory. As the Geotagging will be done by the contractor himself or his authorized representative. Contractor must Submit Geo-Tagging Certificate in envelope no.1, Otherwise contractor's envelope no. 2 will not be opened and contractor's tender will not be held valid. Contractor can't claim about sufficient and good Quality materials (insitu /field) availability lack of madage / labor, Extra lead statement for bringing material rather than from sanctioned lead statement, not availability of construction material/ machinery and other similar items Government Resolution No. Tender 0417/P K 247/MP-1 Mumbai-32 dated 05/07/2022

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Contractor

No. of Corrections

Executive Engineer

VOLUME - I

(6)

SECTION - VI

**SPECIAL
CONDITIONS OF
CONTRACT**

SPECIAL CONDITIONS OF CONTRACT

1. Contractor to inform himself fully:

The contractor shall be deemed to have carefully examined the work and site conditions, conditions of contract in B-1 form, the special conditions, the specifications, schedules and drawings and shall be deemed to have visited the work site, investigated his own quarries for rubble and sand and to have fully informed himself regarding the availability of construction materials, and leads involved 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 other specifications or any other matter concerning the contract, he shall in good time, set forth the particulars therefore 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 the Corporation, for exercising powers under this contract.

2. Contract Drawing and Specifications:

2.1 On acceptance of the tender, three sets of contract drawing 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. 3000/- (Rs. Three thousand 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 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.5000/- per set of contract drawings and Rs.200/- for each of such additional copy 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, within one month from the date of his receiving notice to start work, the contractor shall submit to the Engineer-in-charge for approval, computerized drawings or prints 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, a layout plan of construction plant and equipment for the execution of the work which the contractor proposes to adopt at site, roadways, temporary bridges, unloading facilities and storage yards, etc. which he proposes to put up at the site
- b) Then contractor shall 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 charges 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 drawing, 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 work site well as specification contained in this book of contract in general and in particular in two parts, viz. special conditions and specification for item of work. In case of any discrepancy or repugnancy in the clauses in the section, the specifications will prevail over special conditions.

(C) The special conditions of contract and the specifications shall prevail over clauses of B-I 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-I 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. Any damage or alternations 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 land are not handed over back to the Corporation within the time limit; specified above, penal rent as may be decided by the Engineer-in-charge will be recoverable. and further legal action to vacate land will be taken by Engineer-in-Charge.

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. Contractor shall note than any damage to the forest will attract the provision of Forest Conservation Act, 1980.

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 corporation and shall be disposed off in a manner and at a place shown in the drawings or as and where the Engineer-in-charge may direct.

7. Gold/silver, Minerals, Oils, Relics, etc. found on the 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/ Corporation 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 & co-operation with other contractors:

The Engineer-in-charge may, if he considers fit, from to 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 work 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 Corporation and his workmen or for the workmen of the Corporation who may be employed in execution on or near the site of work not include in the contract, or any delay expend insured by reason such default. The contractor shall not however, on account of any such. The contractor shall also not cause advertently or inadvertently any obstruction or impediments in progress of the other works being executed by Corporation or through other agencies. In the event of dispute regarding the claim, responsibility, liabilities etc. in respect of such facilities, the excision of the Engineer-in-charge shall be final.

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

9. Cleaning up:

The contractor shall at all times keep the construction areas and his colony and storage free from accumulation of a waste or rejected materials. 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 Engineer-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 by him, before he starts the actual work. Such a road layout plan will be scrutinized by the Engineer-in-charge and any modifications suggested by him will be binding on the contractor. If it is decided by the Engineer in-charge to have some of the roads proposed by the contractor as common roads for common use of corporation and other contractors or convenient and for compact and layout of work site , the contractor will be bound to construct them and allow them to be used simultaneously by other contractors and departments. In case of disputes, the decision of the Engineers-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 left necessary to work during the 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:

12.1 Before starting the work, and at the end before the work is covered, levels for plotting the longitudinal section (along the axis as decided by the Engineer-in-charge or his authorized representative) and cross sections of the portion of the work shall be taken by the authorized Engineer of the contractor in the presence of the Engineer-in-charge 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 section and cross section based thereon shall be final and binding on the contractor. The levels will be taken on such alignment and cross section as will be useful for reference permanently and described under 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. Based on the above measurements and levels recorded by the Engineer of the Corporation, the contractor shall prepare computerized drawings of plan, L-Sections, Cross Sections etc. on A-4 size paper and submit the same to Engineer-in-Charge. Thereafter the contractor can prepare, print and submit the Running Bills in the standard format for the payment.

13. Programme of Construction: Work and Progress Schedules:

The construction programme is given in Annexe "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 in good time a revised programme incorporating necessary' modifications proposed and get the same approved from the Engineers-in charge.

Additional detailed programme for each working season, beginning from October, showing the progress to the achieved month by month for controlling items shall also be submitted to the Engineer-in-charge not later than the 31 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 Engineers-in-charge shall not relive 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 to frame the programme after anticipating the rains, floods etc. Actual work turned out shall be mainly taken into account and not just the sum total of the various payments made to the contractor. The advance on the material brought to the site of work will be accounted for while arriving at the progress achieved by the contractor in terms of proportion of the total work tendered for.

14. Procurement, storage and maintaining cement store account:

Materials:

a) Cement

Only 43 grade OPC cement shall be used for this work unless otherwise specified by Engineer-in-charge. The cement shall conform to I.S. 269-1967 and subsequent revisions for Portland Cement and I.S.1489-1976 and subsequent revisions for Pozollana Cement.

All cement required for the work under this contract (if work cost is more than Rs.100 lakhs) shall be procured, well in advance by the contractor in polythene bags of twenty to a metric tone as received from the cement. Factories. The cement bags shall be branded by words GOVERNMENT OF MAHARASHTRA with 80 mm high & 15mm thin letters on one side of the bag. The contractor shall by written application collect the authorization letter indicating contract number, quantity of cement, the Engineers-in-charge to the Corporation approved cement factory, from where the contractor intends to purchase the cement to brand the cement bags as stipulated above. Following cement the factories have been approved by the Department

- | | |
|--------------|----------------|
| (1) ACC Ltd. | (2) Manik Garh |
| (3) L&T | (4) CCI |
| (5) Narmada | (6) Ragashree. |

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. shall be enclosed with the Running Account bills of work in which said cement is consumed.

Cement shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt Le. firstreceived being firstused.

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 corporation) So that it can taken out or fresh stock admitted with the knowledge of supervising staff pf the Corporation. The watch and ward of the cement stores shall be the responsibility of the contractor.

The account of receipt and issue of cement from store shall be maintained by the contractor in PWD Form No. 31 Stock Ledger and PWD Form **No.26** (Bin Cards). Stock quantity shown in ledger and bin cards should match with physical quantity in store. The stock account and physical quantity in store will be verified by Engineer-in-charge at any time. The surplus quantity found will be treated as less use in work and shortage quantity will be treated as less purchase. Such excess or shortage quantity found will be recovered from next bill of work. Further the work executed with less use of such cement quantity will be rejected and not paid for if does not fit into the standard cement

consumption.

Daily cement consumption report:

Contractor shall maintain daily cement consumption account for each item in format as directed by Engineer-in-charge. The daily quantity executed for all the items executed and cement consumed shall tally with the daily cement issued from store. The report of daily cement consumed, quantity executed shall be maintained by contractor on site and copy signed by the site engineer of the Corporation shall be Submitted to Engineer-in-charge. The abstract of item wise daily cement consumption and quantity executed shall be enclosed with bills by the contractor, which will form basis of payment of bills.

The empty bags shall be returned to Engineer-in-charge who will arrange to maintain the account of empty bags.

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.

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

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 corporation, at a price as negotiated by both the contractors and account for the same.

To sell the cement with prior written permission from the Engineer-in-Charge, to the Corporation at the Ex-factory price + Sales Tax + Octroi, if any + delivery at Corporation godown as directed by the Corporation. If the purchase price paid by the contractor plus delivery at Corporation godown is less than the above, the lower of the two shall be considered. The Corporation will accept the cement in branded bags only if the same is as per the specifications and of acceptable quality.

15. Quality Assurance and Testing:

It is the responsibility of the contractor to assure the desired quality of work. Whenever the testing of construction materials 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. The other tests of mortar, concrete, colgrout etc. shall be carried out in field laboratory set up by the contractor in presence of quality control representative. Contractor shall assure the Quality of work through this procedure. In addition to field tests carried out by contractor in his laboratory, surprise tests will be carried out by quality control wing as directed by Engineer-in-charge and as per quality control directions.

The materials, mixes and any other arrangements, including labours, shall be supplied by the contractor to the Corporation free of cost. The samples for testing shall be taken in the presence on Engineer-in-charge of his representative present in 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 result will be considered as authentic and binding on the contractor.

Payment: - Payment of quality control charges will be made through R. A. bills on production of receipt of payments made towards testing charges. Tender rates are inclusive of quality control testing charges.

16. Hire of Construction Equipment:

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

Rated Equipment:

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

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

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

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 Corporation'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 Engineers 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 consider. The log books shall be provided by the Corporation. The log books shall form the basis for raising debits against the Contractor.

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

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

In case of damage to the equipment during haulage to site of work from Corporation stores or servicing yard, full cost of 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 signal day at a time and the minimum charges to be levied will be 8(eight) hours plus mileage or a 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 that for four hours per day. Crusher shall not he hired for a period less than a month at a time the minimum charges of hire will be those for 25 (Twenty Five) days and (eight) hours per day.

17. Bills and Payments:

1) Two running payments in a month are permitted. first bill shall be submitted by the contractor by 10th day of the month, payment of this bill shall be effected as stated in clause 10 of B-I form. Second bill if necessary shall be submitted by the contractor by the 25th day. Payment therefore shall be effected as stated above. Non-submission of the bills on scheduled dates will absolve the corporation of the liability to make payment.

2) The format of running bill on which the bills are not submitted by the contractor will be supplied to the contractor by the Corporation. Printed copies of the bill forms as per this format shall be arranged by the contractor at his cost. The bills in five copies shall be submitted to the concerned Deputy Engineer, in the standard proforma only.

18. Security deposit- No interest will be payable on the security deposit accumulated from deduction from running account bill from time to time.

18 (A). No interest on money due to the contractor:

No omission by the engineer to pay the amount due upon measurement 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.

19. Other Contractor for the work:

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

Should Corporation enter into agreement with other contractors for specified items of the project work, each contractor 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 Engineers-in-charges 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 decision shall not vitiate any contract nor absolve the contractor of his responsibilities under the contract nor form the grounds for any claim of compensation.

20. Contract documents and matters to be treated as confidential:

All documents, correspondence, decision 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 any unauthorized person.

21. 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.

22. Breach on part of Corporation Not to Annul Contract:

No breach or non observance on the part of Corporation of any of the conditions contained herein shall annul this contract or discharge the

Contractor from the observance and performance thereof, but on application by the Engineer-in-charge, an extension of time be given to the contractor in respect of such breach or non-observance by the corporation, which shall be governed by Clause 6 of B-I 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.

23. Local Laws:

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

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 Corporation against all claims or liabilities arising from or based on the violation of such laws, ordinances, regulations, bylaws by him or his employee.

24. 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 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 position 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. The contractor shall have to submit information regarding proof of payment of Professional Tax and the clearance certificate in format vide Appendix "I"

25. Death, Bankruptcy etc.:

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

26. Notices, How to be given:

Where any legal or other notice or any other 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 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. 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 its 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 The 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 Notice by Contractors:

All communications and/or notices pertaining to works and concerning

matters, such as passing and approving of foundation, reinforcement and form work, measurements, mark outs, etc. shall not be addressed by the Contractor to an Officer below the rank sub-Divisional Officer. All such 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 the works, with due diligence or he violates any of provisions of the contract, The Engineers-in-charge may given 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 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 the contractor.

After the issue of the notice about default by the contractor the contractor shall not remove, from the site any plant, equipment and materials. The corporation shall have a lien on all such plants, equipments 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.~~

Price Variation Clause

33. **Price variation:**

If during the operative period of the Contract as defined in condition (i) below, there is any variation in the Consumer Price Index (New Series) for industrial workers for **Kolhapur** centre as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the Whole sale Price Index for all commodities, prepared by the office of Economic Adviser, Ministry of Industry, Government of India, or in the price of petrol/oil and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of:

1.	Labour Component	∴	-----%	The payment for Sr. No. 4 to 9 will Actual be applicable When said material will be actually used for Works.
2.	Material Component K2	∴	-----%	
3.	POL Component K3	∴	-----%	
4.	Bitumen Component	∴	-----/-	
5.	HYSD & Mid Steel Component	∴	Actual	
6.	MS Pipe Component	∴	Actual	
7.	Structural Steel Component	∴	Actual	
8.	Cement Component	∴	Actual	
9.	C.I. Pipe Component	∴	Actual	

Calculated as per the formula hereinafter appearing, shall be made Apart from these, no other adjustment shall be made to the contract price for any reasons whatsoever. Component percentage as given below are as of the total cost of work put to tender excluding star rate items. Total of Labour, material & POL components shall be 100 and other components shall be as per actual:

star rate Component

HYSD Steel star rate	Rs. ----- /- M.T.
M.S. Pipe star rate	Rs. ----- /- M.T.
MS Pipe star rate	Rs. ----- /- M.T.
Structural Steel star rate	Rs. ----- /- M.T.
Cement star rate	Rs. ----- /- M.T.
Bitumen star rate	Rs. ----- /- M.T.

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

1. Formula for Labour Component:

$$V_1 = \frac{0.85 \times P \times [K_1] \times (L_1 - L_0)}{100 \times L_0}$$

Where,

~~V₁ = Amount of price Variation in Rupees to be allowed for Labour component.~~

~~P = Cost of work done during the quarter under consideration minus the cost of Royalty charges ,Cement, HYSD and Mild Steel, bitumen, C.I. & D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration. Cement Rate : **Rs. 00/-** M.T,(Excluding GST) for HYSD Steel star rate **Rs. 00/-** MT. for MS Plate **Rs. ---/-** M.T.for structural steel **Rs. ---** M.T,(Excluding GST) Bitumen rate **Rs. 00/-**~~

~~K₁ = Percentage of labour component as indicated above.~~

~~L₀ = Basic consumer price index for Kolhapur center shall be average consumer price index for quarter proceeding the month in which the last date prescribed for receipt of tender falls.~~

~~L₁ = Average consumer price index for Kolhapur center for the quarter under consideration.~~

2. Formula for Material Component :

$$V_2 = \frac{0.85 \times P \times [K_2 \times (M_1 - M_0)]}{100 \times M_0}$$

Where,

~~V₂ = Amount of price variation in Rupees to be Allowed for Materials component.~~

~~P = Same as worked out for labour component.~~

~~K₂ = Percentage of material component as indicated above.~~

~~M₀ = Basic wholesale price index shall be average wholesale price index for quarter preceding the month in which to the last date prescribed for receipt of tender, falls~~

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

3. Formula for Petrol, Oil and Lubricant Component.

$$\frac{V_3}{P} = 0.85 \times \frac{K_3 \times (P_1 - P_0)}{100}$$

Where,

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

~~P = Same as worked out for labour component~~

~~K_3 = Percentage of petrol, oil & Lubricant component.~~

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

~~P_1 = Average price of H.S.D. at the **Mumbai** during the quarter under consideration.~~

4. Formula for Bitumen Component.

$$V_4 = Q_B (B_1 - B_0)$$

~~Q_B = Quantity of Bitumen (Grade.) in metric tonnes used in the permanent works and approved consideration.~~

~~B_1 = Current, average ex-refinery price per metric tonne of Bitumen (Grade..) under consideration including taxes (octroi, excise sales tax) during the quarter under consideration.~~

~~B_0 = Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average ex-refinery price in rupees per metric tonne including taxes (Octroi; Excise Sales Tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month, in which the last date prescribed for receipt of tender, falls, whichever is higher.~~

5. Formula for HYSD and Mild Steel Component

$$V_5 = S_0 \frac{(SI_1 - SI_0)}{SI_0} \times T$$

Where,

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

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

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

SI_1 = Average steel Index as per RBI Bulletin for the quarter under consideration.

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

6. Formula for Cement Component.

$$V_6 = C_0 \frac{(CI_1 - CI_0)}{CI_0} \times T$$

Where,

V_6 = Amount of price escalation in rupees to be allowed for cement.

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

CI_1 = Average cement Index published in the RBI bulletin for the quarter under consideration.

CI_0 = Average of cement Index published in the RBI bulletin for quarter preceding the month in which to the last date prescribed for receipt of tender falls.

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

7. ~~Formula wrought form C.I./D.I. Pipe Component~~

$$\text{---} V_7 = Q_D (D_4 - D_0)$$

Where,

V_7 = ~~Amount of price escalation in rupees to be allowed for C.I./D.I. pipe components~~

D_0 = ~~Basic rate of pipe in rupees per ton considered for working out value of P~~

D_4 = ~~Average pipe price in rupees per ton during quarter under consideration (Published by IISCO)~~

Q_D = ~~Tonnage of C.I./D.L pipe used in the works during the quarter under consideration.~~

The following conditions shall prevail:

i) ~~The operative period of the contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires. Taking into consideration the extension of time. If any, for completion of the work granted by the Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the Contract shall be final. And binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices, L_4 , M_4 , C_4 , P_4 , B_4 , SL_4 , and CL_4 to the levels corresponding to the date from which such compensation is levied.~~

ii) ~~This price variation clause shall be applicable to all contracts in B1/B2, & C form but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.~~

~~iii) The price variation under this Clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the contract from B1 / B2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under Clause 38/37 of the contract from B1 /B2 extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with, reference to the current DSR prevent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.~~

~~iv) This clause is operative both ways, ie. If the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Corporation shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.~~

~~v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.~~

Compensation for delay in completion of work on corporation account (this clause is applicable only if the estimated cost put to tender is more than Rs.100 Lakhs):

Compensation by way of relief on account of delay in completion of work due to (i) shortage of funds (ii) land acquisition and (iii) resettlement and rehabilitation issues, will be decided as described below.

In case of total stoppage of work, compensation for idle labour, staff associated with this work and working machinery deployed for this work for the period in question for which detailed record should be maintained by Engineer-in-charge based on the daily data submitted by the contractor for which acknowledgment will be issued by the Engineer-in-charge in confirmation after tallying data submitted by Sub-Divisional Engineer / Officer-in-charge of the work who will record this data in authorized measurement book as per provisions of

Appendix-42 of M.P.W. manual. Such compensation may be granted to the contractor after careful scrutiny of the data. The rates of idle staff, machinery, and labour will be adopted as per Corporation / Government guidelines.

Format for maintaining the record of idle labour, staff and machinery is enclosed for ready reference in Appendix "L" enclosed in this tender document.

The appropriate affected period for considering grant of relief shall be decided by the Chief Engineer of the project. However, the admissibility of relief under this Clause will be governed by provisions contained in Clause 15 of Conditions of Contract (B-1 Form).

Digital Photographic Record:

The contractor shall maintain digital photographic record of all components of the work showing monthly progress of work. The digital photographic record (C.D. / Pen Drive) shall be submitted in five sets to the Engineer-in-charge. The photographic record should include date and time. The expenses on this account shall be deemed to be included in contract price.

34. Co-Ordination with other contractors:

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

35. Undertaking under Contract Labour Act:

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

36. Photographs of the Works:

The contractor will not be allowed to take photographs 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 Corporation.

37. Data, Drawings to be furnished by the contractor:

- a) Prior to the commencement of the work, the contractor shall submit to the Engineer-in-charge for approval, drawings or prints in white ammonia paper of size 1020mm x 690 mm or 510 mm x 345 mm as may be suitable, in triplicate, showing the location of major plants, workshop if any roadways, temporary bridges, unloading facilities and storage yards etc. Which he proposes to put at the site and the contractor is supposed to plan with respect to the land provided and it shall not be responsibility of the Corporation to make available the land suitable to the plan submitted by the contractor.
- b) The Contractor shall submit to the Engineer-in-charge for approval within one month from the 'date of his receiving notice to start work.
 - (I) A layout plan of construction plants and equipments for the execution of the work which the Contractor proposes to adopt at site and
- c) Any changes in the approved layout will be subject to further approval from the Engineer-in-charge.
- d) The approval of the drawings, however, will not relieve the Contractor of his responsibility from any errors or omissions.

38. Fencing, Lighting and Ventilation:

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 per as

the same may be rendered necessary by reasons of the work, for accommodation of workmen, foot passengers or other traffic and owners and accidents that may occur on account of his failure to take proper and timely precaution

39. Maintenance of Services:

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

40. Liability for accidents to Person:

It shall be contractor's responsibility to protect against accidents on the work site. He shall indemnify the Corporation against any claims 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 Corporation against all losses or damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any, payable by the Government as a consequence of failure to give notice under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents.

In the event of accident in respect of which compensation may become payable under the Workmen's compensation Act VIII, of 1923 including all subsequent modifications thereof, Engineer-in-charge be sufficient to meet such liability out of the amount payable to the contractor.

These sums shall be recovered from the immediate payment due to the contractor in one installment or in more than one installments. The decision of the Engineer-in-charge regarding this shall be final 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 noticed that though the Corporation is a Principal employer the complete responsibility of compensation shall be on the contractor.

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

The Contractor shall supply and take up on 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 the completion of this contract.

42. Covering of works:

The Contractor shall give not less than the 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 measurements. Any work covered up or placed beyond the reach of measurements without such notice having been given or contest obtained, the same shall be uncovered at the Contractor's expenses and in default thereof not payment or allowance shall be made for such work or for materials with which the same was executed.

43. 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 Corporation ; have been provided as could be reasonably anticipated and should be taken as indicative only. The mount of work will depend upon the actual conditions that will\be encountered in the construction and the results of detailed designs which will continue to be refined as more field data and information comes to hand. If the work is started by the corporation, the quantities put to tender shall be reduce to the

extent the work is done by Corporation upto the date of starting the work by the contractor. No claims due to reduction in quantity on this account will be entertained.

**44. Accuracy of lines, levels and Grades:
Setting out**

a) The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimension, 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 Corporation near the site ,the value of which shall be given to the contractor ,by the Engineer in charge on demand by the contractor .Similarly the reference line in the form of centre line of junction wall and of some other components, if found by the Engineer-in-charge for complete setting out of the structure shall be given. All the setting out shall be with reference to this bench mark and reference line.c) If at anytime during the progress of works the error shall appear or arise in the position, level, dimension or alignment of any part of the work, the contractor shall rectify such error to the satisfaction of Engineer-in-charge without any extra cost to the Corporation.

c) The periodical checking of these by Corporation staff shall not absolve the contractor of his responsibility regarding accuracy .In case of deviation, the contractor shall make good to the discrepancy at his 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 proportion as he may consider reasonable.

d) It is the responsibility of contractor to preserve the benchmark and the reference points established for setting out.

45. Excavated Material:

All the materials available from excavation will be the property of Corporation 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 Corporation may be used by the contractor in the items of works included in Schedule 'B' or for ancillary or preparatory work free of cost. However, the contractor has to pay Royalty charges to Revenue dept. as per prevailing Government orders. Prior approval of Engineer-in-charge for such use shall, however, be taken. The contractor shall make proper arrangement for sorting out and stacking material of approved quality that he proposes to use as aforesaid. Corporation 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.

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

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

46. Safety Measures:

The contractor shall arrange for the safety in his operations as required including the provisions in the safety manual published by the Central Water and Power Commission, New Delhi.(Jan. 1962 Ed.) In case the contractor fails to make such arrangements the Engineer-in-charge shall be entitled to cause them to be provided and so 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 direction 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 excavation 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.

47. Maintenance during defect liability period:

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

From the date of issue of the completion, till the expiry of as per clause No. 20, the Contractor shall be liable for the replacement of any part of plant or work found to be defective from the cause from faulty materials or workmanship or other causes, for which in the judgment of the Engineer-in-charge, the Contractor responsible and for making good any damage arising there from.

48. Sundays And Holidays:

No work shall be done on weekly local holidays or on other Government holidays duly gazette or on holidays observed by local usage without the prior sanction of the Engineer-in-charge. With holidays 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.

49. Bank Guarantee:

Bank guarantee shall be given on the stamp paper of Rs.100/- in the form prescribed by the Corporation. The bank guarantee shall be valid for the entire period of contract till the date of issue of completion certificate as prescribed under Para No. 7 of Conditions of Contract.

And plus defect liability period. It will be the responsibility of the contractor to get validity of Bank Guarantee extended on the stamp paper of Rs. 100/- at least one month prior to expiry date from time to time failing which the Bank Guarantee shall be enclosed by the Corporation well before expiry date of bank guarantee and cash accrued will be at the disposal of the Corporation.

The Engineer-in-charge of the Corporation reserves the right to encash the bank guarantee in the event of breach of any of the term and condition of the contract and failure to perform as per contract.

The Executive Engineer is empowered to approach to the Bank for encashment and may take recourse to approach Reserve Bank of India's Vigilance Branch and Ombudsman' as found necessary.

50. Handing over of work:

The handing over of completed civic amenity work shall be done as per provision of the Maharashtra Project Affected Persons rehabilitation Act, 1999 and as per Marathi circular issued vide No.Punarvasan/ kavi-4/ 443/ 2007 Dt. 20/10/2007 by Divisional Commissioner, Pune Division, Pune and revisions thereafter including the decisions taken in the meetings of Revenue Officials, engineer in charge and representatives of project affected persons. The contractor shall hand over the completed civic amenity work to the concerned Gram Panchayat / Gram Samity and submit the copy of handed over papers to the engineer in charge or his authorized representative along with final bill of the work.

51. Instrumentation:

In case, it is proposed to have any instrumentation, in work, the instruments and their accessories will be procured and installed by the Corporation as per programmed 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 delay or obstruction that might be created due to installation or observation.

52. Inspection of Works:

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

The contractor shall, at his cost ,provide all necessary facilities for proper inspection and supervision of the work gangways, platforms, scaffolding and 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 shall comply with such directions.

53. Opening out works:

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

54. Removal of imperfect work and / or payment at reduced rates:

A. If it shall appea, 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, 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 the material shall have been include 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 rescued rates and his decision will be final and binding provided further that the option to replace the defective work or materials with ones in accordance with the specified standards.

B. Jurisdiction of court for disputes:

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

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

55.1 Clause No. 38 of B-I Tender Form pertains to payment of quantities of different items of Schedule 'B' in excess of 125% of the tendered quantities. It is to be clarified that in the case of items of excavation in soft strata, in the present tender, this clause will become applicable only if the total quantity excavation (Le. Quantity given in Schedule 'B1 Part I, Excavation in soft strata, quantity given Excavation in hard strata exceeds by 125 % during execution following procedure will apply:

Case-1 :

Where quantity of excavation executed 125% of total of tendered quantity of items of excavation in soft strata and in hard strata, but quantity executed of anyone of the individual items is less than or equal to the tendered quantity for that items at 1 the excess quantity beyond 125 % of total tendered quantity in items of excavation in soft strata and hard strata; will be paid by revising the rate of only that items where excess has occurred.

Case-2:

Where total quantity of excavation executed for both items (excavation in soft strata and hard strata) exceeds 125% of the total tendered quantity of items of excavation, quantity in excess of 125 % total tendered quantity will be distributed in the Ratio of Executed quantity of individual item of excavation Total executed quantity of items of excavation in soft strata and hard strata and will be paid by revising the rate of individual item as per clause 38(2), subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tendered quantity. In case of executed quantity is less than 75 % of the total quantity of excavation in soft strata and hard strata, these will be treated on similar lines as in case (1) and (2) above.

Case-3:

Where total quantity of all masonry items taken together exceeds 125% of the total tendered quantities of all masonry items, quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of Executed quantity of individual items of masonry. Total executed quantity of all masonry items taken together and will be paid by revision the rate of individual items as per clause 38(2) ,subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tendered quantity. In case of executed quantity is less than 75 % of the total quantity of all masonry items taken together ,these will be treated on similar lines as in case(l) and (2) above.

Case 4:

Where total quantity of all concrete items taken together exceeds 125 % of the total tendered quantities of all concrete items , quantity in excess of 125 % of total tendered quantity will be distributed in the Ratio of Executed quantity of individual item of concrete Total executed quantity of all concrete items taken together and will be paid by revising the rate of individual item as per clause 38(2) ,subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tendered quantity. In case of executed quantity is less than 75 % of the total concrete items taken together, these will be treated on similar lines as in case (1) and (2) above .

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

56. Mode of payment of excavation quantities in running bill and final bill:

Payment of work done under items of excavation in soft strata and hard strata will be made at 90 % of the contract rate in R.A bills for all excavated quantities till the final designed cross section of component as decided by the Engineer-in-charge is reached. The component cross section as per design shall be deemed to have been reached only if no work remains to be executed between the two adjacent cross section .100 % of ^ payment at contract rate in R.A. bills may be released only after the work of excavation is completed between two adjacent cross section, No intermediate length will be considered. Canal reaches where excavation work and bank work has been completed as above, the same may be taken over by the Engineer-in-

charge subject to provision that the canal reach is from head to tail, that at least 500 meter in continuous length, at a time is ready for taking over from the contractor.

57. Period as specified in Column No. 20, after completion of work if any repairs is required due to the defect in construction, the same will be carried out by the contractor at his own cost. The security deposit amount is only payable after completion of this period.

58. **GST :**

Recovery in this regards will be applicable as per Govt. orders and will be implemented as per clause 48A.

59. (A) Anti Material 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 antimaleria 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 malarial incidence, contractor shall be liable to pay Corporation, the amount spent by Government on anti-material measures to control the situation in addition to fine.

(E) The contractor shall make sufficient arrangement of draining away the sullage 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 livable on him without any extra cost to Corporation.

60. **Income Tax :**

Deduction of Income Tax at 2 % I. T. Department order of the value of the work done will be made from the Contractor's R.A .bills at the appropriate rate on Income Tax will be deducted.

61. **Supply fuel for domestic use :**

The contractor shall make arrangement to supply fuel for domestic use to all the labours 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.

62 Royalty Charges :

Additional conditions regarding payment of royalty charges as per Bombay Minor Mineral Extraction (Amendment) Rules, 2003.

1. The royalty charges are to be paid by the Contractor to the Revenue authorities. This is the prime responsibility of Contractor as per Tender Cl. No.36.

2. Amount calculated as stated in Cl. No.36. Notice shall be withheld by Corporation / Government for the purpose of payment towards royalty charges. This amount shall be released to the contractor subject to the following conditions.

a) Contractor shall submit proof of the payment of the royalty charges to the concerned Revenue Authorities acceptable to the Engineer-in-charge.

b) The total amount that can be released shall be limited to the actual payment made as mentioned in the condition (a).

c) If the actual royalty charges are less than the amount withheld, remaining amount shall be retained by the Corporation / Government.

d) If the actual royalty charges are more than the amount withheld, the contractor shall pay the excess amount to the concerned Revenue Authority without any burden on the Corporation / Government.

e) The contractor shall indemnify Corporation / Government towards payment of the royalty charges.

63 Excavation by Controlled Blasting and Chiseling:

~~The location where excavation by controlled blasting and chiseling is to be done is shown in Section IV pt no 5.14 respectively. At other location the excavation is to be done by ordinary blasting.~~

~~(A) Controlled blasting-~~

~~The rate of excavation by controlled blasting is allowed at following site condition-~~

- ~~(i) The roads having heavy traffic within 100 meter radius of work.~~
- ~~(ii) The habitation and public buildings with 200 meter radius of work.~~
- ~~(iii) The electric lines within 100 meter radius of work.~~

~~(B) Chiseling-~~

~~The rate of excavation by chiseling is allowed at location where permanent and important structure is within 30 meter radius from work.~~

~~58.1 Where rate of chiseling and controlled blasting is allowed, the contractor shall be responsible for damage to any type of property or life. If any damage is occurred due to activity of excavation the contractor has to pay the compensation to the concerned party. If he fails, the compensation will be paid by the Corporation and recovered from contractor.~~

~~58.2 If the excavation by controlled blasting or chiseling is required to be done contractor shall write to the Engineer-in-charge. The Engineer-in-charge will inspect the site and if the work is within the prescribed zone of controlled blasting or chiseling he will submit the proposal for obtaining permission of higher authority.~~

~~In such case the contractor shall execute the item of excavation only after approval of controlled blasting or chiseling zone by Chief Engineer. Otherwise the quantity executed will be paid at the rate of ordinary blasting.~~

~~58.3 Contractor shall note that the rate of controlled blasting will be paid only if he has done the work of excavation by taking proper precaution and methods. If the work in controlled blasting zone is executed by ordinary blasting without any special efforts then payment of excavation will be made at the rate of ordinary blasting, though the work lies within approved zone of controlled blasting or chiseling.~~

~~58.4 The contractor shall maintain account as the proof to prove that the excavation is done by controlled blasting or chiseling e.g.-~~

~~(a) For proof of controlled blasting - Number of drills, their depth, charge loaded, other precautions taken and quantity executed.~~

~~(b) For proof of chiseling - Method of chiseling, equipment and machinery used and their hours of working, quantity executed.~~

64 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

65 Defects Liability :-

Within a period of in as per Cl. 20 after completion of work, or issue of completion certificate by the Engineer in charge. or successful water testing of canal reach whichever is more if any repair due to the defect in construction, the same will be carried out by the contractor at his own cost. The security deposit amount is only payable after completion of this period.

66 NO CLAIMS FOR DELAY IN PAYMENTS:

1) Payment will be made to the contractor as per availability of funds with KIDC Contractor shall have to make himself well informed about the financial status of KIDC and also about funds availability status for this work.

2) Contractor shall not claim any amount in view of condition No. 1 above for any delay in payments, increase in period of contract, interest, price index increase etc. Measurements shall be recorded in the same month when works are carried out. Contractor shall not claim any price escalation based on basis of date of payment of the bill & price index on the date of measurement shall only be applicable Irrespective of date of payment.

3) In case of financial crisis of any other reasons KIDC reserves the right to withdraw above works under contract clause No. 15.

67 INSURANCE CHARGES:-

Additional Condition regarding insurance charges as –

1) Insurance charges are to be paid by the contractor to the —Director of Insurance Maharashtra State, Mumbai before 1st R. A. Bill.

2) Insurance amount will be released to contractor as per conditions mentioned below

- a) The contractor shall submit proof of Insurance Policies to the Engineer-In-Charge before 1st R. A. Bill..
- b) After verification of record submitted by The Contractor, the total amount that can be released shall be limited to the actual payment made as mentioned in condition (a).
- c) If the actual insurance charges claimed are less than the provision made in the estimate, the amount shall be paid as per actual.
- d) If the actual insurance charges claimed is more than the provision made in the estimate, than the amount shall be paid limited to provision made in the estimate.

68 64. Labour welfare cess :

The amount of labour welfare cess at the rate of 1% will be recovered from contractors running / final bill as per directions given by the Govt. of Maharashtra vide Marathi Resolution No. उद्योग, उर्जा व कामगार विभाग शासन निर्णय क्र. बोसीए-2009/प्रक्र.108/कामगार 7 अ दि. 17 जून 2010.

69 Change in location and layout:

The Konkan Irrigation Development Corporation, Thane 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 shall be entertained.

70 Limit of Contract:

Equipment furnished shall be complete in every respect with all mounting, fitting and fixtures 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 specification.

71 Quality and Material:

The quality of workmanship produces by skilled knowledge and experienced workmen, mechanics and artists 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 equipment incorporated in the work shall be new .Equipment not covered by detailed suitable for the purchase intended and approved by the required quality and fitness of all materials and equipments.

The equipment to be supplied under this contract will he only from the Contractor 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 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 rules fixed by the Engineer, be not acceptable to the Contractor, he shall have the opinion to replace the defective 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 olve the Contractors 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 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 Contractors liability ceases except for latent defects in

respect of goods supplied by sub- contractor. Where a longer guarantee (more than 24 months)is provided by the sub-contractors, the Corporation shall be entitled to the benefit of such longer guarantee.

72 Equipment Performance Guarantee:

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

Should the Engineer consider, if necessary, in order so 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.

73 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 drawing and specification and the Engineer shall also have access at all times to the place of storage.

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

74 Registration And Statutory Inspection:

All registration and statutory inspection fees, if any in respect of his work pursuant to this Contract shall be to the account of 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 Corporation 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.

75 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 good 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 shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

The Corporation has alien on such goods for any sum which may at any time be due or owing to Corporation 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.

76 Laboratory:

Contractor shall have to construct a permanent building admeasuring minimum 150 m² carpet area for accommodating site office, material testing laboratory temporary god own etc. as per drawing approved by Engineer-in-charge.

A material testing laboratory is to be provided with the minimum following testing equipment.

1. ~~Sand replacement equipment~~
2. ~~Soil testing equipment (Core cutter and accessories)~~
3. Slump cone for concrete.
4. ~~Tri axial loading equipment (Electrically operated)~~
5. Concrete cubes moulds of standard size. Min. 2 Nos.
6. ~~Shear test and permeability measuring equipment~~
7. IS sieve set (300 Micron and above)
8. Oven Balance
9. ~~Concrete cube testing machine~~

Contractor should maintain the building & Laboratory equipment in

good condition during the construction period. Well maintained building and laboratory should be handed over to the Corporation by the contractor after completion of the work.

77 ~~Idle Machinery And Labour In Suspension Period:~~

~~In suspension period (referred in condition of contract clause 15/3) the contractor shall not, shift the machinery or labour without written permission of Engineer in charge. Also the contractor or shall be bound to maintain record of idle machinery and crew in prescribed format regarding machinery hire charges and wages which they have to pay and got duly certified by the Engineer in charge.~~

78 ~~Extra Lead Charges:~~

~~No Claim "on" account of variation in the lead up on one extra Km shall be entertained. In case where the average lead exceeds that shown in the quarry chart by more than one extra Km, the contractor may put up a claim for the extra charges on account of lead. The extra lead claimable will be considered as the lead of new quarry site less the lead stipulated in the contract (without, variation of 1 Km) The fresh quarry site should invariable be firstselected by the Executive Engineer, and the matter should be reported to the Superintending Engineer who would inspect the site and approve the modified location of quarry site. Borrow areas will be provided by Corporation.~~

79 Restrictions on execution of work under clause 38 of conditions of contract.

Clause 38 of B-1 tender will be operated as per GOM. Marathi Circular No. Nivida / 0812 / (420 / 2012) Mo.Pra.-1, Mantralay, Mumbai-400032 Dinank-11 /10 /2012 .

Contractor can execute any excess quantity of tender item beyond 25% of the stipulated tender quantity only on the written permission of the Engineer in charge of the work as stated in clause 37/38 of B-1/B-2 tender.

Engineer-in Charge cannot issue any written permission to contractor to execute such quantity beyond 25% of tender item except exceptional cases mentioned below

1. Earthwork (excavation and backfilling) in COT of Earthen Dam,
2. Foundation excavation and concrete of Gravity Dams,
3. Cavern support system for Tunnels/ underground caverns,
4. Excavation & concrete for foundation of various structures on canals,
5. Excavation & Concrete for intake structures / wells for Head Regulator for Dams.
6. Bore holes, grouting work on Dam foundation and other Dam construction work. Any unapproved quantity will Not be accepted for payment.

Whenever such above exceptional cases crop up and excess is inevitable, concerned project Executive Engineer will obtain joint technical inspection from a committee consisting of Project Superintending Engineer and one more Superintending Engineer under the Region and obtain prior approval of concerned Chief Engineer Before issuing any such written permission to the contractor for executing excess over tender quantity beyond 25%. No work outside the scope of the work put to tender will be approved for such excess quantity for purpose of clause 37/38.

Price variation shall not paid on insurance and the royalty amount at estimate rate.

80 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.

81 Tax liability of Service Tax.

Currently the corporation is exempted from Tax liability of Service Tax

in cost of works of canal & Dam. however in further owing to change in the Service Taxation Policy, any liability arising thereof shall be the liability of the contractor & dues if any recovered from the payable amount under the contractor & same shall be agreed by responsibility of the contractor.

82 Hard Copy of tender document.

In no case tender will be accepted in hard copy from the contractor.

83 Joint venture consortium cannot participate in the tender.

84 Geo- Tagging

It shall be binding for all contractors to inspect the dam site, quarry area and other important site locations before filling the tender, as per WRD GR dt.08/04/2021.

The officers calling for tender have fixed three site locations for Geo-Tagging for effective site visit.

The officer calling for tender or his representative will be available during office hours at the site location during the period for site visit to carry out the procedure for Geo- Tagging effectively. For Convenience two mobile no's of officer/ representative of officer. The contractor shall take 2 Geo-Tagging on site and 1 Geo-Tagging at quarry area. The contractor shall upload/submit 3 photo's of Geo-Tagging in Envelope No.1.

The contractor himself or his authorized representative shall carry out Geo- Tagging and shall submit authority letter in Form- I of tender in the drop box kept at site. The authority letter shall be dully attested with date & time of the site visit. The contractor or his authorized representative shall satisfy the representative of the officer calling for tender present at site by giving his identity or showing authentic identity card and shall keep the procedure confidential.

The contractor shall submit Geo - Tagging in Envelope no.1 of the tender without which the tender will not be considered.

**ADDITIONAL GENERAL
CONDITIONS
AND SPECIFICATIONS**

1.1.0 LABOUR AVAILABILITY:

Contractor

No. of Corrections

Executive Engineer

Some local unskilled labour may be available during Not agricultural season but skilled labour may Not be available Contractor must however make his own enquiries.

1.1.1: WATER SUPPLY:

The contractor will have to make his own arrangement for the water supply required for his work, staff and labour. He will have to provide all arrangement for Making water potable and safe for drinking by his staff, labours and other dependents on Contractor's services. Disinfections of all drinking water by chlorination will be obligatory, on the part of Contractor. Fresh and potable drinking water shall be made available by the Contractor to all persons working at work spots in clean and hygienic earthen or other pots at all working and in sufficient quantity.

1.2.0 ELECTRIC POWER:

Electric power, if required shall be arranged by the contractor at his own efforts and cost and he shall have to make his own arrangements for laying, installation maintaining the power lines etc. He should observe all requirements of the Indian Electricity Act 1910 , 1948, Indian Electricity Rules 1956, and rules in existence and framed from time to time, failure to which Corporation accepts No responsibility for any damage, injury compensation

1.3.0 COLONY

ESTABLISHMENT OF COLONY:

The contractor shall be allowed to construct his own colony for his workers and supervisory staff within the limits of Corporation land, if available.

The land used by the contractor for his staff and labour colony shall be handed over back to the Corporation within three months after the physical completion of work or termination of the contract whichever is earlier duly cleared and fairly brought to the original condition. No structures or constructions shall be left on the left on the land at the time of vacating it without the specific approval of the Engineer-in-charge. The contractor shall prepare and submit his proposed plan of colony layout and get it approved from the Engineer-in-charge before establishing any colony either for the labourers or for the supervisory staff. The contractor shall have to construct and maintain all access and

approach roads etc. in his colony areas at his own cost. Any modifications, changes and alterations suggested by the Engineer-in-charge in respect of area of colony, layout of roads etc. will be binding on the contractor and shall have to be done at his cost.

1.3.1 SANITATION AND UP-KEEP COLONY:

The contractor shall be responsible for maintaining satisfactory water supply and sanitary facilities in his labour camp and for his other staff. He will take precautions not to allow any unhealthy and unsanitary conditions in his camp. The Engineer-in-charge shall have the right to inspect the contractor's colonies at any time and to suggest improvement, modifications etc. with special regards

to cleanliness and sanitation, silage water and garbage disposal, any other nuisance, and proper layout, which shall be binding on the Contractor.

The contractor shall provide adequate No of portable chemical closets for use, and urinals and water closets, and make proper lighting and scavenging arrangements should be made for female labour.

1.3.2 CAMP REGULATIONS:

The contractor shall be responsible for maintaining law and order in his camp and on his work and to that end shall employ such officers, watchmen labour etc. as required Unauthorized and undesirable persons shall be expelled from the camp and from the works. If in the opinions of Engineer-in-charge any employee or agent of the Contractor misbehaves or causes obstruction in proper execution of work or otherwise makes himself undesirable the Contractor shall on receipt of instructions from the Engineer-in-charge remove him from premises.

1.3.3 MEDICAL AID:

The contractor shall arrange all the necessary medical facilities for his staff and labour at his own cost and to the satisfaction of the Engineer-in-charge.

1.3.4 GENERAL:

The cost of sanitation & supply of drinking water is deemed to have been included in the unit rates of items of work.

1.4.0 MATERIALS:

1.4.1 PETROL, OIL AND LUBRICANT:

The contractor shall have to install his own supply for petrol and diesel at the site. The location of pumps shall have to be got approved from the Engineer-in-charge and usual precautions which are necessary for such installation will have to be taken.

1.4.2 STONE FOR RUBBLE MASONRY AND FOR METAL:

The Contractor shall make his own investigation regarding locations of quarries, quality of stone and adequacy of the various sources of stone in quarry areas known to him. Excavated material of hard rock excavation has been dumped on the site. Contractor can make use of this material. Material has to be sorted out by Contractor at his own 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 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 has to be such that they do Not affect permanent structures and should Not 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 its opening does not yield adequate or suitable stone, No claims can be raised against the Corporation. 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 Corporation for its quality before using it in the work.

If the stone quarries are located in the lands acquired by the Corporation the Contractor will be allowed to quarry the rubble from these areas. If the quarries located are in private properties, 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. Similarly, he

shall make arrangements for roads leading to and from the stone quarries to the work site at his own cost.

1.4.3 SAND:

The Contractor is advised to make his own enquiries regarding adequacy, proper quality and cost of sand, approaches to quarries etc. The sand quarry to be used and any 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 which shall Not be reimbursed. The contractor shall have to make his own enquiries regarding legal rights and attend to the aspect of payments due etc. for the operation of the quarries.

- 1.4.4.** 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 and 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 and No claims on this account will be entertained.

Use of crushed sand conforming to the required gradation and specifications can be permitted with specific approval of the Engineer-in-charge.

1.5.0 PRECAUTIONS DURING THE FLOODS:

It shall be the responsibility of the Contractor to preserve and maintain in safe condition all materials, machinery and tools from floods and rain and No compensation whatsoever will be payable to him on account of loss due to floods, rain and any other causes.

1.6.0 CONTRACT DRAWING, WORKING DRAWING AND SPECIFICATIONS:

On acceptance of the tenders, sets of copies of contract conditions and drawings to a maximum of three will be supplied to the

Contractor free of charge. On request by the Contractor and in the direction of the Engineer-in-charge, the Contractor may be supplied additional copies of Contractor Documents and drawing to be charged at the rate of Rs.5000/- (Rupees Five Thousand Only) per set.

The drawings which form part of this Contract show the work to be done in such details as is possible to do for the present. They will be supplemented or superseded by the such additional detailed working drawings as may be necessary at the work progress. The Contractor shall carry out the work in accordance with these additional or revised working drawings, as the case may be and at the applicable rates as per the contract. The Contractor shall be supplied a maximum No of three copies of each of all 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 the Engineer-in-charge and the Contractor will be charges Rs. 300/- (Rupees Three Hundred Only) for each of additional copy of the drawing.

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

1.7.0 EMBEDDED ITEMS:

Before placing concrete and or masonry care shall be taken to see that all embedded items are firmly and securely fastened in place as indicated on the drawing or as directed. All embedded items shall be cleaned free from all foreign matter such as scale, rust, oil paint etc. The Contractor shall be responsible for correctly embedding the parts as directed without any charge the cost of such embedding being deemed to have been included in the item of concrete and or masonry as the case may be. No extra payment will be made for the installation of this embedded work or for delays, or for interruptions arising there from.

1.8.0 CEMENT AND STEEL SUPPLIED BY CORPORATION:

No material will be issued by the Corporation on Schedule „A“. The Contractor is responsible for all materials including cement, steel, explosives, Hume pipes etc.

CEMENT PROCURED BY CONTRACTOR:

The Contractor shall procure cement 43 grade confirming to I.S. 8112-2013 from recognized manufacturers such as Ultratech , A.C.C., Vasavdatta, Ambhuja etc. in standard packing of 50 kg. per bag from the authorized manufactures. The Contractor shall make necessary arrangement at his own cost to the satisfaction of Engineer-in-charge for actual weighing or random sample from the available stock and shall conform with the specifications laid down by the Bureau of Indian Standards Cement shall be got tested in the laboratory under Quality control circle, Pune. In case of any dispute about the results, the cement shall be tested in M.E.R.I., Nashik. Results of M.R.R.I. will be taken as final for acceptance or rejection of cement. 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 as possible to the satisfaction of the Engineer-in-charge. The cement, 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. The testing charges for cement will be borne by the Contractor.

The use of admixtures and agents shall be made as per instructions of the Engineer-in-charge. The cost of cartage / storing / handling / batching /

Mixing shall be borne by the Contractor and the cost of admixtures is included in unit prices tendered for concrete.

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, No cement of age older 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 forthwith 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 of ONE month's requirement shall be kept on site at least one month in advance. Samples for testing of the cement brought 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 not less than the cement required for 90 days use at site. The Engineer-in-charge or his representative shall have free access to such stores at 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.

The Contractor shall procure steel from the market. The Contractor shall make necessary arrangement at his own cost for sample from the available stock and shall conform with the specifications laid down by the Bureau of Indian Standards (vide their specification Nos. I.S. 432 (part-I) of 1966, 1786-1979, 1786-2008).

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

The Contractor will have to construct sheds for storing steel having capacity Not less than the steel required for 90 days use at site. The Engineer-in-charge or his representative shall have free access to such stores at all times.

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 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 checks as he may desire.

Local Contractors shall procure the steel from main producer such as SAILS, TISCO, ISCO. Rerolled steel will Not be acceptable. They should bring the test certificate of steel procured by them from the manufacturers.

The steel procured should conform to standard specification of Bureau Indian Standard I.S. No.1786 of 1979 for Tor steel and I.S. 432 of 1966 for mild steel.

Steel samples required for testing shall be supplied by Contractor free of cost. However the testing charge for steel will be borne by the Corporation. If the test

proves unsatisfactory then the charges will be borne by the Contractor.

1.9.0 ROYALTIES:

The Contractor shall arrange for the materials from approved quarries. All quarry fees, royalties, Octroi dues and ground rent for staking materials, if any should be paid by Contractor. Amount of royalty charges will be withheld from the respective R.A. Bills and same will be released on production of receipts of paid royalty charges by the Contractor.

1.10.0 ADVANCE ON CONSTRUCTION MATERIALS:

~~For imperishable materials brought on site by the Contractor and meant to be incorporated or consumed in work, secured advance at 75% (Seventy Five percent) of the cost assessed by the Engineer-in-charge shall be paid provided that such materials are Not in excess of the requirement of the work. The Contractor shall furnish indenture bond for the amount of the advance in the form of prescribed by Corporation for the same. The recovery of such advance shall be made from each succeeding work bill, at the rates the material have been consumed in the relevant finished item.~~

1.11.0 PAYMENT

Generally, the Corporation will pay two running bills in a month, i.e. on 10th and 25th day of each month provided that the Contractor submits his bills by these dates. The recoveries for various advance shall be effected from these bills. The total recovery on all accounts shall be limited to 50% (Fifty Percent) of the gross bill and the balance if any, shall be recovered from the succeeding monthly bills.

1.12.0 NO INTEREST ON MONEY DUE TO THE CONTRACTOR:

No omission by the Engineer-in-charge to pay the amount due open measurements or otherwise shall vitiate or make void, the Contractor, Nor shall Contractor be entitled to get 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.

1.13.0 If due to difficulties in land acquisition, land does not become available, the same cannot be handed over to the Contractor. In such a situation the Contractor shall not be entitled to any claim. If the lands do not become available up to 50% of the time limit of the tender, the execution of the quantities of works under various items pertaining to such, lengths shall be optional.

1.14.0 HANDING OVER OF COMPLETED REACHES AND LETTING OUT WATER FOR IRRIGATION:

1.14.1. On the request of the Contractor continuous completed reaches of main canal would be taken over by the Corporation provided if it fulfills the condition specified below.

1.14.2 .The term „Completed” under 1.17.1 above should be deemed to be inclusive of structures. The measurements for the work shall be taken by Corporations authorized engineer in the presence of Contractors or his authorized representative and recorded in the authorized books. The Engineer in charge shall obtain the signature of the contractor or his authorized representative on such recorded measurement in token of acceptance. If the contractor fails to accept such measurements, then the Engineer-in-charge will cause to record the measurements which will be final and binding on the Contractor. This Para is applicable to all items.

VOLUME - II

**DETAILED ITEM WISE
SPECIFICATIONS**

SPECIFICATION
SECTION:- 1

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.

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.

Item No. 3 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.

Item No. 4 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 along with CE, BIS & FCC certification etc. complete

Item No. 5 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.

Item No. 6 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.

Item No. 7 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.

Item No. 8 Splicing (making joints of optical fibre cable) of FR grade PVC armoured multimode armoured multimode optical fibre 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.

Item No. 9 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+/- 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.

Item No. 10 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.

Item No. 11 Providing, fixing & installation of class A, water resistant & durable, Ingress Protection 67, BIS compliant Solar panel etc. Complete

Item No. 12 Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.

Item No. 13 Supply, Installation, Testing, Integration & Commissioning of 49" LCD monitor.

Item No. 14 Providing, fixing & installation of high quality, latest & advance 30V Gigabit Surge Suppressor etc. Complete.

Item No. 15 Supplying, fixing, and configuring modularised 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

Item No. 16 Providing, fixing & installation of high quality, latest & advance 5GHz 12dBi Dual Pol Omni Antenna etc. Complete.

Item No. 17 Providing, fixing & installation of high quality, latest & advance N-Male to RPSMA Pigtail etc. Complete

Item No. 18 Providing, fixing & installation of high quality, latest & advance controller based, out-door wireless access points must be Original Equipment Manufacturer's (OEM) & must have Manufacturer's Authorization Form (MAF) of Airspan Networks/Ruijie Networks co. along with FCC certification with specifications dual radio, 5 Ghz frequency, dedicated console port, fibre port, 300 mbps, channel width 80 Mgz, wall mounting with internal antenna etc. Complete.

Item No. 19 Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/ RAK

Item No. 20 Supplying and fixing 9U IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x600x450 mm) as per specification No. WGNAS/ RAK

Item No. 21 Supplying and fixing 24 U floor mount rack (Dimension-DxWxH – 800x600x1265 mm) as per specification No. WG-NAS/RAK

Item No. 22 Supplying and installing cat-6 LSZH cable suitable for networking as per specification no. WG-COC/NC

Item No. 23 Supplying and fixing 1 m UTP patch cord of Cat 6 type in position as per specification No. WG-COC/PC

Item No. 24 Supplying, fixing, and configuring 8-ports managed gigabit, Layer-2 switch, 10/100/1000 base-T, POE smart switch plus 2 SFP erected in provided rack complete.

Item No. 25 Supplying, fixing, and configuring 10G Base -SR (SFP+) simplex MM transceiver erected in provided rack complete.

Item No. 26 Supplying and plugging 3 m fibre patch cord LC-LC MM (50) OM3 LSZH duplex complete as per specification no. WG-COC/FPC

Item No. 27 Supplying and fixing IP66 enclosure for fibre splicing complete

Item No. 28 Supplying and erecting LSZH armoured multimode optical fibre cable with 6 fibres, core dia 50/125 µm (OM3), suitable upto 10 GBPS, ethernet distance at 850 nm of wavelength, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-COC/OFC LSZH

Item No. 29 Supplying and erecting 5m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19 pin HDMI connectors complete.

Item No. 30 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

Item No. 31 Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. With PVC accessories on wall /ceiling as per specification No: WG-MA/CON.

Item No. 32 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

Item No. 33 Supplying and erecting iron work, sheet metal work consisting of CRCA sheets, various sections of iron, plates, chequered plates, rods, bars, MS pipes, etc. for panel board or any other purpose with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority.

Item No. 34 Supplying and erecting GI sheet 1.6 mm (16 SWG) having zinc coating of 350 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint.

Item No. 35 Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.

Item No. 36 Making cement concrete foundation in 1:2:4 cement concrete with foundation bolts and nuts complete. (cost of wooden box is included)

Item No. 37 Supplying and erecting integrated LED flood light fitting Max. 30W IP65 & IK07 class having pressure die-cast aluminium housing, having system lumens output of Min. 3000 Lumens, min. efficacy of 100 lumen/W, CRI>70, CCT upto 6500K, THD<10%, p.f. >0.90, operating range of 140-270V, inbuilt surge protection of 4 kV, Life class of 50,000 Hrs. at L70B50, including driver with U shaped bracket with Years warranty as per specification No FG-ODF/FLS2..

Item No. 38 Supplying, erecting, testing and commissioning 120 W amplifier suitable to operate on 230 Volts A.C. / 12 Volts D.C. supply complete as per specification no. FF-PA/AFR

Item No. 39 Supplying, erecting, testing and commissioning stand mounted/handheld type wired microphone having 2 mV/Pa sensitivity, impedance level limit 300 ohms and 50 - 16000 Hz suitable to operate in -10 deg C to +55 deg C with min. 7 metre shielded cable and 3 Pin Professional XLR Connector, stereo jack complete as per specification no. FF-PA/MIC

Item No. 40 Supplying, erecting, testing and commissioning rust free microphone table stand of chrome plating/powder coating or S.S. material, up to 500 mm height and suitable base for sturdy mechanism ensuring trouble free movement complete.

Item No. 41 Supplying, erecting, testing and commissioning of 2 core shielded cable complete as per specification no. FF-PA/MCC

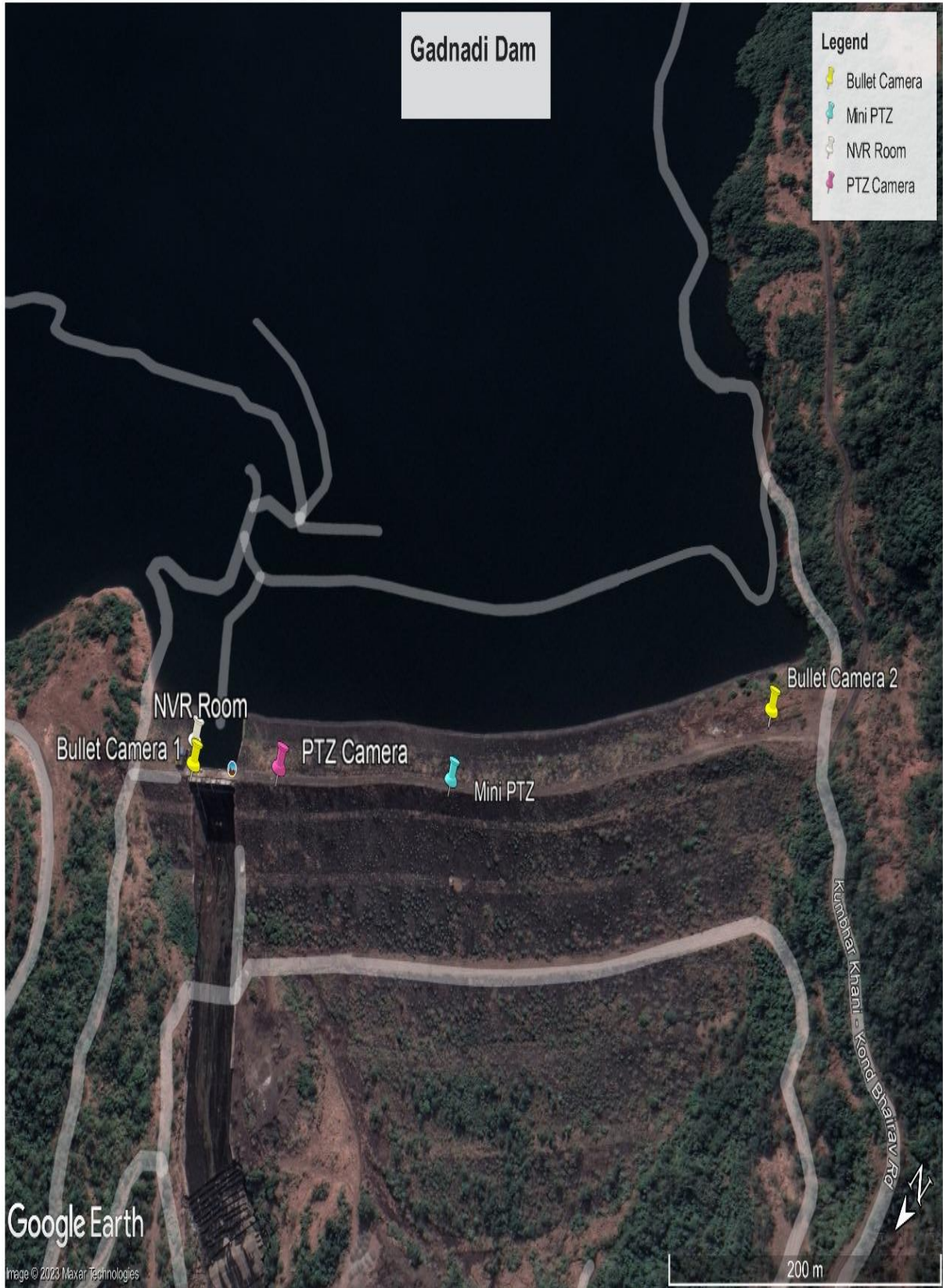
Item No. 42 Providing on-site maintenance & services in defect liability period of one year etc. complete for the satisfactory working of Latest, Advance, Digital, Transmission Control Protocol based Security monitoring & supervision System etc. complete for the work of - Providing, fixing, installation, 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.

VOLUME - III
DRAWINGS

Contractor

No. of Corrections

Executive Engineer



Contractor

No. of Corrections

Executive Engineer