



(GSTNO:27AAGM1725R1ZX)

GOVERNMENT OF MAHARASHTRA

WATER RESOURCES DEPARTMENT

(MECHANICAL ORGANISATION)

CHIEF ENGINEER (MECH) WATER RESOURCES DEPARTMENT, NASHIK



**SUPERINTENDING ENGINEER,
MECHANICAL CIRCLE, NAGPUR**

**EXECUTIVE ENGINEER
MECHANICAL DIVISION
NAGPUR**

B-1 Form (Percent Rate)
Draft Tenders Paper for the Work of

Name Of Work:- Repairs to 1) 1.2 x 1.2 m roller type service gate- 2 No., 2) 1.2x1.2m roller type emergency gate - 1 No. of Kolar project and 3) Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr, with Embedments & 5 MT Capacity Screw stem Hoist - 03 Nos.

E-Tender Notice No 10 /2020-21

Cost put to Tender Rs 7,57,163/- (GST as per applicable)

**Dy. Engineer
Mechanical Sub Division No1
Nagpur**

**Divisional Accounts Officer
Mechanical Division
Nagpur**

**Dy. Executive Engineer
Mechanical Division
Nagpur**

**Executive Engineer,
Mechanical Division
Nagpur**



GOVERNMENT OF MAHARASHTRA

WATER RESOURCES DEPARTMENT

CIRCLE : SUPERINTENDING ENGINEER, MECHANICAL CIRCLE, NAGPUR

DIVISION : EXECUTIVE ENGINEER, MECHANICAL DIVISION, NAGPUR

B-1 Agreement

Name Of Work :- Repairs to 1) 1.2 x 1.2 m roller type service gate- 2 No., 2) 1.2x1.2m roller type emergency gate - 1 No. of Kolar project and 3) Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr, with Embedments & 5 MT Capacity Screw stem Hoist - 03 Nos.

1. Name of Contractor : _____
2. Date of Tender : _____
3. No. & Date of Work Order : _____
4. Amount of Contract : _____
5. Date of Commencement : _____
6. Time stipulated for : **2 (Two) Calendar months from the date of written work order**
completion of work
7. Date of completion as per Agreement: _____
8. Actual date of completion : _____
9. Reference to sanction of Extension of Time:
 - 1) _____
 - 2) _____
 - 3) _____

Certify that, this original Agreement contains pages 1 to _____ Fly Leaves _____ Nos. and Drawings _____ Nos.

Contractor

No. of Corrections

Executive Engineer

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Press Notice



महाराष्ट्र शासन
जलसंपदा विभाग
कार्यकारी अभियंता, यांत्रिकी विभाग,
सदर, नागपुर

दुरध्वनी क्र. ०७१२-२५२२४२५

mechdivngp@rediffmail.com

ई- निविदा सूचना क्रमांक १० सन २०२१-२२

कार्यकारी अभियंता, यांत्रिकी विभाग, सदर, नागपुर, जलसंपदा विभाग, महाराष्ट्र शासन हे अशा प्रकारच्या कामाचा अनुभव असलेले सक्षम कंत्राटदाराकडून खालील कामांकरीता B-1 नमुन्यातील निविदा प्रणालीद्वारे(ऑफलाईन) निविदा मागवित आहेत. निविदा कागदपत्रे शासनाच्या संकेतस्थळ www.mahayantri.gov.in येथुन डाउनलोड करण्यात यावेत. तसेच निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता, यांत्रिकी विभाग, सदर, नागपुर, यांना राखून ठेवला आहे. अट असलेली निविदा स्विकारल्या जाणार नाही. महाराष्ट्र शासन जलसंपदा विभाग शासन निर्णय क्रमांक संकिर्ण/१११७/प्र.क्र.१०४/१७ / यांत्रिकी दि. १४.०३.२०१८ अन्वये खालील कामांकरीता निविदा सादर करणारे पात्र कंत्राटदार, जलसंपदा विभागातील यांत्रिकी संघटनेकडे पंजिकृत असणे आवश्यक नाही. सदर कामाच्या करारनाम्यात पश्चात अर्हता निकष समाविष्ट आहेत.

अ. क्र.	कामाचे नांव	१) अंदाजपत्रकीय किंमत २) बयाना रक्कम ३) सुरक्षा ठेव रक्कम (रूपये)	ई-निविदा उपलब्ध कालावधी	निविदेतील GEO-Tagging (क्षेत्रीय भेटीसाठी) कालावधी व ई-निविदा उघडणे
१	२	३	४	५
१)	कोलार प्रकल्पाच्या सेवाद्वार, आकस्मिक द्वाराची देखभाल व दुरुस्ती कामे तसेच ०.९ x ०.९ मी. -३ नगाचे द्वारकळी, निर्विष्ट भाग व उच्चालकाची निर्मिती व उभारणी कामे.	७,५७,९६३ /- (GST as per applicable) ७,६००/- १५,२००/- कोंन्या निविदेची किंमत- रु.२,२४०/-	निविदा विक्रीचा कालावधी- दिनांक ०६/०८/२०२१ ११.०० वाजता पासून ते दिनांक २०/०८/२०२१ (१८.०० वाजे पर्यंत) निविदा ऑनलाईन सादर करण्याचा कालावधी- दिनांक ०६/०८/२०२१ (११.०० वाजता पासून) ते दिनांक २४/०८/२०२१ (१८.०० वाजे पर्यंत)	निविदेतील GEO-Tagging (क्षेत्रीय भेटीसाठी) कालावधी- दिनांक ०९/०८/२०२१ ते १३/०८/२०२१ (कार्यालयीन वेळेत) निविदा उघडणे दिनांक:-२६/०८/२०२१ (११.०० वाजता) कार्यकारी अभियंता, यांत्रिकी विभाग सदर, नागपुर यांचे कार्यालयात

खालील संकेतस्थळावर ई-निविदा बाबत सर्व माहिती उपलब्ध आहे.

1. www.mahayantri.gov.in

३. कार्यकारी अभियंता, यांत्रिकी विभाग , सदर, नागपूर या कार्यालयातील सुचना फलक

कार्यकारी अभियंता
यांत्रिकी विभाग, नागपूर

जा.क्र. १११४ /याविना/लेशा/निविदा सुचना/२०२१-२२ दिनांक २९/७/२१:
कार्यकारी अभियंता, यांत्रिकी विभाग, सदर नागपूर

१. वरील कामाच्या ई-निविदा प्रपत्रा मध्ये नमुद वेळापत्रकानुसार ई-निविदा डाऊनलोड व प्रिपेरेशन करता येईल.
२. इच्छूक कंत्राटदार निविदा संबंधी सर्व दस्तावेज उपरोक्त संकेत स्थळावर दि.०६/०८/२०२१ पासून पाहू व डाऊनलोड करू शकतील.
३. निविदा कागदपत्राचा तपशील www.mahayantriki.gov.in संकेतस्थळावर उपलब्ध आहे. निविदाकारांनी खात्री करुन घ्यावी, निविदाकारांनी ई पोमेंट गेट वे सुविधेनुसार निविदेचे शुल्क आणि बयाना स्वकम ऑनलाईन सादर करणे आवश्यक आहे.
४. निविदाकारांनी त्याच्या बोली ऑनलाईन किंवा इलेक्ट्रॉनिक पद्धतीने सादर कराव्यात.
५. निविदेत भाग घेण्यासाठी निविदाकारांनी क्लास III डिजिटल सिग्नेचर आणि बर नमुद केलेल्या संकेतस्थळावर <https://mahatenders.gov.in> स्वतः नांव नोंदणी करुन घ्यावी.
६. ई निविदा संदर्भात कोणत्याही प्रकारच्या अडचणी आल्यास निविदाकारांनी Help Desk No.180030702232 संपर्क साधावा.
७. वरील कामाची ई निविदा सुचना यांत्रिकी संघटनेच्या <https://wrd.maharashtra.gov.in> या संकेतस्थळावर सुध्दा उपलब्ध आहे.
८. या कामाकरीता सक्षम अधिकारणाचे/कंत्राटदाराचे निर्णय मागविण्यात आलेल्या कागदपत्रांच्या आधारे ठरविण्यात येईल.
९. पश्चात अर्हतेचे निकष करारनाम्याच्या भाग असुन सदर निकष निविदा प्रक्रियेत समाविष्ट करण्यात आले आहे
१०. ऑनलाईन वेळापत्रक लागू राहील व अंतिम राहील.
११. निविदेसोबत जोडलेली (अपलोड केलेली) सर्व कागदपत्रे खरी असल्याबाबतचे प्रतिज्ञापत्र (परिशिष्ट-१) ५००/- रुपयाच्या स्टॅम्प पेपरवर लिफाफा क्र.१ मध्ये जोडणे कंत्राटदारास बंधनकारक राहिल.(कामाचे नाव नमुद करावे)
(शासन निर्णय क्र. सीएटी/२०१८/प्र.क्र.१२७/इमा-२ दिनांक २८/११/२०१८)
१२. कोणतेही कारण न देता निविदेतील एखादी बाब किंवा संपुर्ण निविदा नाकारण्याचा हक्क शासनाच्या वतीने कार्यकारी अभियंता (यांत्रिकी) यांनी राखुन ठेवला आहे. ई-निविदा प्रक्रिया कामा संदर्भात सर्व माहिती वरील संकेतस्थळावर उपलब्ध आहे.
१३. उपरोक्त दर GST विरहित.
१४. कंत्राटदारांनी कागदपत्रे अपलोड करतांना निविदा प्रतस्केन करुन इतर कागदपत्रांमध्ये अपलोड करू नये.
१५. Geo Tagging- हे लिफाफा क्र.१ मधून कंत्राटदाराने सादर करणे अनिवार्य आहे. अन्यथा सदर कंत्राटदाराची निविदा ग्राह्य राहणार नाही.
१६. कंत्राटदारासमेवत यापुढे निविदा पुर्व बैठक (pre-bid conference) आयोजित करण्याची आवश्यकता नाही.
१७. शंकाचे निराकरण /स्पष्टीकरण विभागाने निविदा सादर करण्याचे अंतिम दिवसापर्यंत केले नसल्यास निविदेच्या अटी व शर्तीमध्ये कोणतेही बदल नाहीत असे समजुन कंत्राटदारांनी निविदा सादर करावी.

Guidelines to Vendors

Guidelines to Vendors on the operations of Electronic Tender Management System of Government of Maharashtra on <https://mahatenders.gov.in>

~~1. These conditions will overrule the conditions stated in the Bidding Documents,
— wherever relevant and applicable.~~

~~2. Registration of Vendors:-~~

~~— The Vendors interested in doing business with any Department / Agency of Government of Maharashtra that have migrated their process onto the Electronic Tender Management System platform shall be required to enroll on the System.~~

~~Enrolment registration for the vendor is free. Vendor have to click on online bidder enrollment link.~~

~~3. Obtaining a Digital Certificate:-~~

~~The Bid Data that is prepared online is required to be encrypted and the hash of the Bid Data is required to be signed electronically using a Digital Certificate (Class — II or Class — III) to maintain the security of the Bid Data and also to establish the identity of the Vendor transacting on the System. The Digital Certificates are issued by an approved Certifying Authority authorized by the Page 2 of 4~~

Vendor must read-

- ~~1) Help for contractors~~
- ~~2) Information about DSC~~
- ~~3) Resource required~~
- ~~4) Bidder manual kit~~

Bidder Manual Kit		
Sr. No.	Particulars	Downloads
1.	Notice to bidder for e bid sub mission	Notice for Bidder
2.	Registration of Bidder	Bidder Enrolment
3.	Uploading of my document	My Document
4.	Online e bid submission	Single cover, two cover , three cover, four cover.
5.	Online Bid withdrawal	Bid withdrawal
6.	Online Bid Re submission	-Bid submission
7.	Clarification (Tender status, my archive)	Clarification
8.	Trouble shooting	Trouble shooting
9.	BOQ preparation guidelines	Item rate , percentage rate item wisw with -taxes.

~~Controller of Certifying Authorities of Government of India through their Authorized representatives upon receipt of documents required to obtain a Digital Certificate.~~

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

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

~~Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per **Indian Information Technology Act, 2000**. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub-Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.~~

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

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

Management System:

~~Guidelines of minimum requirement are available website , to understand the process of setting up the System or alternatively, contact the Helpdesk (24x7 Helpdesk) Support Team on information / guidance on the process of setting up the System.~~

5. Online viewing of Detailed Notice Inviting Tenders:

~~The Vendors can view the detailed Tender Notice along with the Time Schedule (Key Dates) for all the Tenders processed by the Departments / Agencies of Government of Maharashtra on their respective Sub Portals on the System.~~

6. Online Download of Tender Documents:

~~The Tender Documents can be downloaded by the Vendors without registration on the System from the respective Sub Portal of the Department / Agency on the System.~~

7. Submission of Earnest Money Deposit:

~~The EMD will be paid via offonline mode .~~

8. Tender Schedule (Key Dates):

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

Terms and Conditions For Online Payments

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

Privacy Policy

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

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

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

- ~~a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender~~
- ~~b) If any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or~~

- e) To protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

General Terms and Conditions For E-Payment for Tender Processing

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on

the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. ~~Refund For Charge Back Transaction :- In the event there is any claim for/ of~~

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

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

8. ~~**Refund for fraudulent/duplicate transaction (s) :** The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.~~

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

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

ii. ~~In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.~~

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

~~Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.~~

Limitation of Liability

- ~~1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.~~
- ~~2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.~~
- ~~3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
(1) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or any interruption or errors in the operation of the Payment Gateway.~~
- ~~4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and~~

employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

Miscellaneous Conditions :

- ~~1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.~~
- ~~2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.~~
- ~~3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.~~
- ~~4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.~~
- ~~5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website.~~
- ~~6. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof,~~

the User agrees to;

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

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

Debit/Credit Card, Bank Account Details

- 1. ~~The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.~~
- 2. ~~The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:~~
 - i. ~~The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;~~
 - ii. ~~The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;~~
 - iii. ~~The User is authorizing debit of the nominated card/ bank account for the~~
 - iv. ~~payment of Tender Fee and Earnest Money Deposit~~

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

Personal Information

1. ~~— The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of co-operating with authorities or complying with legal requirements.~~
2. ~~— The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.~~
3. ~~— In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.~~
4. ~~The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.~~
5. ~~—~~

Payment Gateway Disclaimer

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

**Detailed Tender Notice,
Information
and
Instructions for tenders**



महाराष्ट्र शासन
जलसंपदा विभाग
कार्यकारी अभियंता, यांत्रिकी विभाग,
नागपूर.

दुरध्वनी क्र.०७१२-२५२२४२५

mechdivngp@rediffmail.com

ई-निविदा सुचना क्रमांक १० सन २०२१-२२

कार्यकारी अभियंता, यांत्रिकी विभाग, सदर, नागपूर जलसंपदा विभाग, महाराष्ट्र शासन हे अशा प्रकारच्या कामाचा अनुभव असलेले सक्षम कंत्राटदाराकडून खालील कामांकरीता बी-१ नमुन्यातील ई-निविदा प्रणालीद्वारे (ऑफलाईन) निविदा मागवित आहेत. निविदा कागदपत्रे शासनाच्या संकेतस्थळ www.mahayantriki.gov.in येथून डाउनलोड करण्यात यावेत. तसेच निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता, यांत्रिकी विभाग, सदर, नागपूर, यांचे राखून ठेवला आहे. अट असलेली निविदा स्विकारल्या जाणार नाही. महाराष्ट्र शासन जलसंपदा विभाग शासन निर्णय क्रमांक संकिर्ण /१११७/प्र.क्र.१०४/१७/यांत्रिकी दि.१४.३.२०१८ अन्वये खालील कामांकरीता निविदा सादर करणारे पात्र कंत्राटदार, जलसंपदा विभागातील यांत्रिकी संघटनेकडे पंजिकृत असणे आवश्यक नाही. सदर कामाच्या करारनाम्यात पश्चात अर्हता निकष समाविष्ट आहेत.

अ. क्र.	कामाचे नांव	१) अंदाजपत्रकीय किंमत २) बयाना रक्कम ३) सुरक्षा ठेव रक्कम (रूपये)	ई-निविदा उपलब्ध कालावधी	निविदेतील GEO-Tagging (क्षेत्रीय भेटीसाठी) कालावधी व ई-निविदा उघडणे
१	२	३	४	५
१)	कोलार प्रकल्पाच्या सेवाद्वार, आकस्मिक द्वाराची देखभाल व दुरुस्ती कामे तसेच ०.९ X ०.९ मी-३ नगाचे द्वारकळी, निर्विष्टा भाग व उच्चालकाची निर्मिती व उभारणी इ कामे.	७,५७,९६३ /- (GST as per applicable) ७,६००/- १५,२००/- कोऱ्या निविदेची किंमत- रु.२,२४०/-	निविदा विक्रीचा कालावधी-दिनांक ०६/०८/२०२१ (११.०० वाजता पासून) ते दिनांक २०/०८/२०२१ (१८.०० वाजे पर्यंत) निविदा सादर करण्याचा कालावधी- दिनांक ०६/०८/२०२१ (११.०० वाजता पासून) ते दिनांक २४/०८/२०२१ (१८.०० वाजे पर्यंत)	निविदेतील GEO-Tagging (क्षेत्रीय भेटीसाठी) कालावधी- दिनांक ०९/०८/२०२१ ते १३/०८/२०२१ (कार्यालयीन वेळेत) निविदा उघडणे दिनांक:- २६/०८/२०२१ (११.०० वाजता) कार्यकारी अभियंता, यांत्रिकी विभाग सदर, नागपूर यांचे कार्यालयात

खालील संकेतस्थळावर ई-निविदा बाबत सर्व माहिती उपलब्ध आहे.

1. www.mahayantriki.gov.in

३. कार्यकारी अभियंता, यांत्रिकी विभाग, सदर, नागपूर या कार्यालयातील सुचना फलक.

कार्यकारी अभियंता
यांत्रिकी विभाग
नागपूर

जा.क्र. ११४४ /यांविना/लेशा/निविदा सुचना /२०२१-२२ दिनांक २९/७/२०२१

कार्यकारी अभियंता, यांत्रिकी विभाग, सदर नागपूर

१. वरील कामाच्या ई-निविदा प्रपत्रा मध्ये नमुद वेळापत्रकानुसार निविदा डाऊनलोड व प्रिपेरेशन करता येईल.
२. इच्छुक कंत्राटदार निविदा संबंधी सर्व दस्तावेज उपरोक्त संकेत स्थळावर दि.१९/७/२०२१ पासून पाहू व डाऊनलोड करू शकतील.
३. निविदा कागदपत्राचा तपशील www.mahayantri.gov.in संकेतस्थळावर उपलब्ध आहे. निविदाकारांनी खात्री करून घ्यावी, निविदाकारांनी निविदेचे शुल्क आणि बयाना रक्कम ऑफलाईन सादर करणे आवश्यक आहे.
४. निविदाकारांनी त्याच्या बोली ऑफलाईन पद्धतीने सादर कराव्यात.
५. निविदेत भाग घेण्यासाठी निविदाकारांनी क्लास III डिजिटल सिग्नेचर आणि वर नमुद केलेल्या संकेतस्थळावर <https://mahatenders.gov.in> स्वतः नांव नोंदणी करून घ्यावी.
६. ई-निविदा संदर्भात कोणत्याही प्रकारच्या अडचणी आल्यास निविदाकारांनी Help Desk No.180030702232 संपर्क साधावा.
७. वरील कामाची ई-निविदा सुचना यांत्रिकी संघटनेच्या <https://wrd.mahayantriki.gov.in> या संकेतस्थळावर सुध्दा उपलब्ध आहे.
८. या कामाकरीता सक्षम अभिकरणाचे/कंत्राटदाराचे निर्णय मागविण्यात आलेल्या कागदपत्रांच्या आधारे ठविण्यात येईल.
९. पश्चात अर्हतेचे निकष करारनाम्याच्या भाग असुन सदर निकष निविदा प्रक्रियेत समाविष्ट करण्यात आले आहे
१०. ऑनलाईन/ ऑफलाईन वेळापत्रक लागू राहील व अंतिम राहील.
११. E- निविदेसोबत जोडलेली (अपलोड केलेली) सर्व कागदपत्रे खरी असल्याबाबतचे प्रतिज्ञापत्र (परिशिष्ट-१) ५००/- रुपयाच्या स्टॅम्प पेपरवर लिफाफा क्र.१ मध्ये जोडणे कंत्राटदारास बंधनकारक राहिल.(कामाचे नाव नमुद करावे)
(शासन निर्णय क्र. सीएटी/२०१८/प्र.क्र.१२७/इमा-२ दिनांक २८/११/२०१८)

१२. कोणतेही कारण न देता निविदेतील एखादी बाब किंवा संपुर्ण निविदा नाकारण्याचा हक्क शासनाच्या वतीने **कार्यकारी अभियंता (यांत्रिकी)** यांनी राखून ठेवला आहे. निविदा प्रक्रिया कामा संदर्भात सर्व माहिती वरील संकेतस्थळावर उपलब्ध आहे.

१३. उपरोक्त दर GST विरहित.

~~१४. कंत्राटदारांनी कामदपत्रे अपलोड करतांना निविदा प्रतारकन करून इतर कामदपत्रांमध्ये अपलोड करू नये.~~

१५. Geo Tagging- हे लिफाफा क्र.१ मधून कंत्राटदाराने सादर करणे अनिवार्य आहे. अन्यथा सदर कंत्राटदाराची निविदा ग्राह्य राहणार नाही.

१६. कंत्राटदारासमेवत यापुढे निविदा पुर्व बैठक (pre-bid conference) आयोजित करण्याची आवश्यकता नाही.

१७. शंकाचे निराकरण /स्पष्टीकरण विभागाने निविदा सादर करण्याचे अंतिम दिवसापर्यंत केले नसल्यास निविदेच्या अटी व शर्तीमध्ये कोणतेही बदल नाहीत असे समजून कंत्राटदारांनी निविदा सादर करावी.



GOVERNMENT OF MAHARASHTRA

WATER RESOURCES DEPARTMENT

Office of Executive Engineer, Mechanical Division,
Sadar, Nagpur

Phone No. 0712-2522425

Email- mechdivngp@rediffmail.com

E-Tender Notice No. 10/ 2021-22

Online digitally signed application for Tender in the B1 form (Percentage rate) for the following work is invited **off-line** by the Executive Engineer, Mechanical Division, Nagpur, Water Resources Dept, Govt. of Maharashtra from eligible contractors having experience of such type of works mentioned herein. Tender Documents can be downloaded from website <https://mahatenders.gov.in>. All rights are reserved to reject/ accept any or all Tender documents with Executive Engineer, Mechanical Division, Nagpur. Conditional tender will NOT be accepted. **As per GR No. Misc./1117/Case No. 104/17/Mechanical Dated 14.03.2018 of Water Resource Department, Govt. of Maharashtra, it is NOT MANDATORY for the Contractor submitting tender for the said work(s) to be registered as a Mechanical Contractor under Mechanical Organisation, WRD, Govt. of Maharashtra. Post Qualification Criteria is eligible for this tender.**

Sr. No.	Name of Work	1. Estimated Cost 2. E.M.D. 3. Security Deposit (in Rs.)	Tender Schedule	Period for Geo-Tagging at visit Work-place . AND Tender opening Schedule
1	2	3	4	5
1.	Repairs to 1) 1.2 x 1.2 m roller type service gate- 2 No., 2) 1.2x1.2m roller type emergency gate - 1 No. of Kolar project and 3) Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr, with Embedments & 5 MT Capacity Screw stem Hoist - 03 Nos.	7,57,163/- (GST as per applicable) 7,600/- 15,200/- Cost of Blank Tender- Rs. 2240/-	Period of sale of tender ooff line-06/08/2021 (11:00) to 20/08/2021 (18:00) Period of Submission of tender online- Dt.06/08/2021 (11:00) to 24/08/2021 (18:00)	Period for Geo-Tagging at visit work place (Date 09/08/2021 to 13/08/2021) AND Tender opening Dt.26/08/2021 (11:00) Venue- Office of Executive Engineer, Mechanical Division ,Nagpur

For more details refer the following-

www.mahayantriki.gov.in

1. Notice Board- Office of Executive Engineer, Mechanical Division , Nagpur

**Executive Engineer
Mechanical Division Nagpur**

1. Interested contractors have to view and download all documents from the aforesaid website w.e.from **Dt. 06/08/2021**
2. Tender form, payment of Rs. 2240/- (Rupees Two thousand Two Hundred Forty only) should be paid off-line using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.
3. Bids will be opened as per the Tender Schedule, in the presence of such intending Tenderers
or
his/ their authorized representatives who may be present at that time.
4. Above Tender Download & preparation as per online e-tender Schedule.
5. Details tender papers can be seen at Website www.mahayantriki.gov.in As per e-payment Gateway system cost of tender form and E.M.D should be submitted online.
6. **Tenderers should submit their bids off-line/electronically.**
7. ~~To participate in e tenders the contractors should register themselves for digital signature at the above website <https://mahatenders.gov.in> for e tenders.~~
8. ~~For any difficulties, the tenderes can contact at the following Help Desk No180030702232.~~
~~Above e tender Notice is also available on WRD Water Resource Department,~~
~~<https://wrd.maharashtra.gov.in>~~
9. off -line Schedule will be applicable and final. The e-tendering process will be strictly
~~governed by the schedule of key dates available on the web site.~~
10. ~~The Contractors participating first time in e Tendering Bids will have to procure Digital Signature Certificate, Username and Password from competent authorities as per guideline mentioned on homepage on the website.~~
11. All requisite information required for the submission of Post -Qualification documents
is available on the above said website.

12. Contractor should attached on Affidavit on Rs.500/- stamp paper about the corrections and validity of all papers attached / submitted with E-Tender(Mention name of work) (शासन निर्णय क्र. सीएटी/२०१८/प्र.क्र.१२७/इमा-२ दिनांक २८/११/२०१८)
13. The competent authority alongwith Acceptance/rejection of tender reserves the right to reject any or all the bids or annul the process without assigning any reason there off.
14. The rates are exclusive of GST.
15. While submitted the documents, the contractors should not scan the original Tender copy and submitted it.
- 16 . **Geo Tagging** is mandatory to keep envelope no 1 otherwise Tender will not be accepted
17. There is no need to organize a per bid conference with the contractors.
18. In Case Doubts/ Queries raised by the prospective bidder are not clarified by the department till the **last date** of submission of the tender indicates no changes to tender conditions.

Critical Dates : Time schedule for the bidding process.

Sr. No.	Particulars	Date	Time
1	Publishing Date	06/08/2021	11:00
2	Document Sale Start Date	06/08/2021	11:00
3	Document Sale End Date	24/08/2021	18:00
4	Bid Submission Start Date	06/08/2021	11:00
5	Submission of queries end date	NA	----
5	Bid Submission End Date	24/08/2021	18:00
6	Bid Opening Date	26/08/ 2021	11:00

Time Schedule

Sr. No	WRD Stage	Contractor Stage	Start Date & Time	Expiry Date & Time	View Forms	Envelopes
1	2	3	4	5	6	7
1	Release Tender		Dt.06/8/2021 11.00 AM		--	---
2	Geo-Tagging		Dt.09/08/2021 (Official work time)	Dt.13/08/2021	✓	
2	Main Tender Document Submitted		Dt.06/8/2021 11.00 AM		✓	
3		Main Tender Document submitted	Dt.06/08/2021 11.00 AM		✓	
4		Main Tender Document Start Upload	Dt.06/08/2021 11.00 AM		✓	
<u>5</u>		Main Tender Document End submitted	Dt.20/08/2021 18.00 AM		✓	
6	Close Bidding of Main Tenders		Dt.24/08/2021 18.00		--	
7	Technical Bid Opening		Dt.26/08/2021 11.00 upto		---	Technical Bid
8	Financial Bid Opening		If Possible		--	Financial Bid

Guidelines for online submission

General Guidelines for online submission.

E-tendering process will be conducted through <http://mahatenders.gov>. the e-tendering portal of Government of Maharashtra in association with Department of Information Technology, Govt. of Maharashtra, NIC & State Bank of India for e-payment. To participate in e-tendering, the intending officers shall register themselves in the website of <http://mahatenders.gov.in> Detailed information for registration and submission of offers through e-tendering process are available in Bidders Manual kit in the website mahatenders.gov.in. there is no charge for registration for bidders.

Tender form and relevant documents are not be sold /issued manually form offices.

The date and time for online submission of envelopes shall be strictly followed in all cases. The bidder should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Tender shall be submitted in two Envelopes i.e. Technical Bid in Envelope-1 & Price Bid in Envelope-2 through e-Tendering procedure only on <http://mahatenders.gov.in> portal.

Tenders submitted without two Bid systems and by without e-Tendering (<http://mahatenders.gov.in>) procedure shall be rejected.

The Two Bids offer must be submitted along with document(s) as per the guidelines given in tender document by e-Tendering procedure only.

For technical bid bidders has to make sure that there should not be any space or special character in the file name. All the technical documents should be in .pdf format. Eg. "Registration certificate.pdf" is **wrong** file name. The correct file name would be "registration_certificate.pdf".

The documents uploaded in the technical bid will be scrutinized by the evaluation Authority as per the document asked in the tender notice and tender document. The decision of the tender Evaluation Authority shall be final in this regard.

~~Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF (for technical bid) and excel file formats (Microsoft Excel 2003 and above file) for BOQ or Price Bid. In case of technical bid, if there is more than one document, they can be clubbed together. i. e. for each cover of online envelop only single file need to be uploaded. For e.g. to upload document having multiple pages, bidder has to scan them as single document.~~

~~For BOQ, Do not modify the BOQ predefined name or sheet name of BOQ. Only Green cells of BOQ are for data entry. Do not use cut, copy or paste while data entry into the BOQ sheet. Any violation on the BOQ shall be subjected to rejection of the bid. Before uploading BOQ kindly confirm that enter detail in BOQ has been saved correctly.~~

~~EMD Payment will be accepted by the E tendering process only once while Bidding.~~

~~It is important to note that, the bidder has to Click on the 'Freeze Bid Button', to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and shall not be considered for evaluation purposes.~~

~~For any queries relating to this e Procurement Portal, please call 24 x 7 Toll Free No. 1800-3070-2232. All queries will be answered in English / Hindi only, In addition, the help desk can be contacted directly in the following.~~

Tendering Procedure

TENDERING PROCEDURE :

1.1 A. Blank Tender Forms

Tender Information regarding the work for which the tenders are invited as well as blank tender forms can be obtained from website www.mahayantri.gov.in. The Contractor has to pay tender form fee and off- Line form only . (**office of the Executive Engineer Mechanical Division Sadar Near Police Station Sadar behind Nagpur**) ~~The scanned copy of Online payment slip to be uploaded along with tender form.~~

1.2 B Pre-Tender Conference : **NOT APPLICABLE**

(.As per Government of Maharashtra WRD,GR No. 0417/(Cast No. 247/17) मोप्र-१ dated 30.11.2018)

1.3 Revision of Amendment of Tender Documents

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

Tenderer shall be presumed to have carefully examined all documents, forms, statements, special conditions, schedules, drawings and specifications of contract and to have fully acquainted himself with all details of the site.

Manner of Submission of Tender and its Accompaniments

Tender is to be prepared and submitted online on the website. <https://mahatenders.gov.in>.

1.4 ENVELOPE No. 1: (T-1)

The bidder must purchase the bidding documents via online mode by filling the cost of Tender.

The first envelope "Envelope No.1" shall contain the following documents.

- 1.4.1 The EMD** of Rs.7600/- will be paid via online mode only. No exemption to EMD as per GR circular WRD NoTender 0417/(Case No. 247/17) मोप्र-1 date 30.11.2018
- 1.4.2** Scanned from original copy of valid **GST registration certificate**.
- 1.4.3** Scanned from original copy of Details of similar work done as per **appendix A** with supporting certificates. Similar type work must include work as mentioned in Post qualification criteria. The Certificates shall be issued by the authority not below the rank of Executive Engineer.
- 1.4.4** Scanned from original copy of list of works in hand and works tendered as per **appendix B** along with supporting certificates.
- 1.4.5** Scanned from original copy of list of plants and Machinery as per **appendix C in the form of Self attested on letter head**.
- 1.4.6** Scanned from original copy of List of Technical Persons as per **appendix D in the form of Self attested on letter head**.

- 1.4.7** Scanned from original copy of **Turnover Certificate** of last five years, duly issued by chartered accountant and also in **Appendix E**, supported by Balance sheet.
- 1.4.8** Scanned from original copy of **Partnership Deed and Power of Attorney**, in case of a firm tendering for work, if applicable.
- 1.4.9** Declaration by the contractor in **Appendix-F on Letter Head**
- 1.4.10** Contractor should attached an Affidavit on Rs. 500/- stamp paper about the correctness And validity of all paper attached/submitted work name with Tender(शासन निर्णय क्र. सीएटी/२०१८/प्र.क्र.१२७ /इमा-२ दिनांक २८/११/२०१८ मधील परिशिष्ट १) **Page No.90-91**
- 1.4.11** Geo Tagging is mandatory to keep envelope no 1 otherwise Tender will not be accepted.
(Ref : जलसंपदा विभाग शासन शुध्दीपत्रक क्रमांक ३ – निविदा/ ०४१७/ प्र.क्र. २४७/ प्र.क्र. २४७/ मोप्र-१ मंत्रालय , मुंबई दिनांक ०८/०४/२०२२) **Page no.89**
- 1.4.12** Good and Service Tax Registration Certificate along with previous month **GSTR 3 B Return Filed** (Xerox copy of GST 3B should be uploaded online at time of filling of Tender.)

1.4.13. Post Qualification Criteria for Eligibility.

(Ref:- Govt. of Maharashtra, Water Resources Department, GR No. Misc./1217/(Case No. 114/17)/Mechanical, Dated 05.07.2018) , GR No Tender 0417/(Case no 247/17) मोप्र -१ Dated 30.11.2018

Note : Subcontracted work from other contractors cannot be considered (Ref : जलसंपदा विभाग शासन शुध्दीपत्रक क्रमांक संकीर्ण / १२१७/ (प्र.क्र. ११४/१७)/ यांत्रिकी मंत्रालय , मुंबई दिनांक १६/०६/२०२०)

D.	Bid Capacity of the contractor should be more than or equal to the cost put to the Tender i.e. Rs.7.57 Lakhs	The Bid Capacity shall be calculated as below- Bid Capacity= (A x N x 2) – B A- Maximum Turnover value of Mechanical Engineering Works in any of the last five years, at current rate , certified by C.A., as per item No. A, supported by Balance sheet. B- Value of the existing work in hand, to be completed in current financial year. (All certificates should be issued by the Engineer-in-charge NOT below the rank of Executive Engineer). N- Stipulated time period, in years, for completion of work for which bids are invited.
E.	The bidder MUST have successfully completed Repair to sliding canal Gate of various dams / projects.	
F.	Contractor shall own/ have on rent/ have on lease all the machinery and equipments required for the work in this tender as follows- 1. Chain pulley block 2. Gas cutting set, 3. Welding equipments	

	<p>4. Grinders 5. Tools, tackles, slings</p> <p>Contractor shall , give in writing, that he will provide all the mentioned machinery and equipments for work of this tender, in form of affidavit and scanned from the original copy of the same shall be submitted online while submitting the tender.</p>
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Note-1. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/ or
- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

Note-2. Non fulfilment of any of the conditions mentioned in Envelope 1 by the Prospective Bidder shall be liable for disqualification of the bid.

Note-3. Value of the existing work in hand, to be completed in current financial year (B) shall be computed CORRECTLY by the prospective bidder. Incase prospective bidder gets new work(s) after submitting the tender document for the said work, but before finalization of technical evaluation of this tender, he shall be bound to submit the information about the said new work in hand, failing to do so prospective bidder is liable for action against him as per prevailing rules.

1.4 ENVELOPE No. 2 : Financial Bid (C-1)

The second envelope "Envelope No.2" shall contain the following documents.

- After ascertaining the minimum filter criterion as above, the system will allow contractors to participate in Financial Bid. **The Tenderer should quote his offer in the form of percentage below or above of estimated cost given in Schedule 'B' in BOQ online.** The contractor shall quote for the work as per details given in the main tender and also based on the common set of conditions issued / additional stipulations made by the Department. This tender shall be unconditional. (To be filled online in BOQ excel file ONLY).

Additional Performance Security

Note :- Ref WRD GR .निविदा ०४१७/ (प्र.क्र. २४७/१७/) मोप्र -१ मंत्रालय मुंबई दिनांक २३/०६/२०२०

If the tenderer has been quoted the offer below the estimated cost put to tender, the tenderer shall have to submit Additional Performance Security in the form of Bank Guarantee/ Demand Draft/ FDR of any Nationalised Bank or Scheduled Bank in favour of the Executive Engineer , Mechanical Division Nagpur , payable at Nagpur.

The amount of (Additional Performance Security) **Bank Guarantee / Demand Draft** shall be calculated by the tenderer in accordance with the following manner.

1.5 A.1 If the tenderer has quoted below the estimated rates, the Additional Performance Security shall be paid additionally as mentioned below within **02 (TWO) working days** from opening of Envelope no.2

If the offer submitted is below schedule "B" rates by more than 0% but less than 10% of the estimated cost put to tender	1% of the cost put to Tender. (But not less than Rs.1000/-)
If below by more than 10% of the estimated cost put to tender	1% of the cost put to tender plus an amount equal to the percentage by which the offer is below 10% of the estimated cost put to tender. (e.g. if the offer is 14% below, the Performance Security will be 1%+(14 -10) = 5% of the estimated cost put to tender. (But no less than Rs.1000/-)
If below by more than 15% of the estimated cost put to tender	6% of the cost put to tender plus double the amount equal to the percentage by which the offer is below 15% of the estimated cost put to tender. (e.g. if the offer is 19% below, the Performance Security will be 6%+(19-15)x2 = 14% of the cost put to tender. (But no less than Rs.1000/-)
Non submission of performance security by L1 bidder.	If L1 bidder does not submit the additional performance security within specified period then 2 nd lowest (L2) bidder will be asked in writing for consent to perform work in the lowest /L1 rate with all terms and conditions, remaining same.

1.5 A.2 The **Bank Guarantee / Demand Draft** shall be valid upto 1 month from the expiry of defect liability period in the tender. It should bear IFSC Code.

1.5 A.3 In case it is found that the documents **Bank Guarantee / Demand Draft** submitted by the tenderer are false or misleading, his earnest money shall be forfeited. And legal action may be initiated against the tenderer.

1.5 A.4 The work order shall be given to the concerned tenderer after the clearance of the **Bank Guarantee / Demand Draft** submitted by him.

Refund of Additional Performance Security.

1.5 A.5 The amount of the Additional performance security shall be refunded as per guidelines given in Govt. of Maharashtra , WRD GR निविदा ०४१७/(प्र.क्र.२४७/१७/)मोप्र-१ मंत्रालय मुंबई दिनांक २३/०६/२०२०

1.5 A.6 Non submission of Additional performance security deposit and performance security or submission of less amount of the Additional Performance Security deposit shall be liable to summarily rejection of his tender.

1.5 A.7 After complete tender process, if bidder submitted the Demand Draft with tender, then the lowest bidder will submit requisite amount of Bank Guarantee and then Demand Draft will be refunded to tenderer.

1.5 SUBMISSION OF TENDER:

The Data in the forms in two Envelopes No.1 and 2 shall be prepared and submitted off-line only.

The date and time for receipt of off-line bids containing tender shall strictly apply in all cases. The Tenderers should ensure that their tender is prepared & submitted online, before the expiry of the date and time. ~~No delay on account of any cause will be entertained for the late receipt of the tender.~~

Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

1.7 OPENING OF TENDER:

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender. After opening of Financial Bid Data of Tenderer, system will give the financial comparison of all qualified contractors. **THE RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS IS RESERVED.**

1.7.1 ENVELOPE No. 1: (T-1)

First of all Envelope No. 1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded. The evaluation of fulfillment of Post Qualification Criteria will be done and only the Price Bids of the Bidders, who have qualified the Post Qualification Criteria, will be opened. The decision of the tender opening authority in this regard will be final and binding on the contractors

1.7.2 ENVELOPE No. 2: (Financial Bid)

This envelope shall be opened online immediately after opening of Envelope No. 1, only if contents of Envelope No. 1 are found to be acceptable to the Department. The tendered rates in Schedule 'B' or percentage above / below the estimated rates shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No. 2.

1.8 EARNEST MONEY:

(i) Earnest money of minimum **Rs.7600/-** shall be paid offline.

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

(ii) Earnest Money in the form of T.D.R. / F.D.R. any other form except above will **be accepted**.

(iii) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.

(iv) **Earnest money shall be paid via off-line payment mode.**

. The Security Deposit, additional security deposit etc. in the form of T.D.R. / F.D.R. issued in the name of Joint Venture Company drawn by scheduled bank having branches in Maharashtra and endorsed, in the name of Executive Engineer, Mechanical Division, Nagpur for the period of one year will be considered.

1.9 A. SECURITY DEPOSIT:

(i) The successful tenderer whose tender is accepted will have to pay **Rs.15,200/-** towards the Security Deposit.

(ii) **Rs. 7600/-** is to be deposited in form of F.D.R. of the scheduled bank duly pledged in the name of the Executive Engineer, Mechanical Division, Nagpur towards the initial Security Deposit, valid within the time limit prescribed in clause 1 of B-1 Form agreement till completion of defect liabilities period failing which his earnest money will be forfeited to Government.

(iii) In addition to the above, an amount of **Rs.7600/-** will be deducted from the running bills towards balance security deposit. This is a compulsory deduction.

1.9 B. ADDITIONAL SECURITY DEPOSIT :

Please refer condition no. 1.5.

1.10 ISSUE OF FORMS : blank tender forms providing office of the Executive Engineer, Mechanical Division Sadar Nagpur.

~~Information regarding contract as well as blank tender forms can be downloaded from the eTendering website upon providing the details of the payment of cost as detailed in the N.I.T.~~

1.11 TIME LIMIT:

The work is to be completed within time limit as specified in the N.I.T. which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period.

1.12 TENDER RATE:

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

1.13 TENDER UNITS:

The tenderers should particularly note the units mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

1.14 CORRECTION:

No corrections shall be made in the tender documents. Any corrections that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

1.15 TENDER'S ACCEPTANCE :

Acceptance of tender will rest with the **Executive Engineer, Mechanical Division , Nagpur**, who reserves the right to reject any or all tenders without assigning any reason there for. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

1.16 CONDITIONAL TENDER :

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason there for.

1.17(a) The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

1.17(b) The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.

1.17(c) The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

1.18 POWER OF ATTORNEY :

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.

- 1.19 The tenderer may, in the forwarding letter, mention any points may wish to make clear but the right is reserved to reject the same or the whole of the tender if the same becomes conditional tender thereby.
- 1.20 The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.
- 1.21 No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.
- 1.22 Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Government works under execution with them.
- 1.23 All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- 1.24 The Income Tax at 2.30 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
- 1.25 The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
- 1.26 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.
- 1.27 Cess @ 1% (One percent) shall be deducted at source from every bill of the Contractor by the Executive Engineer Under "Building and Other Construction for workers Welfare Cess Act 1996".
- 1.28 Deleted.
- 1.29 Deleted
- 1.30 **The rates quoted by the contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (Excluding GST) that the Contractor will have to pay for the performance of this Contract. The Department will perform such duties in regard to the deduction of such taxes at source as per applicable law.**
- 1.31 **Payment of GST-**
- a) Bidder shall quote his rates excluding GST.
- b) GST shall be payable on the accepted contract value.
- c) GST shall be paid to Contractor on the amount of bill of work done as per prevailing rate of GST during the period of work done.
- 1.32 **VALIDITY PERIOD :**
- The offer shall remain open for acceptance for minimum period of **60 days** from the Date of opening of Envelope No. 2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

- 1.33 **Site Visit-** The bidder, at the bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The cost of visiting the site shall be at the bidder's own expense.

Schedule of Bid

Sr. No.	Particulars	Date	Time
1	Publishing Date	06/08/2021	11:00
2	Document Sale Start Date	06/08/2021	11:00
3	Document Sale End Date	24/08/2021	18:00
4	Bid Submission Start Date	06/08/2021	11:00
	Submission of Queries end date	N/A	18:00
5	Bid Submission End Date	24/08/2021	18:00
6	Bid Opening Date	26/08/2021	11:00

B-1 Tender Form

Memorandum

GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT

CIRCLE: SUPERINTENDING ENGINEER, MECHANICAL CIRCLE, NAGPUR

DIVISION: EXECUTIVE ENGINEER, MECHANICAL DIVISION, NAGPUR

FORM B-1
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

Name of Work - Repairs to 1) 1.2 x 1.2 m roller type service gate- 2 No., 2) 1.2x1.2m roller type emergency gate - 1 No. of Kolar project and 3) Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr, with Embedments & 5 MT Capacity Screw stem Hoist - 03 Nos.

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 earnest money to be deposited with, the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues and ground rents will be granted. 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 works are proposed to be executed according to the specifications recommended by the contractor and approved by a competent authority on behalf of the Governor of Maharashtra such specifications with designs and drawings shall form part of the accepted tender.
2. i] The contractor shall pay along with the tender of sum of **Rs. 7600/- (Rs. Seven thousand six hundred only)** as and by a way of earnest money. **Earnest money shall be paid via offline using payment FDR/TDR . The said amount of earnest money shall not carry any interest whatsoever.**

ii] In the event of his tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of Contract.

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

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

Contractor

No. of Corrections

Executive Engineer

- 3) Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
- 4) Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in schedule 'B' (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates/ Schedule rates shall be named. Tenders who propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. No Printed form or tender shall include a tender for more than one work but if a contractor who wishes to tender two or more works, they shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
- 5) The Executive Engineer shall open tender in the presence of contractors who have submitted tenders or their representative who may be present at the time, and he will enter the amounts of the several tenders in the comparative statement in a suitable form.
- 6) The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 7) No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or 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 materials to be supplied by the Department and their rates 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 shall not have been so filled in the completed he shall request the said office to have this done before he completes or delivers his tender.
- 9) All works shall be measured net by standard measure and according to the rules and customs of the Department and without reference to any local custom.
- 10) Under no circumstances shall any contractor be entitled to claim enhanced rates for items in the contract.
- 11) Deleted
- 12) All corrections and additions or pasted slips should be initialed.

- 13) The measurements of work will be taken according to the usual methods in use in the department
And no proposal 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.
- 14) The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of work that remains to be executed in each case on the date of submitting the tender.
- 15) Every tenderer shall furnish along with the tender information regarding the income-tax circle or ward of the district in which he is assessed to income tax the reference to the number of assessment and the assessment year and a valid Income Tax clearance certificate.
- 16) In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for, (GCB / PWD/ CFM / 1058 / 62517 dt. 26-9-59)
- 17) The contractor will have to construct shed for storing controlled and valuable material issued to him under schedule 'A' of the agreement, at the work site, having double locking arrangement. The materials will be taken for use in the presence of the Departmental person. No material will be allowed to be removed from the site of works.
- 18) The contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of statement No. III.
- 19) Deleted
- 20) Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation & Abolition Act, 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
- 21) The contractor shall comply with the provision of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
- 22) Deleted
- 23) The Workers welfare cess at the rate of 1.00% on total value or at the rate inforce from time to time shall be deducted from the bill.24) Work order will not be issued to the shortlisted contractor unless Govt. permission for the same work is received.

* In figure as well as in words. As well as in

(a) If several Sub-works are included they should be detailed in a separate list.

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 204 & 205 of the M.P.W. Manual.

(d) This deposit shall be in accordance with paras 211 and 212 of the M.P.W. Manual.

(e) This percentage where no security deposit is taken will vary from 5 percent requirement of the case where security deposit is taken see note 1 to clause 1 of conditions of contract.

(f) Give Schedule where necessary showing dates by which the various items are to be completed.

Tender for works

I / We hereby tender for the execution for the Government of Maharashtra (hereinbefore) and hereinafter referred to as 'Government of the work specified in the under written memorandum within the time specified in such memorandum at _____ percentage / 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, design, drawings and instructions in writing 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

General Description : Repairs to 1) 1.2 x 1.2 m roller type service gate- 2 No., 2) 1.2x1.2m roller type emergency gate - 1 No. of Kolar project and 3) Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr, with Embedments & 5 MT Capacity Screw stem Hoist - 03 Nos.

(b) Estimated Cost

Rs.757163/-

(c) Earnest Money

Rs. 7600/-

(d) Security deposit : - in the form of FDR for 12 Months

(i) 1% on Cost put to tender amount shall be payable before issue of Work order

Rs.7600/-

(ii) Remaining 1 % on Contract amount shall be Deducted from 1 st R.A. Bill

Rs7600/-

Total Rs.15200/-

2. I / We agree that the offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same and 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 delivery at the office of such authority, "Treasury Bank Challan No. and date or Deposit at call receipt No. and date or term deposit receipt for a period of one year receipt No. date _____ in respect to the sum of Rs. * _____ in words

_____ representing the earnest money is herewith forwarded.

Contractor

No. of Corrections

Executive Engineer

The amount of earnest money shall not bear interest and 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 (i) 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 or 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 secured exemption for payment of earnest money after executing the necessary bond in favour of the Govt. 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 as specified in item (d) of the Memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of annexed General conditions of contract the amount payable by me / us may at the option 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 out of any other moneys which are due or 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 and the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ dated _____ from the Government Treasury or Sub-Treasury at _____ in respect of the sum of Rs. * _____ in herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause I (A) of the said conditions otherwise the said sum of Rs. _____

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

** Strike out (a) if no cash security deposit is to be taken.*

Contractor

Signature of contractor
before submission of tender

Address

Dated the

(Witness)

Signature of Witness to Contractor's
Signature

Address

Conditions of contract

Security Deposit

Clause 1. - The person / persons whose tender may be accepted (here in after called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and 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 cash or Govt. securities endorsed to the Executive Engineer. (If deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) (Permit Govt. at the time making any payment to him work done under the contract to deduct such as will amount *4 percent of all moneys so payable such deductions to be held by Government by way of security deposit) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) Above, then and in such case, if the sum so deposited shall not amount to 4 Percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of 4 percent by deducting a sufficient sum 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 Government 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 Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in event of his security deposit being reduced by reason of any such deducting or sale as aforesaid, the contractor shall, within ten days thereafter make good in cash 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 hereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the Tender / Contractor already accepted shall be considered as cancelled and legal steps will be taken against the contractor for recovery of the amount. The amount of the security deposit lodged by the contractor shall be refunded along with the payment of the final bill, if the date up to which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 50% amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the Government shall be released after expiry of period up to 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 up to which the contractor has agreed to maintain the work in good order, then, Subject to provisions to clauses 17 and 20 hereof the amount of Security Deposit retained by Government shall be

Contractor

No. of Corrections

Executive Engineer

adjusted towards the excess cost incurred by department rectification work.

Clause 2. - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and 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 tender for every day that the work remains uncompleted, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

Compensation for delay

* 1/4 time	Of the work in	Of the
* 1/2 do	do	
* 3/4 do	do	

* **Note** :- The quantity of the work done within a particular time to be specified above shall be fixed by the Officer competent to accept the contract after taking into consideration the circumstances of each case and inserted in the blank space kept for the purpose abide by the program of detailed process laid down by the Executive Engineer.

The following proportion will usually be found suitable:-

in 3/4, 1/4, 1/3 of the time

Reasonable progress of earth work 1/6, 1/2, 3/4 of the total

value of the work to be done.

do, do of masonry work 1/10, 4/10, 8/10, do

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amounts as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimate cost of the whole work for every day that the due quantity of work remains in completed 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.

Contractor

No. of Corrections

Executive Engineer

Clause 3. - In many case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of this 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 Engineer, on behalf of the Governor of Maharashtra, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government :-

Action when whole of security deposit is forfeited.

(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 Government.

(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 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 cost and other allied expenses so incurred and also 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 unexpected out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement, for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of 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 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 contractor shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In 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 contractors and other allied expenses exceeding the value of such work credited to the contractor the amount of excess shall be deducted from any money due to the contractor, the government under the

contract or otherwise how so ever or form his security deposit or the sale proceeds thereof provided, however, that contractor shall have no claim against Government ever if the certified value of the work done departmentally or through a new contractor exceeds he 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 if to 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.

Clause 4. - If the 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 under clause 3 (b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing such action.

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

Clause 5. - In any case in which any of the power conferred upon the Executive Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall conditions hereof and such powers shall notwithstanding the exercisable in the event of any future case of default by the contractor for which under any clause hereof he is the liability the contractor for past and further compensation shall remains unaffected. In the event of Executive Engineer taking action under sub0clause (b) or (c) of clause 3, he may, if he so desires, take possession of all any tools and 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 and plants, materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by action or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expanse of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Power to take possession of or required removal of or sell contractor's plants.

Clause 6. - If the contractor shall desire an extension of the time for completion of 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 the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid on which the case for asking for extension occurred, whichever is earlier and the Executive Engineer or in the opinion of Superintending Engineer or Chief Engineer as the case

Extension of time.

may be 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 Executive Engineer in this matter shall be final.

Clause 7. - On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus material and rubbish, and shall have cleaned off, the dirt from all wood work, door, 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 possession for the purpose of executing the work, nor until the work shall have been 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 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 expense of the contractor remove such scaffolding surplus material and rubbish

and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof

Clause 8. - No payment shall be made for any work estimated to cost less than rupees 100/- till after the whole of work shall have been completed and a certificate of completion given But in the case of work estimated to cost more than Rs. 1000/- the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work then approved 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 and not as payments for work actually done and completed and shall not produce 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 occurrence of any claim nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge just as to the final settlement and adjustment of the account or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the

Final Certificate.

Payment on Intermediate Certificate to be regarded as advances.

measurements and of the total amount payable for the work shall be final and binding on all parties.

Clause 9. - The rate for several items of work estimated to cost more than Rs. 1000/- agreed of within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of the work are not accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment as reduced rates account of items of work nor accepted as completed, to be at the discretion of the Engineer-in-

Clause 10. - A bill shall be submitted by the contractor in each month or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the request measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within the ten days from presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may dispute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant and Engineer-in-charge may prepared a bill form such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

Clause 11. - The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or 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.

Bill to be on printed forms.

Clause 12. - If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the Dept. store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge. (such material, 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 and stores as may be required from time to time to be used by him for the purpose of the contract only, and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due, to the contractor under the contract or otherwise, or from the security deposit or the proceeds of sale thereof if the security deposit held in Government securities, the same or a sufficient portion thereof shall in the case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials

Stores supplied by Government.

unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Dept. store of 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 damage to any such materials.)

Clause 12. (A) - All stores of controlled material such as cement, still etc. supplied to the contractor by Govt. 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.

Clause 13. - The contractor shall execute the whole and every part of the work in the most substantial and work man like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, 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 the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him shall be supplied at the rate of Rs.1000/- per contract drawing and Rs.1000/- per working drawing except where otherwise specified.

Works to be executed in accordance with specifications, drawings,

Clause 14. - The Engineer-in-charge shall have power to make any alteration on 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

Alteration in specifications and designs not to invalidate contracts.

Above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contractor, then such class of work shall be carried out at the rates entered in the schedule of Rates of Division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the schedule of Rates of the Division is ordered to be carried out before the rates are agreed upon then the contractor shall within 7 days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of

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

work. And if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provide always that if the contractor shall commence work or incur any expenditure in regard thereto before rate shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of Superintending Engineer of the circle will be final.

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

The time limit for the completion of the work shall be extended in the proportion that increase it its cost occasioned by alterations or additions bears to the cost of original contract work, and certificate of the Engineer-in-charge as to such proportion shall be conclusive.

Clause 15. - (1) If at any time after the execution of the contract documents the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the Government 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 forth with 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, an account of any suspension, stoppage or curtailment except to the extent specified here in after.2) Where the total suspension of work ordered at

aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the executed 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

Extension of time in consequence of additional of alterations.

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

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 a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

3) Where the Engineer required to contractor to suspended the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary of wages for the first 30 days whether consecutive or in the aggregate or 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 event of –

(i) Any total stoppage of work on notice from the Engineer under Sub-

Clause (1) in that behalf.

(ii) Withdrawal by the contractor from the contractual obligations 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 alteration, omission on substitution in the specifications, drawings,

designs or instructions under clause (14) one where such curtailment exceeds 25% in quantity and the value of quantity curtailed beyond 25% at the rate for the item specified in the tender is more than Rs. 5,000/-

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

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work of (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (III) notice under clause 14 (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 required the Govt. 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 Govt. shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirement of his unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

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

- i. Difficulties relating to the supply of railway wagons.
- ii. Force major
- iii. Act of God.
- iv. Act of enemies of the State or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials, Government 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.

Clause 16 - Under no circumstance whatever shall the contractor be entitled to any compensation from Government 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.

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 provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to may 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 the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove, and replace

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

Time limit for unforeseen claims.

Action and compensation payable in case of bad work.

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

the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. 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.

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 intension 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 contractor's duly authorized agent shall consider having the same force and effect as if they had been given to the contractor himself.

Clause 19 - The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his sub-ordinate 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 measurements and shall not cover up or place beyond the reach of measurements of work without of 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.

Clause 20 - If during the period of 24 months from the date of completion as certified by the Engineer-in-charge pursuant to clause-7 of the contractor or 24 months after commissioning the work, whichever is earlier in the opinion of the Executive Engineer the said work is defective in any manner whatever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and / or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of contractor. The contractor shall forthwith on demand pay to the Govt. the amount of such costs, charges and expenses sustained or incurred by the Government of

which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and 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 Government; the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.

Clause 21 - The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the contract, be supplied from the _____ stores), plant, tools, appliances, implements, ladders, cordage, 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 he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expense of the Contractor and the expenses may be deducted from any money due to contractor under 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 the 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 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.

Contractor to supply plant, ladder, scaffolding etc.

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

List of machinery in contractor's possession and which, they propose to use on the work should be submitted along with the tender.

Clause 21 A - The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection herewith –

- (a) Suitable scaffolds shall be provided for workmen for the 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 by 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 there with and ladders shall
 - i. be of sound material
 - ii. be of adequate strength having regard to the loads and strains to which they will be subjected and
 - iii. be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not 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 scaffold.
- (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 here-in-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 obstruction.

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

ii. Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.

iii. Every working platform, gangway working place and stairway shall be suitably fenced.

(k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport of shifting of materials be provided with suitable means to prevent the fall of persons or materials.

(l) 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 labour as per minimum Wages Act.

Clause 21 B - The contractor shall comply with the following regulations as regard 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 hoisting or lowering materials or as a means of suspension shall be of suitable quality, and adequate strength and free from patent defect.

(c) Hoisting machine and tackle shall be examined and adequately tested after erection on the site and before

use and be re-examined in position at intervals to be prescribed by the Government.

(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 and scaffold which, or give signals to the operator.

(g) In the case of every hoisting machine and of every chain, ring, hook shackle, swivel pulley block used in

hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.

h) Every hosting machine and all gear referred to in preceding regulation shall be plainly market with the safe working load.

(i) In the case of a Hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.

(j) No part of any hosting 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 hosting 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 minimum the risk of any part of a suspended load becoming accidental displaced.

Clause 22 - The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut of dug up trees brushwood, grass etc. By fire; the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause 23 - Compensation for all damages done intentionally or unintentionally by contractor is 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 and sums that may be due or become due from Government to contractor under this contract or otherwise.

The Contractor shall bear the expenses of defending any acting or other legal proceeding that may brought by any persons for injury sustained by him owing to neglect of precautions of prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court consequence.

Clause 24 - The employment of female labour on works in neighborhoods of soldier's *Employment of female labour.* barracks should be avoided as far as possible.

Clause 25 - No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

Clause 26 - The contractor shall not be assigned or subject without the written *Work of Sunday.* work not to be sublet

approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt so, to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or it bride, 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 or any public officer or person in the employ of Government in any way

Measure for prevention of the fire.

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

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

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

Changes in the constitution of firm to be notified.

Direction and control of the Superintending Engineer.

relating to his office or employment, or if any such officer or person shall become in anyway 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 Government 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.

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

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.

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

Clause 30. (1) - Except where otherwise specified in the contract and subject to the powers delegated to him by Government 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 or 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 design, drawings, specifications, estimates, instructions, order, or these conditions, or otherwise concerning the works, or the execution, or failure to executed the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

(2) The contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the Circle as aforesaid appeal against it to the Chief Engineer concerned with the contract, Work or Project provided that -

(a) The accepted Value of the Contract exceeds Rs. 10 Lakhs (Rs. Ten Lakhs).

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

(3) If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Public Works department / water resources Department who if convinced that prima-facie the contractor's claim rejected by Superintending Engineer / Chief Engineer is

not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Standing Committee shall put up to the Standing Committee at Government level for suitable decision. (vide PW Circle No. CAT - 1086 - CR - 110/Bldg-2 dt. 7.5.86)

Clause 31. - The contractor shall obtain from the Departmental stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefore or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles 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 shall be debited to him at cost price which for purpose of this contract shall include they shall be debited to him at cost price which for 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.

Stores of European or American manufacture to the obtained from Government.

Clause 32. - When the estimate on which a tender is made includes lump sum in respect of parts of the works 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 of sums payable to him under the provision of this clause.

Lump sum in estimates.

Clause 33. - In the case of any class of work for which there is no such specification *Actions* where no as is mentioned in rule 1 such work shall be carried out in accordance with the Divisional specifications

specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respect in accordance with all instructions and requirements of the Engineer-in-charge.

Clause 34. - The expression 'works' or 'work' 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.

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.

Clause 36. - All quarry fees, royalties, octroi dues and ground rent for stocking materials, of any, should be paid by contractor, who will, however, be entitled to a refund of such of the charges as are permissible under rules, on obtaining a certificate from the Engineer-in-charge that the materials were required for use on Government work.

Clause 37. - The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable paid by Government as principle under Sub-section (1) of section 12 of the said Act. on behalf of the contractor, it shall be recoverable by Government 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.

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

Clause 37. B - The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations 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 to use and all necessary steps shall be taken for the prompt rescue of any person in danger.

(c) Adequate provision shall be made for the prompt first-aid 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.

Clause 38. (1) - Deleted

Clause 39.- The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for quantities entered in the tender or estimates.

Clause 40.- No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works, on account of delay in according to sanction of estimates.

Clause 41.- No compensation shall be allowed for any delay in the execution of the work on account of water, standing in borrow pits or compartments. The rate are inclusive for hard or cracked soil, excavation in mud, soil, water sanding in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

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 his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Clause 43 : (i) No contractor shall employ any person 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 (Newar)

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

(iv) The Engineer-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

(v) The contractor shall pay fair and reasonable wages to the workmen employed

by him, in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.

(vi) Contractor shall provide drinking water facilities to the works. Similar amenities shall be provided to the workers engaged on large work in urban areas.

(vii) Contractor to take precaution against accidents which takes place on account of labour using loose garments while working near machinery.

Clause 44.- Payment to contractors shall be made by cheque drawn on any treasury within the division convenient to them provided the amount exceeds Rs.10 Amounts not exceeding Rs.10 will be paid in cash.

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

Acceptance of conditions compulsory before tendering or work

Clause 46.- If Government declares a states of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by 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 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.

Employment of scarcity labour.

Clause 47.- The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Govt. or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or 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 conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 47 A.- "The tendered rates shall be inclusive of all taxes, rates and cases and shall also be inclusive of the tax leviable in respect of works contract under the provision of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of works Contract Act, 1985 (Maharashtra Act No. XIX of 1985)"

Clause 48:- The rates to be quoted by the contractor must be inclusive of sales tax, No extra payment on this account will be made to the contractor.

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 sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Clause 50.- The contractor shall employ the unskilled labour to be employed by him on the said work only locally available labours and shall give preference to those persons enrolled under Maharashtra Government Employment and self Employment Department's Scheme.

*P.W.d. Resolution No.
CAT-1097 / CR - 478 /
Bldg - 2, Dt. 23.03.98*

Provided however, that if the required unskilled labours are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in-charge of the said work, obtain the rest of requirement of unskilled the labour from outside the above scheme.

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

1. The contractor shall pay the labours skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contract is located
2. The contractor shall comply with the provisions of the Apprentices Act 1961 and the Rules and Orders issued there under from time to time, if he fails to do so, his failure will be a breach of the Contract and Superintending Engineer, may in his discretion, cancel the Contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act. The Contractor shall pay the labours Skilled and Unskilled according to wages

prescribed by Minimum Wages Act applicable to the area in which the work lies.

Clause 52:- All amounts whatsoever which the contractor is liable to pay to the Government 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 Government to the contractor (ii) here charges in respect of heavy plant, machinery and equipment given on hire by the Government to the contractor for Execution by him of the work and/or on which advances have been given by Government to the contractor shall be deemed to be arrears of the Land Revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of Revenue.

Clause 53:- The contractor shall duly comply with all the provisions of the Maharashtra 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 Government makes such payment of wages in full or part thereof less paid by the contractor as the case may be, the amount so paid by the Government to such workers shall be deemed to be arrears of Land Revenue and the Government shall be entitled to recover the same as such for the contractor or deduct same from the amount payable by the Government to the contractor here under or from any other amounts payable to him by the Government.

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

Clause 54:- Deleted

Clause 55: Condition for Malaria Eradication.

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

- B) Contractor shall be 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 (M & F) of Health Services, Pune.
- D) In case of default in carrying out prescribed anti malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay Govt. the amount spent by Government on anti malaria measures to control the situation in addition to fine.

E) Relation with Public Authorities - The contractor shall make sufficient arrangements for draining away the sewage water as well as water coming from bathing washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premise clean by employing sufficient of sweepers.

The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority connection with this work and shall pay fees or charges which are leviable on him without any extra cost of Government. (vide Govt. Circular No. CST - 1086 / CR-243 / ka-Bldg-2/ Mantralaya, Mumbai - 400 032 dtd 11 Sept. 1987)

Clause 56 : Insurance of contract work

Contractor shall take out necessary insurance policy/policies (viz. contractors all risk policy , erection all risk insurance policy etc. as decided by the directorate of insurance) so as to provide adequate insurance cover for execution of awarded contract work for total contract value and complete contract period compulsorily from the " Directorate of insurance, Maharashtra state, Mumbai" only. Its a postal address for correspondence is 264, MHADA, 1st floor, opposite, Kalanagar, Bandra (E), Mumbai -400051 (Tel no. 26590403/26590690 and Fax no. 26592431/26590403). Similarly all workmen appointed to complete the contract work are required to insure under workmen's compensation insurance policy. Insurance policy/ policies taken out from any other company will not be accepted. If any contractor as effected insurance with any other company, the same will not be accepted and the amount of premium calculated by the government insurance fund will be recovered directly from the amount payable to the contractor for executed contract act work and paid to the directorate insurance fund, Maharashtra State, Mumbai. The Director of insurance reserves the right to distribute the risk of insurance among the insurers.

Clause 57: In case of material with which becomes surplus contractors from those issued for work contracted for the date of ascertainment of the materials as being surpluses will be taken as the date of sale for the purpose of sales tax and sales tax will be recovered on such a sale.

Clause 58 : Taxes should be shown separately in schedule 'B'

Schedule A, B and C

SCHEDULE 'A'

Schedule showing (approximately) the materials to be supplied from the Public Works Departmental stores for the works and the rates at which the materials are to be supplied.

Name of Work : Repairs to 1) 1.2 x 1.2 m roller type service gate- 2 No., 2) 1.2x1.2m roller type emergency gate - 1 No. of Kolar project and 3) Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr, with Embedments & 5 MT Capacity Screw stem Hoist - 03 Nos.

Particulars	Quantity	Rates at which the material will be charged to the contractor			Place of delivery
		Unit	In figure	In words	
			-NIL-		

Contractor

No. of Corrections

Executive Engineer

CONDITIONS FOR MATERIALS

The issue of materials by the Department under Schedule 'A' of this contract will be subject to the following conditions.

1. All the materials shall be procured by the contractor from approved Govt. institutions or as directed by

Engineer in charge only. The material shall be brought at the site of work well in advance by the contractor. The gate pass shall be examined by the authorized representative of the Engineer in charge.

2. The contractor shall submit periodically as well as completion of work, and account of all materials issued to him on the work. In addition a separate register shall be maintained on site for recording daily item-wise Consumption of materials. This shall be signed daily by contractor or his representative and representative of Engineer-in-charge.
3. All the materials required for work shall be procured from the approved Govt. institutions or as directed by Engineer In charge. In such case, certificate for its quality shall be produced by the contractor and samples of materials shall be tested from government laboratory by the contractor at his own cost and the test result be supplied to the Department. The materials not conforming to the required standard shall be removed at once from the site of work by the contractor at his own cost. All materials required for use in the work shall be

confirming to the concerned I.S. / M.O.S.T. specifications. The contractor shall get necessary tests carried out to be frequency specified for each material in the specification and submit test result to the Engineer in charge or his authorized representative. These materials shall be used on the work by contractor only if the tests thereof are found satisfactory to the engineer in change or his authorized representative.

For the purpose of daily testing of material. The contractor shall make his own arrangement to install a well equipped laboratory at the site of work at his own cost. The contractor shall Employee qualified personnel in this laboratory at his own cost. The responsibility of carrying out test to the frequency specified for the material shall rest with the contractor.

4. The rates mentioned in Schedule 'A' are inclusive of sales tax and storage charges.
5. After issue of any materials for use on bonafide Govt. work to contractor if the Engineer-in-charge ascertains on any particular date that the portion of such supplies comes to surplus to the requirement of the work, the date of ascertainment will be taken as the date for the purpose of payment of sales tax on such portion and recovered from the contractor as per rules.
6. The contractor shall construct shed / sheds as per direction of the Engineer-in-charge of the work for storing the materials issued to him by this Department and provide double locking arrangement, but of which one look shall be with in charge of

Departmental person, and materials shall be taken for the use in presence of the Departmental persons only.

7. The contractor shall make his own arrangement for the safe custody of the materials which are supplied to him by the Department.
8. The contractor shall not use cement and other materials under Schedule 'A' in items other than as per this tender except for such ancillary small items as are connected with the absolutely necessary for execution of this works as may be decided by the Engineer.
9. All Steel issued under Schedule 'A' which remains surplus with the contractor use after in the work, shall be returned to the Department. General, only full length bar supplied by the Department shall be taken back by the Department. However, the Engineer-in-charge may at his discretion, take back bars of particular diameter in any other lengths approved by him, if same are required for use in Government work. The rates for repayment of the surplus acceptable materials required by the contractor at the godown of issue shall be at the prevailing market rates or the rates charged to the contractor, excluding the element of storage charges or the issued rates excluding the element of storage charges or the time of return, whichever is lower. The quantity of such surplus steel as is not acceptable to the department may be disposed of by the contractor in any manner he likes and the cost there of shall entirely be borne by the contractor.

However in cases in which the materials issued to the contractor, become surplus owing to change in the design of

the work after the materials were issued to the contractor. The materials should be taken back from the contractor at the same rates at which they were supplied to him by Government provided, the materials at the time taking over were not actually needed and are serviceable.

- 10 Mild Steel / Tor steel bars shall be issued to the contractor on the basis of actual weight, However, for the purpose of payment, the weight of steel bars used on the work shall be calculated on the basis of standard weight per unit length vide table in B 10, 13 of Standard Specification Book 1972 edition by B & C Deptt. Hence, claims on account of difference in actual weight and calculated on the basis of standard weight per unit length shall not be entertained.
11. The contractor shall make his own arrangement for securing structural steel as square bars; flats rolled steel joints, angles, iron plates etc. The department is neither responsible for securing permit nor to supply required structural steel. However, necessary certificate to the effect that the material is required for the said bonafide Govt. work, will be issued if required.
12. The charges for the conveyances of materials from the place of delivery to the site of work and the actual spot on work site shall be entirely born by the contractor. No claims on this account shall be entertained
13. If the surplus materials after completion of the work are not returned by the contractor, recovery of such materials at the penal rate of twice the issue rate of these materials shall be

made from the contractor. GST and General tax on the cost of surplus materials which are not returned, shall also be

recovered from the contractor as decided by Executive Engineer. However, it is clear that if any surplus materials returned is in unserviceable or damaged conditions, the same will not be accepted. In such case the cost will be recovered from the contractors as stated above in the clause.

14. Empty asphalt drums will have to be returned to the Dept. in case of non return of empty asphalt drums, recovery at Rs. 200/- (Two hundred only) per drum will be charged to the contractor.
15. The person / firm submitting the tenders should see that the rates in the above schedule 'A' are filled up by the Executive Engineer-in-charge of the work on the issue of the form prior to the submission of the tender.
16. The Govt. shall not be responsible for the loss in cement during transit from Govt. stores to work site cement so delivered to the contractor at the Govt. stores shall mean 50 Kgs. equivalent to 1.23 Ck. by weight. The rate quoted should correspond to this method of reckoning. The correction will have to be done by weight basis. While mixing, if cement found short in a bag, it will have to be made good by the contractor for which additional cement would be supplied by the Department at issue rate in Schedule 'A' item or percentage rate quoted for should reckon this.

17. For the purpose of issue, rate of the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and each dimension shall be measured at straight line in plain (neglecting extra length due to corrugations etc.)
18. The contractor shall furnish unstamped receipts for all material issued under Schedule 'A'.

SCHEDULE "B"

Name of Work : Repairs to 1) 1.2 x 1.2 m roller type service gate- 2 No., 2) 1.2x1.2m roller type emergency gate - 1 No. of Kolar project and 3) Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr, with Embedments & 5 MT Capacity Screw stem Hoist - 03 Nos.

Sanctioned Estimate No. 14/SEMC/NGP/TS-1/2021-2022 Date 05/05/2021

Sr.no	Description	Qty	Rate	Amount
A	Repairs to roller type service gate of size 1.2 x 1.2 m - 2 Nos.			
1	Dismantling of Roller type Service Gate leaf of size 1.2 x 1.2 Mtr and hoist assembly. lifting of the same up-to Platform for Repair work and lowering on Sill Beam. Complete job including cost of sundry material and labour charges.	2 job	15095.00	30190.00
2	Dismantling & Cleaning of Track Rollers (4 Nos), of Roller type Service Gate of size 1.2 x 1.2 Mtr. Refitting with M.P. Grease 2 Kg. Complete job including cost of sundry material and labour charges. (Excluding Cost of New Bearing / Bush, Ref. Jobwork DSR / Bearing price list).	2 job	3576.00	7152.00
3	Dismantling of Damaged Side Rubber seal - of 1.2 x 1.2 Mtr of service Gate leaf & fitting of new Plain Musical Note type Side Rubber Seal of size 32 mm Dia x 78 mm x 12 mm(confirms to IS: 11855 / 1986 (Updated)) with M-12 x 75 mm long Nut Bolts.Complete job with Material, Sundry material, & Labour charges.	2 job	17139.00	34278.00
4	Dismantling of Damaged Top Rubber seal -of 1.2 x 1.2 Mtr service Gate leaf & fitting of new Double Stem type Top Rubber Seal 32 mm x 130 mm x 12 mm (confirms to IS: 11855 / 1986 (Updated)) with M-12 x 75 mm long Nut Bolts.Complete job with Material, Sundry material, & Labour charges.	2 job	10962.00	21924.00
5	Dismantling of Damaged Bottom Rubber seal - of 1.2 x 1.2 Mtr service Gate leaf & fitting of new Flat type Bottom Rubber Seal 80 mm x 16 mm(confirms to IS: 11855 / 1986) with M-12 x 75 mm long Nut Bolts. Complete job with Material, Sundry material, & Labour charges.	2 job	10678.00	21356.00
6	Replacement of New stem rod of 80 mm dia - 3 Mtr long	2 job	7067.00	14134.00

Contractor

No. of Corrections

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	of Gate of size 1.2 x 1.2 Mtr. Complete job including cost of material and machining charges.			
7	Replacement of new stem nut for 12 MT cap hoist of 1.2 m x 1.2 m roller type gate	1job	65688.00	65688.00
8	Replacement of new stem nut for 12 MT cap hoist of 1.2 m x 1.2 m roller type gate	1job	29956.00	29956.00
9	Painting of Service Gate 2 No., Entrance Bridge, Screw stem hoist assly of 12 MT of Service Gate of Size 1.2x1.2 Mtr ,Emergency Gate & Wire rope drum type hoist HOT 10 MT of Emergency Gate of Size 1.2x1.2Mtr of Kolar Project.	1job	117113.00	117113.00
B	Repairs to roller type emergency gate of size 1.2 x 1.2 m - 1 Nos.			
1	Dismantling & Cleaning of Track Rollers (4 Nos), of Roller type Gate of size 1.2 x 1.2 Mtr - 1 No. Refitting with M.P. Grease 2 Kg. Complete job including cost of sundry material and labour charges.	1job	3576.00	3576.00
2	Dismantling of Damaged Side Rubber seal - 1.2 Mtr from Gate Leaf & fitting of new brass cladded Musical note type Side rubber seal 32 mm x 78 mm x 12 mm (confirms to IS: 11855 / 1986 (Updated)) with M-12 x 75 mm long Nut Bolts . Complete job with Material, Sundry material, & Labour charges.	1job	18993.00	18993.00
3	Dismantling of Damaged Top Rubber seal - 1 Mtr from Gate Leaf & fitting of new Brass Cladded Double Stem type Top rubber seal size - dia 32 mm x 130 mm x 12 mm (confirms to IS: 11855 / 1986 (Updated)) with M-12 x 75 mm long Nut Bolts. Complete job with Material, Sundry material, & Labour charges.	1job	11884.00	11884.00
4	Dismantling of Damaged Bottom Rubber seal - 1 Mtr from Gate Leaf & fitting of new Flat type Bottom Rubber Seal 80 mm x 16 mm (confirms to IS: 11855 / 1986 (Updated)) with M-12 x 75 mm long Nut Bolts. Complete job with Material, Sundry material, & Labour charges.	1job	9881.00	9881.00
5	Removing Old Cardium Compound of wire rope (70 Mtrs) of 10 MT cap hoist - 1 No., by cleaning Agent, Applying new Cardium Compound (SAE 120) Complete job with material, sundry material & Labour charges.	1job	5277.00	5277.00
6	Checking & tightening of various Nuts Bolts & replacing damaged ones of pedestals, RGB of Wire Rope Drum type 10 MT Capacity Hoist. - 1 No. Complete job with cost of sundry material and labour charges	1job	4540.00	4540.00
7	Draining of Old Oil from RGB & filling with new gear oil GX 90 - 9Ltr, Cleaning gear train by removing old grease & Applying M.P. Grease - 3 Kg to Gear train, Pedestal, Drum axle of 10 MT cap Hoist -1 No.	1job	5740.00	5740.00

	Complete job with cost of material, sundry material & labour charges			
C	Jobwork for Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr , Embedment parts & 5MT Capacity Screw stem Hoist complete job including manufacturing erection and material charges.	3 job	109889.00	329667.00
D	Providing & fixing column of steel to Lifting of Aproach Bridge Complete job with cost of sundry material & labour charges	1 job	13214.00	13214.00
E	Transportation from Nagpur to Kolar project Site and back to NagpurTotal 150 Km by 4 MT Cap tempo considering 4 No of trips	2 trip	6300.00	12600.00
		Total		757163.00
		GST as per applicable		

(Rs. Seven Lakhs Fifty Seven Thousand One hundred sixty three Only)

**Deputy Engineer
Mechanical Sub Division no.1
Nagpur**

**Executive Engineer
Mechanical Division
Nagpur**

SCHEDULE - "C"

Specification of material & Drawings

Sr. No.	Items	Particulars

Appendix

A, B, C, D, E and F

APPENDIX - "A"

Details of works of similar type and magnitude carried out by the Tenderer.

Sr. No.	Name of Work	Place	Tender Cost	Contract Period	Time in which completed	Date of completion	Principal Feature

Contractor

No. of Corrections

Executive Engineer

APPENDIX - "B"

Details of works tendered for and in hand on the date of submission of this Tender.

Sr. No.	Name of Work	Place of Country	Work in Hand			Work Tender For			Remarks
			Tender Cost	Cost of remaining work	Anticipated date of completion	Estimated Cost	Date when decision expected	Stipulated date of completion	

Contractor

No. of Corrections

Executive Engineer

APPENDIX - "C"

Details of Plant and Machinery available with the Tenderer for use of the work

Sr. No.	Name of Equipment / Machine	No. of Units	Kind of & Make	Capacity	Age & Condition.	Present Location	Remarks

Contractor

No. of Corrections

Executive Engineer

APPENDIX - "D"

Details of Technical Person with Tenderer

Sr. No.	Name	Qualification	Whether working in field or other	Experience of execution of Similar work	Period for which the person is working with the Tenderer	Remarks

APPENDIX - "E"

Information Regarding Financial Capacity of the Tenderer

Sr. No.	Details	Amount in Rs.	Remarks
1	2	3	4
1	Solvency 1		
2	Annual turnover for the last five years		
3	Cost of the biggest job carried out		

APPENDIX - "F"

Declaration by The Contractor

Name of Work: - Repairs to 1) 1.2 x 1.2 m roller type service gate- 2 No., 2) 1.2x1.2m roller type emergency gate - 1 No. of Kolar project and 3) Manufacturing and erection of Sliding type of Canal Gate Size 0.9 x 0.9 Mtr, with Embedments & 5 MT Capacity Screw stem Hoist - 03 Nos.

I / We hereby declare that I / We have made myself thoroughly conversant with the local conditions regarding all materials such as stones, murum, sand, site conditions, working of the machineries etc. and labour on which I / We have based my rates for this work. The specifications and lead for this work have been carefully studied and understood by me before submitting the tender. I / We undertake to use only the best materials approved by the Executive Engineer-in-charge of the work or his duly authorized representative before starting the work and to abide by his decision.

I hereby undertake to pay the labours engaged on the work as per Minimum Wages Act, 1948 applicable to the zone concerned.

I / We hereby undertake that No Correction will be made by me/us in the Tender documents, otherwise the documents will be treated as cancelled and this act will be liable for action.

I / We hereby undertake that I/we have seen concern Drawings on Website. These Drawings are parts of Tender document. I/we have taken it in consideration while submitting the Tender documents.

I / We hereby undertake that If Tender submitted by me/us is sanctioned I/We will make attestation of Drawing before taking Work Order after submission of security Deposit.

Contractor's Signature

Contractor

No. of Corrections

Executive Engineer

1. Geo – Tagging

(1) Geo Tagging is mandatory to keep envelope no 1 otherwise Tender will not be accepted.

(Ref : जलसंपदा विभाग शासन शुध्दीपत्रक क्रमांक ३ – निविदा/ ०४१७/ प्र.क्र. २४७/ प्र.क्र. २४७/ मोप्र-१ मंत्रालय , मुंबई दिनांक ०८/०४/२०२) **Page no.**

Schedule of Geo – Tagging

Sr.No	Works-place	Geo- Tagging	Visit on Date and Time	Officer Available at visit Work-place
1	Chandrabhaga project	1) Main canal RD 7210 2) Susundri Minor Rd 3200 3) Sawali Minor Rd 5250	Date 21/06/2021 to 25/06/2021 (Official work Time)	1)V.M.Wadhai Dy. Engieer Contact no.7774830432 2) P.J.Kodapr Sec Engr. Contact no.9168285904

- 1) Before each bidding process, there are number of important areas such as land, secondary mining and so on. It will be mandatory to inspect the work area.
- 2) Authorized by the current Geo- Tagging companies or their Authorized Practices as the representative has to act on his own, the authority letter Drop placed at the meeting place in the field of work as per details given by the company. Simple key in the box. Cut it before inserting it into the drop box Or the duration of the periodic visit due to their authorized practice, Witnessing will not be allowed . As well as by the companies or their authorize letter. Identify the practice of the competent authority to invite bids at the meeting place by **identity card**.
- 3) Geo Tagging is mandatory to keep envelope no 1 otherwise Tender will not be accepted.

V.L.Warade
Executive Engineer
Mechanical Division
Nagpur

परिशिष्ट -१

(१) मराठी

नमुना सत्यप्रतिज्ञापत्र (रु. ५००/- च्या स्टॅम्प पेपरवर)

मी..... वय वर्ष ----- राहणार ----- या
सत्यप्रतिज्ञा पत्राद्वारे लिहून देतो की, मी ----- या

फर्मचा / कंपनीचा मालक असून ----- या कामासाठी निविदा
सादर करित आहे. त्या निविदेच्या लिफाफा क्र.१ मध्ये जी कागदपत्रे सादर केली आहेत ती खरी ,
बरोबर, व पूर्ण आहेत. त्यामध्ये कोणत्याही त्रुटी , चुका नाहीत, याची मी खात्री केलेली असून असे
शपथपूर्वक खालील अटी व शर्तीसह मान्य करित आहे. या कागदपत्रांमध्ये काही चुकीची , दिशाभूल
करणारी , खोटी व तसेच अपूर्ण माहिती आढळल्यास मी भारतीय दंडसंहित अंतर्गत कायदेशीर
कार्यवाहीस पात्र राहीन.

१) जर कंत्राट कालावधीदरम्यान , मी, माझ्या कार्यालयाने किंवा माझ्या कर्मचा-यांनी यांत्रिकी
विभागाला कोणतीही खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यवहारात खोटी / बनावट
साहित्य खरेदीची कागदपत्रे सादर केली असल्यास , मी भारतीय दंडसंहित कायदेशीर कार्यवाहीस
पात्र राहीन.

२) जर कंत्राट कालावधीदरम्यान आणि काम समाप्त नंतर , अंतिम देयक देण्याच्या तारखेपर्यंत सादर
केलेले कोणतेही कागदपत्रे खोटी/ बनावट किंवा फसवी आढळल्यास , मी भारतीय दंडसंहिता
अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

३) जर काम समाप्तीनंतर दोष दायित्व कालावधी दरम्यान किंवा त्यानंतर कोणत्याही वेळी ,
कोणतीही माहिती किंवा कागदपत्रे खोटी / बनावट , फसवी किंवा दिशाभूल करणारी
आढळल्यास , मी भारतीय दंडसंहित अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

कंत्राटदाराची सही / शिक्का

(2) English

Affidavit (on Rs.500/- Stamp Paper)

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

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

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

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

(Signature of contractor) (seal of company)

Contractor

No. of Corrections

Executive Engineer