



For Authorized Use Only

GOVERNMENT OF MAHARASHTRA

WATER RESOURCES DEPARTMENT

Superintending Engineer
Mechanical Circle Nagpur

OFFICE OF
EXECUTIVE ENGINEER
MECHANICAL ENGINEERING WORKSHOP DIVISION
NAGPUR

TENDER NOTICE NO- 20 For 2025-26

B - 1 Tender

Name of work :- Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

Rs- 809444/-
(Excluding GST)

"Recommended for DTP Approved"

Deputy Engineer,
Mech Engg Workshop Sub
Division no.1
Nagpur

Divisional Accountant, -II
Mech Engg Workshop
Division Nagpur

" DTP Approved "

Executive Engineer
Mechanical Engineering workshop Division, Nagpur

PRICE (Rs. 1000) PER SET

GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT
MECHANICAL CIRCLE NAGPUR

E-TENDER NOTICE NO- 20 For 2025-26

TENDER PROGRAMME

B - 1

Tender

Name of Work :- Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

1. Amount of Tender : Rs. 809444/-
2. Earnest money Deposit : Rs. 8100/-
3. Notice to press :
4. Corrigendum :
5. Notice Apperance in Paper :
6. Total Notice Period : 8 Days
7. Sale of Tender : From
8. Last Date of Issue of Tender :
9. Date of Receipt of Tender : up to 18 .00 pm in the office of the
Executive Engineer , Mechanical
Engineering workshop Division Nagpur
10. Opening of Tender : _____ (if possible)

Issued to _____

D.R.No. /T.R. No. _____ Date _____

Divisional Accounts Officer
Mechanical Engineering
W/shop Division
Nagpur

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Contractor

No. of Corrections

Executive Engineer

SECTION - 1

GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT
MECHANICAL ENGINEERING WORKSHOP DIVISION, NAGPUR
INVITATION FOR E-TENDERS

TENDER NOTICE NO- 20 For 2025-26

On behalf of the Governor of the State of Maharashtra, Executive Engineer, Mechanical Engineering workshop Division, Nagpur , Water Resources Department, Government of Maharashtra is inviting tenders through Tendering System (**Off-line**) in form B-1 for the following work from competent tenderers / organizations. Detailed tender instructions and all information regarding tendering is available on the government (www.mahayantriki.gov.in) website and on the notice board of the divisional office.

The right to accept or reject the tender is reserved by the Executive Engineer, Mechanical Engineering workshop Division Nagpur. Conditional tender will not be accepted. If there are any changes in the said tender notice, it will be informed on the website (www.mahayantriki.gov.in)

Sr. No	Name of work	Estimated Cost (Rupees) (Excluding GST)	Earnest Money (Rupees)	Security Deposit (Rupees)	Class of Contractor	Time limit in Tender	DTP Value
1	Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur	Rs. 8,09,444/- (Excluding GST)	Rs. 8,100/-	Rs. 16,200/-	Tenders are invited from contractors having experience of similar kind of work and "Not necessary to be registered with Mechanical organisation "	3 Months	Rs. 1180/- (1000 + RCM)

All related activities (process) like Tender Document Purchases , Preparation and submission, other documents will be governed by the time schedule key dates below:

- 1) Tender (Main Tender) document Sale date :- **22/09/2025 at 11.00 am. To 30/09/2025 at 18.00 pm. Offline tender sale at the office of the Executive Engineer, Mechanical Engineering Workshop, Division Nagpur.**
- 3) Tender (Main Tender) offline bid Submission :- **22/09/2025 at 11.00 am. To 30/09/2025 at 18.00 pm.**
- 4) Tender Technical Bid opening date :- **22/09/2025 at 14.00 am. (If possible) at Office of the Executive Engineer, Mechanical Engineering W/shop Division, Nagpur**

Please Note-

- All information about E-tender is available on.
1. tendering website of government of Maharashtra www.mahayantriki.gov.in (If any subsequent change is there, will be informed on above website.
 2. Notice Board at Executive Engineer, Mechanical Engineering ,Workshop Division, Nagpur
 3. The contractor or his authorized representative should be present as per the tender opening date and time published on the **website/ Notice Board**, otherwise no complaint will be entertained after tender opening.

(V R Pradhan)
Executive Engineer
Mechanical Engineering Workshop ,
Division Nagpur

Contractor

No. of Corrections

Executive Engineer

महाराष्ट्र शासन
जलसंपदा विभाग

कार्यकारी अभियंता, यांत्रिकी अभियांत्रिकी, कर्मशाळा विभाग नागपूर

दुरध्वनी क्रमांक - ०७१२-२९८१०४८

ईमेल - eemewdngp@yahoo.in

ई निविदा सुचना क्रमांक - २० सन २०२५-२६.

महाराष्ट्र राज्याच्या राज्यपालांच्या वतीने कार्यकारी अभियंता, यांत्रिकी अभियांत्रिकी कर्मशाळा, विभाग, नागपूर, जलसंपदा विभाग, महाराष्ट्र शासन हे सक्षम निविदाकारांकडून / संस्थांकडून खालील कामाकरिता बी-१ नमुन्यातील निविदा प्रणालीद्वारे (ऑफ-लाईन) निविदा मागवत आहेत.. सविस्तर निविदा सुचना व निविदेबाबत सर्व माहिती शासनाच्या संकेतस्थळावर व विभागीय कार्यालयाच्या सुचना फलकावर उपलब्ध आहे. निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता, यांत्रिकी अभियांत्रिकी कर्मशाळा, विभाग, नागपूर, यांनी राखून ठेवला आहे. अट असलेली निविदा स्विकारली जाणार नाही. सदर निविदा सुचनेमध्ये काही बदल होत असल्यास www.mahayantriki.gov.in या संकेतस्थळावर कळविण्यात येईल.

अ क्र	कामाचे नाव	अंदाजित रक्कम रुपये	इसारा रक्कम रुपये	सुरक्षा ठेव रुपये	काम पूर्ण करण्याचा कालावधी	काम पूर्ण करण्याची पात्रता	मुल्य रुपये
१	भंडारा पूर संरक्षण अंतर्गत सा. क्र.२३७० मी. वरील १५ टन क्षमतेचा ईओटी क्रेन करिता व विहीरी करिता आवश्यक अतिरिक्त घटकभाग निर्मिती व उभारणी कामे.	रु. ८०९४४४/- (GST वगळून)	रु. ८१००/-	रु. १६२००/-	३ महिने	कामाचा पूर्वाभूत असलेल्या कंत्राटदाराकडून / संस्थाकडून बी-१ निविदा मागविण्यात येत आहेत. निविदा सादर करतांना कंत्राटदार जलसंपदा विभागाकडील यांत्रिकी संघटनेकडे पंजीकृत असणे आवश्यक नाही.	मुख्य निविदा कागदपत्रे रुपये ११८०/- (१००० + GST-RCM)

निविदेचे वेळापत्रक

- निविदा प्रसिध्दीचा दिनांक व वेळ :- दि. २२/०९/२०२५ सकाळी ११.०० वा.
- निविदा दस्तऐवज विक्री प्रारंभ व समाप्त दिनांक व वेळ :- दि. २२/०९/२०२५ सकाळी ११.०० वा. पासून ते दि. ३०/०९/२०२५ संध्याकाळी १८.०० पर्यंत
कार्यकारी अभियंता, यांत्रिकी अभियांत्रिकी कर्मशाळा, विभाग नागपूर यांचे कार्यालयात ऑफलाईन निविदा विक्री
- निविदा दाखल करण्याची सुरुवात व अंतिम दिनांक व वेळ :- दि. २२/०९/२०२५ सकाळी ११.०० वा. पासून ते दि. ३०/०९/२०२५ संध्याकाळी १८.०० पर्यंत
- निविदा तांत्रिक देकार उघडण्याचे ठिकाण, दिनांक व वेळ :- दि. ०१/१०/२०२५ रोजी सकाळी १४.०० वा. कार्यकारी अभियंता, यांत्रिकी अभियांत्रिकी कर्मशाळा, विभाग नागपूर यांचे कार्यालयात ऑनलाईन उघडण्यात येतील. (शक्य झाल्यास)

नियम व अटी -

- कार्यकारी अभियंता यांचे कार्यालयात नोटीस बोर्डावर सविस्तर नोटीस पहावयास मिळेल.
- संकेतस्थळावर प्रसिद्ध होणाऱ्या निविदा उघडण्याची तारीख व वेळेनुसार कंत्राटदाराने किंवा त्यांच्या अधिकृत प्रतिनिधीने उपस्थित राहावे, अन्यथा निविदा उघडल्यानंतर कोणतीही तक्रार स्विकारली जाणार नाही.
- खालिल ठिकाणी निविदे बाबत सर्व माहिती उपलब्ध आहे.

१) संकेतस्थळ www.mahayantriki.gov.in

(सदर निविदासुचने मध्ये काही बदल होत असल्यास वरील वेबसाईट वर कळविण्यात येईल.)

(वि.रा. प्रधान)
कार्यकारी अभियंता,
यांत्रिकी अभियांत्रिकी कर्मशाळा
विभाग, नागपूर

SECTION - 2

GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT

Original Agreement No.: B-1/

Name of work :- Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

Name of Contractor :

Number & Date of Work Order :

Amount put to Tender :

Percentage quotes :

Amount of Contract :

Date of Commencement :

Time stipulated for completion of work : **3 Months** (From Issue of Work Order)

Date of completion as per Agreement :

Actual Date of completion :

Reference to Sanction of Tender. :

Certified that this original Agreement contains page 1 to fly leaves Nos

Contractor

No. of Corrections

Executive Engineer

Details of Work

Name of work- Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

Estimated cost of work : Rs. 809444/- (Excluding GST)

Earnest Money : Rs. 8100/-

The EMD applicable amount shall be paid via Online mode only. Duly attested shall be uploaded at the time of submission.

Total Security Deposit 2% (Two Percent)

1) Initial Security Deposit : **Rs. 8100/-**

2) Further Security Deposit to be deducted from bills. : **Rs. 8100/-**

Total Security Deposit 2% (Two Percent) : Rs. 16200/-

TENDER SCHEDULE

Cost of Blank Tender Form : **Rs. 1180/- (RCM-GST)**

1	Downloading Tender Document & Bid Preparation	
2	Closing Of Tender	
3	Re encryption	
4	Document opening and short listing	
5	Validity Period	60 days from the Date of Financial of Opening

TO BE FILLED BY THE CONTRACTOR

I / We have quoted my / our offer in percentage rate in words as well as figures. I /We further undertake to enter into contract in regular "B-1" Form of WATER RESOURCES DEPARTMENT

Name and Signature of Contractor :

Power of Attorney Holder :

With Complete Address :

SECTION - 3

1.1 Key Dates for E-Tender :-

Sr No	Particulars	DD	MM	YYYY	Hrs	Mins
1	Publishing	22	09	2025	11	00
2	Documents Sales Start	22	09	2025	11	00
3	Documents Sales End	30	09	2025	18	00
4	Bid Submission Start	22	09	2025	11	00
5	Seek Clarification Start Date	00	00	00		
6	Seek Clarification End Date	00	00	00		
7	Bid Sales End	30	09	2025	18	00
8	Bid Submission End	30	09	2025	18	00
9	Bid Opening (If Possible)	01	10	2025	14	00

2. Guidelines for Tendering Procedure

2.1 Blank Tender Forms

Tender Forms can be purchased from the Office of Executive Engineer , Mechanical Engineering work shop Division , Nagpur.in after entering the details of payment towards Tender Fees as per the Tender Schedule.

2.2 The tender submitted by the Tenderer shall be based on the clarification, additional Facility offered (if any) by the Department, and this tender shall be unconditional. Conditional Tenders shall be summarily rejected.

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

3.1 Opening of the Financial Bids:

The Contractors should remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids and Technical bid, otherwise no complaints will be accepted after opening of tender.

3.2 Joint Venture : Not Applicable

3.3 If Hindu undivided Family participated in tender, the person who is working as a head of that HUF (Karta) & any family member cannot participate as the owner / Director/ Partner of another firm in the same tender.

Note :1 . As per Government of Maharashtra, WRD Govt. circular no.Misc/0518/(51/18)/ Mech date 29.11.2018,

“ हिन्दु अविभक्त कूटुंबातील (HUF) कर्ता म्हणून कार्यरत असलेली व्यक्ती व तीच व्यक्ती संचालक / मालक / भागीदार म्हणून असलेली फर्म यांना एकाच वेळी सहभागी होता येणार नाही .”

Contractor

No. of Corrections

Executive Engineer

4. Manner of Submission of Tender and its Accompaniments

3.1 Off LINE ENVELOPE NO. 1 (Documents to Be Submitted)

LIST OF DOCUMENTS SUBMITTED

- 4.1.1 **The EMD of Rs. 8100/-** details of offline receipt of tender fee and earnest money through payment gateway by the bidders Through **his own account and Xerox copy of passbook / bank statement should be enclosed in Envelope No.1.**
- 4.1.2 Constitution or legal status of contractor, place of registration, principal place of business or shop act license / Udhyam adhar certificate, SSI/MSME certificate, Certificate Issued by local Authority i.e. Gram Panchayat, HUF firm registration Certificate (If Any). **For HUF Firm - Formation of HUF Certificate/ Legal Deed of HUF Firm and all related required documents should enclosed in Envelope-1.**
- 4.1.3 **Attached from original Copy of Tenderer PAN CARD.**
- 4.1.4 **Attached from original Copy of original valid Goods and service tax registration certificate & Previous calendar Month/Quarterly GSTR-3B return Xerox copy of GSTR-3B should be uploaded online at the time of submitting tender.**
- 4.1.5 **Attached from original Copy of original Registered Partnership Deed, Memorandum of Articles of Association, if the tenderer is a Partnership Firm, Joint Stock Company and Power of Attorney and Firm Registration Certificate if Applicable.**
- 4.1.6 **Attached from original Copy of list of works in hand and works tendered for as per Appendix- A along with supporting certificates like work in hand Certificate and Work Orders must be issued by an officer not below the rank of Ex. Engr. of Govt. / Semi Govt. Organization Local Authority/ PSU Only.**
- 4.1.9 **Attached from original Copy of Details of work of similar type and magnitude carried out by the contractor as per Appendix - B along with supporting certificates Issued by officer not below the rank of Ex. Engr. of Govt. / Semi Govt. Organization Only.**
For similar type of work mentioned in this tender, work sublet by contractor will not be considered.
- 4.1.10 **Attached from original affidavit as per Appendix-C and/or details plant and machinery immediately available with the tenderer for this work along with proof of ownership (i.e. Tax Invoice) should be enlisted and attached. Also it is mandatory to submit latest affidavit to tendering authority for availability of all required machineries at work site whenever required. Latest affidavit should be sworn before notary and hard copy of original latest affidavit must be submitted before work order to tendering authority. Work Contractor should submit Affidavit on Rs.500/- stamp paper for the same as mentioned in the Appendix-E.**

4.1.11 **Attached from original affidavit as per Appendix- D and List of details of technical**

Contractor

No. of Corrections

Executive Engineer

personal available with tenderer. Also it is mandatory to submit latest affidavit to tendering authority for availability of all required technical personals at work site whenever required. **Latest affidavit should be sworn before Notary and hard copy of original latest Affidavit must be submitted before work order to tendering authority. Work Contractor should submit Affidavit on Rs.500/- stamp paper for the same as mentioned in the Appendix-F.**

4.1.12 Declaration of Contractor on letter head as per **Performa- A**

4.1.13 **Attached from original Copy of Work done / Work Experience certificate of similar type of work issued by officer not below rank of Executive Engineer of Govt. / Semi Govt. Organization Only with Xerox copy of work order should be attached.**

4.1.14 **Attached from original Copy of Annual Turnover certificate of last five financial years duly issued by Chartered Accountant (With UDIN No.) with**

4.1.15 **Affidavit on Rs.500 stamp paper** in prescribed form given in **Performa- B** sworn before Executive Magistrate / Notary (As per Maharashtra Government Stamp Act- Changes by Ordinance Dated- 14/10/2024) as per Proforma- B and hard copy of original Affidavit should be submitted before work order regarding truthfulness of documents / information in envelope no. 1. Original Affidavit should be submitted to tendering authority before opening of Envelope No.2.

4.1.16 **Post Qualification criteria for eligibility:**

To Qualify the contract each Tenderer should satisfy following criteria as per Maharashtra Government, Water Resources Department Govt. ~~Resolution No. misc./1217/(case no.114 /17)/ mechanical Dated. 05.07.2018~~

POST QUALIFICATION CRITERIA

Shall be as below

Sr. No.	Details Of Qualification Criteria	Minimum Requirement for This Work			
A.	Average Annual Financial Turn Over During last five years.	The Average annual turnover of contractor in last five years shall be minimum 75 % of cost put to tender i.e. Rs. 607083/- The turnover shall be calculated as below considering 10% rise every year.			
		Sr. No	Year	Cost of Work Executed	Derived Annual turnover at current level price
		1	2020-21	E	1.46E
		2	2021-22	D	1.33D
		3	2022-23	C	1.21C
		4	2023-24	B	1.1B
		5	2024-25	A	1.00A

Contractor

No. of Corrections

Executive Engineer

D.	Bid Capacity of Bidder / Contractor	<p>Bid Capacity = (A X N X 2) -B Where</p> <p>A= Maximum Value of Annual Turn Over During Last Five Years (Updated To Current Price Level)</p> <p>B= Value of Existing Commitments & Ongoing Works to be Completed During The Period of Completion of Tender Work</p> <p>N= Number of Years Presented for Completion of The Work for Which Bids are Invited.</p> <p>Rs 8,09,444/- or above</p>
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Note:

1. All Documents should be Attached in sequence mentioned in 4.1
2. If the above all document are not Attached in proper manner or Attached document are not as per minimum eligibility criteria or found misleading bid will be rejected.
3. Formation of HUF Certificate/ Legal Deed of HUF Firm is required in case of Participation of HUF firm and all related documents should be enclosed Envelope-1. Also it should be mandatory to provide documents to tender authority if any query arise/ short fall of documents regarding HUF Firm.
4. The bidder should submit the necessary **work done certificate, work in hand certificate signed by the officer not below the rank of Executive Engineer.**
5. Financial turnover and cost of competent works of previous year shall be given linear weightage of 10 % per year on rupee value to bring them at current price level.
- ~~6. All above document should be attested by competent Authority except those documents, which are required to submit.~~
7. Above documents from Sr. No. 4.1.1 To 4.1.18 in Envelope no.1 should be uploaded mandatorily failing to which bid will be disqualified and price bid will not be opened.
8. Even though the bidders meet the above qualifying criteria, they are subjected to be disqualified if they have:
 - a. Made misleading or false representation in the forms, statements and attachments submitted in proof of qualification requirements.
 - b. Record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion, litigation history or financial failure etc.
 - c. Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to employer.

4.2 OFF-LINE ENVELOPE NO. 2 (Financial Bid)

4.2.1 Attached blank Tender Copy (In PDF format) issued & Self signed by the Department. blank Tender copy (in PDF Format) by Sign by bidder on Each and every page of Tender Documents and Supporting Documents Attached by bidder should be Self signed. Only These Documents will be considered as valid documents.

4.2.2 Offer to be Submitted Offline.

4.2.3 The Tenderer should quote his offer in terms of percentage of estimated rates at the appropriate place of Financial Bid to be submitted only in Envelope No.2 He should not quote his offer anywhere directly or indirectly in Envelope No. 1.

4.3 SUBMISSION OF TENDER

4.3.1 Refer point 4.2.1, 4.2.2 & 4.2.3 above.

4.4 OPENING OF TENDER

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

4.4.1 Envelope No.1 (Technical Bid)

First of all Envelope No.1 Technical Bid Documents of the tender will be opened offline to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of minimum eligibility criteria of the Department, a note will be recorded accordingly by the tender opening authority and the said Tenderer Envelope No. 2 will not be considered for further action and the same will be rejected.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

4.4.2 Envelope No.2 (Financial Bid)

This envelope shall be opened offline immediately after opening of Envelope No.1, only if contents of Envelope No.1 are found as per requirement of minimum eligibility criteria 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.

4.5 EARNEST MONEY

The Contractor shall pay along with the tender the sum of Rs. **8100/- (Eight Thousand One Hundred Only)** as and by way of earnest money. The contractor may pay the said amount by forwarding alongwith the tender . Term deposit Receipt for a period of one year of any Schedule bank and duly endorsed in the name of Executive **Engineer , Mechanical Engineering workshop division Nagpur** for the said amount . The said amount of earnest money shall not carry any interest whatsoever.

4.6 SECURITY DEPOSIT

The successful Tenderer shall have to pay security deposit in shape of Fixed Deposit Receipt Pledged in favor of **Executive Engineer, Mechanical Engineering Workshop Division, Nagpur.** drawn from a Nationalized / Scheduled Banks in the enclosed form and complete the contract documents failing which his Earnest money will be forfeited to Government. Initial Security Deposit may be in FDR Form in format of tender document for full period of completion of work and it should be extendable up to expiry of valid extension if any as directed by Engineer-in charge.

All compensation or other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

There shall be no liability on the Department to pay any interest on the Security Deposited by or recovered from the Contractor.

The Security Deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provisions in Clause 1 and 20 of the contract.

The amount of additional security deposit should be submitted in the form of demand draft / Bank guarantee issued by any nationalized / scheduled bank duly pledged in the favor of **Executive Engineer, Mechanical Engineering Workshop Division ,Nagpur**

Original copy of demand draft/ bank guarantee must be submitted in the office of the **Executive Engineer, Mechanical Engineering workshop Division , Nagpur** by the L-1 Tenderer within **08 Working days** of opening of Envelope no. 2 and this condition will not be relaxed in any circumstances.

4.7 POWER OF ATTORNEY

If the Tenderer 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.

5. Terms and Condition

5.1 The offer of the Contractor shall remain valid for acceptance for a minimum

period of **60 days** from the date fixed for opening of Envelope No. 2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

- 5.2 The tender notice shall form a part of the contract agreement.
- 5.3 The Tenderer if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power attorney if any, authorizing him to conduct transaction on behalf of the Firm or Company.
- 5.4 Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/ amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
- 5.5 The Tenderer shall enter his percentage rates in words and figures “below / above”. In case there is difference between percentage written in figures and words, the lower offer will be taken as final.
- 5.6 No pages should be removed from, added in or replaced in the Tender.
- 5.7 Right is reserved to reject any or all tenders without assigning any reason thereof.
- 5.8 Tenders who do not fulfill all or any conditions or are incomplete in any respect are liable to be rejected summarily.
- 5.9 The Tenderer may, in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same of the whole of the tenders if the same become conditional tender thereby.
- 5.10 **Time limit:** The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.
- 5.11 **Tender Rate:** No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.
- 5.12 **Tender Units:** The Tenderer should particularly note the unit 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 rates written in figures and words, the correct rate will be the one, which is lower of the two.
- 5.13 **Correction:** No corrections shall be made in the tender documents. Any

Contractor

No. of Corrections

Executive Engineer

corrections that are to be made by crossing the incorrect portion and writing the correct portions above with the initials of the Tenderer.

- 5.14 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 Firm.
- 5.15 The Income Tax @ 2% 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.
- 5.16 Registration with mechanical organization of government of Maharashtra is not necessary.
- 5.17 It is mandatory to submit tender online through e-tender system only. In any circumstances hard copy of tender documents will not be accepted by tender authority.
- 5.18 It is not essential to arrange Pre-bid Conference with contractor.

6. DEFINITIONS

- 6.1 EXECUTIVE ENGINEER: Executive Engineer means in charge Executive Engineer, Mechanical Engineering workshop Division , Nagpur
- 6.2 WEBSITE: Website means official web sites for e-tendering having following web addresses <https://mahatenders.gov.in>
- 6.3 APPLICANT: Applicant means individual proprietary firm, firm in partnership, Limited Company, Corporation or group of firms forming a Joint Venture / Consortia, applying to become eligible to tender.
- 6.4 CHIEF ENGINEER: Chief Engineer shall mean Chief Engineer (Mechanical), Water Resources Department, Nashik
- 6.5 COMPETENT AUTHORITY: Competent Authority shall mean authority competent as per extant rules.
- 6.6 ENGINEER / ENGINEER-IN-CHARGE: Engineer / Engineer-in-charge shall mean the Executive Engineer, Mechanical Engineering Workshop Division Nagpur and shall also include the superior Officers of the Engineering Departments i.e. The Superintending Engineer, Mechanical Circle Nagpur, & Chief Engineer (Mechanical), Water Resources Department, Nashik.
- 6.7 ENGINEER'S REPRESENTATIVE: Engineer's representative shall mean the Deputy Engineer / Assistant Executive Engineer / Junior Engineer/ Sectional Engineer / Assistant Engineer (Grade II) who is in direct charge of the works and shall include any Mechanical Engineer of the Mechanical Organization

- 6.8 CONTRACTOR: Contractor shall mean the person, firm or company who enters into contract, with the Corporation and shall include their executors, administrators, successors and submitted assignees.
- 6.9 CONTRACT: Contract shall mean and include following documents Section - A To Section - J
Tender document and information / data submitted by contractor, Common set of Deviations
- 6.10 WORK: Work shall mean the work to be executed in accordance with contract.
- 6.11 SPECIFICATIONS: Specifications shall mean the specifications for material and works as
Specified in the contract.
- 6.12 DRAWING: Drawing shall mean prints of the maps, drawings, plans in Section - J of the contract and shall include any modifications of such drawings and any further detailed drawings as may be issued by the Engineer-in-charge from time to time.
- 6.13 DEFECT(S) LIABILITY PERIOD: Defect(s) liability period" shall mean period as defined in B-1 tender form from the date of issue of completion certificate by Engineer-in-charge. Contractor will be responsible to make good of manufacturing / construction/Erection defects within above period.
- 6.14 SINGULAR AND PLURAL: Works imparting the singular number shall also include the plural and vice versa where the context requires.
- 6.15 HEADINGS AND MARGINAL HEADINGS: The headings and the marginal headings in the contract are solely for the purpose of facilitating references and shall not be deemed to be part thereof or taken into consideration in the interpretation of construction thereof or of the contract.
- 6.16 Attendance report / History sheet / Register of the mechanical team/ office bearers / officer & Civil department officer/ office bearers attended at the time of running under water divers activity should be maintain. Concern Mechanical Engineer of Quality Control / Inspection unit should be intimate regarding his presence, at the time of underwater divers' activity

7. ABBREVIATIONS

- 1 AE2 : Assistant Engineer Grade 2
- 2 APSD : Additional Performance Security Deposit
- 3 BG : Bank Guarantee
- 4 BOQ : Bill of Quantities
- 5 CA : Chartered Accountant
- 6 CE : Chief Engineer
- 7 CSD : Common set of Deviations
- 8 CSR : Common Schedule Rates
- 9 DD : Demand Draft
- 10 DEPT : Department
- 11 DSC : Digital Signature Certificate
- 12 DSR : District Schedule Rates
- 13 ED : Executive Director

- 14 EE : Executive Engineer
- 15 EMD : Earnest Money Deposit
- 16 FDR : Fixed Deposit Receipt
- 17 GL: Ground Level
- 18 GoM : Government of Maharashtra
- 19 GPS : Global Positioning System
- 20 GR : (Maharashtra) Government resolutions
- 21 GST : Goods and Services Tax
- 22 HT : High Tension transmission line
- 23 ID : Identification card
- 24 IPC : Indian Penal Code
- 25 IS : Indian Standards
- 26 IT : Income Tax
- 27 JE : Junior Engineer
- 28 JV : Joint Venture
- 29 KF : POL component for Price variation
- 30 KL : Labour component for Price variation
- 31 KM : Material component for Price variation
- 32 KS : Steel component for Price variation
- 33 LOI : Letter of Intent
- 34 LT : Low Tension transmission line
- 35 MPW : Maharashtra Public Works (Manual)
- 36 MSEDCL : Maharashtra State Electricity Distribution Company Limited
- 37 MSETCL : Maharashtra State Electricity Transmission Company Limited
41. NEFT : National Electronic Funds Transfer
42. NIC : National Informatics Centre
43. O&M : Operation and Maintenance
44. PAN : Permanent Account Number
45. PSD : Performance Security Deposit
46. PSU : Public Sector Undertaking
- 47 .PWD : Public works Department
48. RPAD : Registered Post with Acknowledge Due
49. RTGS : Real Time Gross Settlement
50. SD : Security Deposit
51. SE : Superintending Engineer
52. SSR : State Schedule Rates
53. TDS :Tax Deducted at Source
54. WEBSITE : <https://mahatenders.gov.in>
55. WRD : Water Resources Department

SECTION - 4

Appendix 'A'**Details of Work Tendered for and work in hand as on the date of Submission of this Tender.****Name of the Tenderer:-**

Sr. No	Name of Work	Place of Country	Work in Hand		Anticipated Date of Completion	Work Tendered For			Remark
			Tendered Cost	Cost of Remaining Work		Estimated Cost	Date when Decision Is Expected	Stipulated Date of Period of Completion	
1.	2	3	4.	5.	6.	7.	8.	9.	10.

Contractor**No. of Corrections****Executive Engineer**

Appendix 'B'

Details of works of similar type and magnitude carried out by the Contractor

Name of the Tenderer

Sr. NO	Name of Work	Cost of Work	Date of Starting	Stipulated Date of Completion	Actual Date of Completion	Remarks
1	2.	3.	4	6.	7.	8

Contractor

No. of Corrections

Executive Engineer

Appendix 'C'**Details of Plant and Machinery Immediately Available with the Tenderer for this Work.****Name of the Tenderer:-**

Sr. No	Name of Work	No of Units	Kind & Make	Capacity	Age and Condition	Present Location	Remarks
1.	2	3.	4.	5.	6	7.	8.

Contractor**No. of Corrections****Executive Engineer**

Appendix 'D'**Details of Technical Personnel Available with the Contractor.**

Name of the Tenderer:-

Sr. No	Name of Work	Qualification	Whether working in Field or in Office	Experience in Execution of Similar Works	Period of which the person is working with the Tenderer	Remarks
1.	2	3.	4.	5.	6.	7

Contractor

No. of Corrections

Executive Engineer

Appendix 'E'
Plant and Machineries
Affidavit on Rs. 500 Stamp paper

TENDER NOTICE NO- 20 For 2025-26

Name of Work - Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

I ----- age-----address----- (Authorized signatory to sign the contract/Deponent) hereby submit, vide this affidavit in truth, that I am the owner/authorized signatory of the contracting firm-----I hereby agree to the conditions mentioned below about machinery required for this work

1. I solemnly affirm that the complete and accurate list of the plant and machineries available with [Name of the Bidder/Company] has been prepared and provided as per Appendix C of the tender document.
2. I commit to making the machineries as delineated in section 4.1.18(F) of the tender document available for the duration of the work in accordance with terms of the contract, whether owned, rented or under lease. Furthermore, I affirm the capacity to manage these machineries on-site or within the workshop, thereby ensuring the successful execution of the specified work
3. In the event of additional machinery or equipment is necessary during the course of work, I agree to promptly provide and make them available to fulfill the contractual requirement.
4. I acknowledge the importance of ensuring that machinery and equipment meet applicable laws, regulations and industry stranded for the quality and safety.
5. I am aware that any false statement or misrepresentation may result in legal consequents.

I further declare that the contents of this affidavit are true and correct to the best of my knowledge and belief, and no part of it is false, nor have I concealed any material fact.

Signature of the Deponent

(Seal of the Company)

Name of the Deponent **and** Designation

VERIFICATION

I, the above-named deponent, do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge and belief. Nothing stated herein is false, and nothing material has been Concealed.

Verified at [Place] on this [Day] day of [Month, Year].

DEPONENT

(Signature of the Deponent)

[NOTARY CERTIFICATION]

(Signature and Seal of the Notary)

Appendix 'F'
Technical Personal Available
Affidavit on Rs. 500 Stamp paper

TENDER NOTICE NO- 20 For 2025-26

Name of Work - Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

I ----- age-----address----- (Authorized signatory to sign the contract/Deponent) hereby submit, vide this affidavit in truth, that I am the owner/authorized signatory of the contracting firm-----I hereby agree to the conditions mentioned below about Technical personnel required for this work

1. I solemnly affirm that the complete and accurate list of all technical personnel available with [Name of the Bidder/Company] has been prepared and provided as per Appendix D of the tender document.
2. That all the technical personnel required for the execution of the aforesaid work, possessing the desired skill sets, will be made available at the worksite as and when required.
3. That [Name of the Bidder/Company] undertakes to comply with all relevant industry norms, rules, and regulations, including applicable labor laws, during the execution of the work.
4. That this affidavit is being submitted to the tendering authority in compliance with the requirements of the tender document and forms an integral part of our bid submission.

I further declare that the contents of this affidavit are true and correct to the best of my knowledge and belief, and no part of it is false, nor have I concealed any material fact.

Signature of the Deponent

(Seal of the Company)

Name of the Deponent **and** Designation

VERIFICATION

I, the above-named deponent, do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge and belief. Nothing stated herein is false, and nothing material has been concealed.

Verified at [Place] on this [Day] day of [Month, Year].

DEPONENT

(Signature of the Deponent)

[NOTARY CERTIFICATION]

(Signature and Seal of the Notary)

PROFORMA - A**“DECLARATION OF THE CONTRACTOR”**

Name of Work: - Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

I/We hereby declare that I/We have made myself / ourselves thoroughly conversant with The Focal conditions regarding all materials and labor on which I / We have based my our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials\ Approved by Executive Engineer or his duly authorized assistant during execution of the work and to abide by the decisions. I am Liable for action under Indian Penal Code if any paper is found false/ fraudulent during contract period and even after the completion of contract (finalization of final bill)

I / We declare that all the terms and conditions mentioned in the tender are acceptable to me.

Sign of the contractor,
With Name & Seal

PROFORMA - B**Affidavit (on Rs.500/- Stamp Paper)****(Before Executive Magistrate / Notary)****TENDER NOTICE NO- 20 For 2025-26**

Name Of Work :- Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

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

(Signature of contractor)
(Seal of company)

परिशिष्ट -ब

नमुना सत्यप्रतिज्ञापत्र (रु.५०० च्या स्टॅप पेपरवर)

सत्यप्रतिज्ञापत्र (Affidavit)

कामाचे नाव : भंडारा पूर संरक्षण अंतर्गत सा. क्र.२३७० मी. वरील १५ टन क्षमतेचा ईओटी क्रेन करीता व विहीरी करीता आवश्यक अतिरिक्त घटकभाग निर्मिती व उभारणी कामे.

मी _____ वय _____ वर्षे राहणार _____ या सत्यप्रतिज्ञापत्रा द्वारे 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.

१. जर मी लिफाफा क्र.१ मध्ये चुकीची माहिती अथवा खोटी कागदपत्रे सादर केलेली आढळल्यास, मी भारतीय दंडसंहिता व माहिती तंत्रज्ञान कायदा २००० अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
२. जर कंत्राट कालावधी दरम्यान, मी, माझ्या कार्यालयाने किंवा माझ्या कर्मचा-यांनी कोणतीही खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यवहारात खोटी / बनावट साहित्य खरेदीची कागदपत्रे सादर केली असल्यास, मी भारतीय दंडसंहिता व माहिती तंत्रज्ञान कायदा २००० अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
३. जर कंत्राट कालावधी दरम्यान आणि काम समाप्ती नंतर, अंतिम देयक देण्याच्या तारखेपर्यंत सादर केलेली कोणतीही कागदपत्रे खोटी / बनावट किंवा फसवी आढळल्यास, मी भारतीय दंडसंहिता व माहिती तंत्रज्ञान कायदा २००० अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
४. जर मी निविदा अहर्तेवर परिणाम होईल अशी माहिती दडवलेली आढळल्यास, मी भारतीय दंडसंहिता व माहिती तंत्रज्ञान कायदा २००० अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

कंत्राटदार/अधिकृत प्रतिनिधीची सही
शिक्का

(On Stamp Paper Worth Rs.100/-)
MODEL FORM OF BANK GAURENTEE BOND

In consideration of the Government of Maharashtra (herewith referred to as "The Government") having agreed to exempt _____ (hereafter referred to as "The Contractor") from depositing with the Government in cash the sum of Rs. _____ (Rupees _____ Only) being the amount of security deposit payable by the Contractor to the Government under the Terms and Conditions of the agreement dated the _____ day of _____ and made between the Government of the one part and the Contractor of the other part (hereinafter referred to as the said agreement) for _____ as security for observance and performed by the Contractor of the Terms and Conditions of the said agreement on the Contractor furnishing to the Government a guarantee in the prescribed form of a schedule bank in India being in fact these presents in the like sum of Rs. _____ (Rupees _____ Only). We _____ BANK / LIMITED registered in India under _____ Act. and having one of our local Head Office at _____ do hereby.

1. Guarantee to the Government.

- a) Due performance and observance by the Contractor of the Terms, covenants and Conditions on the part of the Contractor in the said agreement and.
 - b) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, cost charges, penalties and expenses payable to the Government by the Contractor under or in respect to the said agreement.
2. Undertake to pay to the Government on demand and without demur and not withstanding any dispute or dispute raised by the Contractor(s) in any suit proceeding field in any court or tribunal relating thereto the said sum of Rs. _____ (Rs. _____ Only) or such less sum may be demanded by the Government from us our liability here under being absolute and unequivocal and agreed that.
3. a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said agreement and that the same will continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the Terms and conditions of the said agreement have been fully, properly carried out by the Contractor.
- I) any change in the Constitution of the bank or the Contractor or,
 - II) any agreement entered into between the Government and the Contractor with or without our consent
 - III) any forbearance or indulgence shown to the Contractor.
 - IV) any variation in the Terms covenants or Conditions contained in the said agreement. V) any time given to the Contractor or,
 - VI) any other Conditions or Circumstances under which, in law, a security would be discharged
- e) Our liability herein under shall be joint and several with that of the Contractor as if we were principal debtors in respect of the said sum Rs. _____ (Rs. _____ only) and
- d) We shall not revoke this guarantee during it's currency expect with the previous consent in writing of the Government

IN WITNESS WHEREOF the common seal of _____ has been hereunder affixed this _____ day of _____. The common seal of _____ was pursuant to the resolution of the Board of Directors of the Company dated the _____ day of _____ herein affixed in the presence of _____ who, in token thereof have hereto set their respective hands in presence of.

1. _____
2. _____

SECTION - 5

GENERAL CONDITIONS

8.1 DEFINATION OF TERMS:

In constructing these general conditions and annexed specification, the following words shall have the meaning herein assigned to them unless there is something in the subject or context inconsistent with such construction.

The "Purchaser" shall mean the Governor of Maharashtra and shall include his successors & assignees.

The "Contractor" shall mean the Tenderer whose tender shall be accepted by the purchaser and shall include the tender's legal personal representatives, successors and permitted as- signees.

The "Sub-Contractor" shall mean the person named in the contract for any part of the work of any person to whom any part of the contract has been subject with the consent in writing of the Engineer and the legal representatives, successors and permitted assignees of such persons.

The "Engineer" or "Engineer-in charge" shall mean **The Executive Engineer, Mechanical Engineering workshop division Nagpur** or duly authorized representative.

"Plant" shall mean and include any machine, fixed or movable to be used for storing of Mechanical and Electrical spare parts of Earth moving equipment's Trucks spare parts and so on.

"Work or Works" shall mean the whole of the plant and materials to be provided and work to be provided and work to be done executed or carried out the contractor under the contract.

The "Contract" shall mean the agreement to be entered in to under clause of these General conditions and shall also include all the documents by which any agreement by the contractor to provide to execute or carry out the plant work of works shall be constituted or in or any of them are contained or set forth specially including these general conditions any special conditions attached to or issued with these conditions the specifications, drawings the invitation of tenders (if any) or any other letter of notice or document upon or with reference to which the tender is made the tenderer the acceptance thereof and the "schedule of price (if any) furnished by the contractor with his Tender.

"The specification "shall mean the specification annexed to these general conditions and the scheduled there to (if any)

"The Site" shall mean the whole of the premises buildings and ground in or upon which the plant work or work is are to be provided/executed, erected done or carried out.

"Commercial Use" shall mean that the use of work which the contract contemplates or of which it is to be commercially capable.

"Month" shall mean calendar month.

Words importing persons shall include firms, companies and corporations and vice versa where the content requires. Words importing the singular only shall also include the plural and vice versa where the context requires.

8.2 CONTRACTOR TO INFORM HIMSELF FULLY:

The contractor shall be deemed to have carefully, examined the invitation for tenders (if any) the General and any special conditions (if any).

~~Detailed drawings shall be held to be more correct and binding than general drawings, and in like manner drawings to a larger scale or for special instructions shall be held to be more correct and bindings than drawings made to a smaller scale or for general instructions and figures dimensions shall be held to be more correct than dimensions by scale, but subject nevertheless in case of doubt or dispute as to any of the matter aforesaid to the determination and decision of the Engineer as hereinafter is more particularly mentioned and provided always that nothing herein contained shall limit the powers of the Engineer, hereinafter mentioned.~~

8.3 PATENT RIGHTS ETC:

The contractor shall fully indemnify the purchaser against all actions, suites, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringements for any letters, patent designs, trade mark or name copy right or other protected rights in respect of any machine, plant, work material thing or system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but this indemnity shall not extend or apply to any action, suit claim demand, cost, charges or expenses arising from or incurred by reason of the use of the works or any part there of otherwise than in the manner of for a purpose contemplated by the contract. All royalties and other similar payments which may have to be paid for the use of any such machine, plant, work, materials, things, system or method as aforesaid (whether payable in one sum or by installments or otherwise) shall be covered by the contract price and payable by the contractor.

In the event of any claim or demand being made or action or suit brought against the Government in respect of any such matter or matters as aforesaid the Contractor shall be duly notified thereof, and he shall conduct all negotiations for the settlement such claims or demand and such action of suit shall also be conducted by him subject if and so far as the purchaser shall think proper to the supervision and control of the purchaser through the officer duly authorized in this behalf.

8.4 WORKMANSHIP:

Contractor should provide skilled Electrician, Mechanic, Fitter & Helper. Behavior of Electrician, Mechanic, Fitter & Helpers should be polite and he must not consume alcohol during duty period.

8.5 PACKING: (Not Applicable)

~~The contractor shall at his own cost provide for securely protecting and packing the material so as to avoid damage in transit under proper conditions and he shall be responsible for all loss or damage caused or occasioned by any defect in packing.~~

~~All bright parts shall be thoroughly protected from rust during transit. The purchaser will take no responsibility for any damage done to the plant en route to the " Site of Work " or " Place of Delivery " whichever may be specified.~~

8.6 DELIVERY:

The contractor shall include in the total of his tender the cost of delivering the All of the Labor at Place mentioned in work order.

Contractor**No. of Corrections****Executive Engineer**

8.7 NEGLIGENCE:

If the contractor shall neglect to execute the work with due diligence and expedient or shall refuse or neglect to comply with any reasonable order given to him in writing by the Engineer, in connection with work or shall contravene the provisions of the contract the purchaser may give seven days' notice in writing to the contractor to make good the failure neglect or contravention. Should the contractor fail to employ with the notice within a reasonable time from the date of service thereof in the case of a failure neglect or contravention capable of being made good within time or otherwise within such time as may be reasonably necessary for making it good, then and in such case the purchaser shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected to do or if the purchaser shall think fit, it shall be lawful for him to make the work wholly or in part out of the contractor's hands and reconstruct at a reasonable price with any other person or persons provide any other materials, tools, tackle and labour for the purpose of completing the work of any part thereof and in that event the purchaser, shall without being responsible to the contractor for fair wear and tear of the same have the free use of all materials, tools, tackle, construction plant or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same & the purchaser shall be entitled to retain and apply any balance which may be otherwise due on the contractor by him to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

If the cost of the executing work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said materials, tools, tackle contractor may be sold by the purchaser and the cost existing after crediting sales the proceeds shall be paid by the contractor on the certificate of the Engineer, but when all expenses, cost and charges incurred in the completion of the work are paid by the contractor the contractor shall be at liberty to remove all such materials, tools, tackle construction plant or other things remaining unsold and the same shall be removed by the contractor forthwith.

8.8 DEATH BANKRUPTCY ETC:'

If the contractor shall die or become insolvent or bankrupt or have a receiving order made against him business under or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commit an act of insolvency or bankruptcy, or being a corporation pass a resolution or be ordered to be wound up or have a receiver of its business appointed the purchaser shall be entitled forthwith by notice in writing to the contractor or his legal representatives to determine the contractor or his legal representatives in writing to the contractor or his legal representatives to determine the contract and the purchaser may in the event complete with contract and in such time and manner and by such persons as he shall think fit and may exercise the same powers and provisions contained in the last preceding clause.

Contractor**No. of Corrections****Executive Engineer**

8.9 INSPECTION AND TESTING (Applicable)

The Engineer and his duly authorized representative shall have at all times access to the Contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the plant during its manufacture or erection there and if the plant is being manufactured or recited and other premises or work, the contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect as if the plant or materials were manufactured or erected on contractor's premises or works. The Engineer shall on giving seven days' notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work be at liberty to reject all or any materials, plant or workmanship, the subject of any of the said grounds of objection which in his opinion are not in accordance with the contract or are in this opinion defective for any reasons whatsoever unless specifically provided otherwise all tests shall be made at the contractor's works before shipment.

The contractor shall give the Engineer notice of any material being ready for testing and the Engineer or his said representative shall on giving twenty four hours previous notice in writing to the contractor, attend at the contractor's premises or works within seven days of the date on which the material is notified as being ready, failing which the contractor may proceed with the test, which shall be deemed to have been made in the Engineer's presence and he shall forth- with forward the Engineer, duly certified copies of the tests in duplicate.

8.9 A) TEST AT CONTRACTOR'S: (Applicable)

In all cases where the Contract provides for test whether at the premises or works of the Contractor or of any subcontract, the contractor except where otherwise specified, shall pro- vide free of charge such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded to carryout efficiently such tests of the plant, in accordance with the contract and shall give facilities to the Engineer or to his authorized representatives to accomplish such testing.

If special tests other than those specified in the contract are required they shall be paid for by the Purchaser as "Variations" under clause 12.

When the tests have been satisfactorily completed at the Contractor's or Sub-Contractor's premises or works the Engineer shall issue a certificate to that effect and no plant shall be shipped before such certificates have been issued. The satisfactory completion of these tests or the issue of this certificate shall not bind Purchaser to accept the plant so passed for shipment, should it on further tests after erection be found not to comply with the specifications.

8.9 B) TEST ON SITE COMPLETION: (Applicable) -

'Test on site completion 'shall mean such test as are prescribed by the specification, to be made by the contractor before the material is taken over by the Engineer - In - Charge

8.10 Providing Services of Heavy Duty Operator / Driver

Welder / Helper/Fitter/Mechanic/Driver must be provided as and when required by Deputy Engineer Mechanical as per work requirement.

8.11 ENGINEER'S SUPERVISION:

All the works shall be carried out under the direction and the reasonable satisfaction of the Engineer in charge i.e. **The Executive Engineer, Mechanical Engineering workshop Division , Nagpur or his Authorized person.** If supervision of erection or complete erection be included the contractor shall be reason-able for the correctness of the positions. Levels and dimensions of the works according to the drawings not withstanding that he may have been assisted by the Engineer, in setting out the same.

8.12 ENGINEER'S DECISION:

In respect of all matters which are left to the decision of the Engineer, including the granting or with holding of certificate, the Engineer, shall if required so to do by the contractor, given in writing a decision there for and his reasons for such decision.

8.13 LIABILITY FOR ACCIDENTS AND DAMAGES:

In the case of "Any type of Accident, the contractor shall be entirely responsible, for all loss & damage of the material, Machine, Vehicle, human life.

8.14 REPLACEMENT OF ELECTRICIAN, FITTER, HELPERS:

If service of any Electrician, Fitter, Helpers not found satisfactory to the Officer -In-charge, the contractors will have to replace the Electrician, Fitter, Helpers. If during the progress of the Engineer-in-charge shall decide and notify in writing to the contractor tor that the contractor has executed any unsound or imperfect work, of has supplied materials inferior in quantity or quantity to those specified, the contractor on receiving details of such defects or deficiency shall at his own expenses, within 15 days of his receiving the notice or otherwise within such time as may be reasonable necessary for making it good, proceed to alter, reconstruct or remove such work or supply fresh material up to the standard of the specification and in case the contractor shall fail so to do the purchaser may on giving the contractor seven days, notice in writing of his intension so to do proceed, to remove the work or materials complained of and at the cost of the contractor perform all such work or supply all such materials provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies. No payment which may have been made on account of the plant or materials delivered or work executed shall be looked upon a acceptance of such or any plant material or work.

8.15 DEDUCTIONS FROM CONTRACT PRICE:

The amount of all cost, damages or expenses of other sums which under the contract shall be payable by the contractor's to the purchaser may be deducted by the purchaser from any money due or be carrying due by him to the contractor under the contract, without prejudice to the purchaser's right to remove the same by the ordinary process of law.

8.16 TERMS OF PAYMENTS:

~~Payment will be made on According to Attendance (Days of Work Done) of Operator /Helper / Driver / Watchman after confirming monthly salaries to Operator /Helper / Driver / Watchman are paid in Aadhar linked bank account. Contractor is required to maintain attendance sheet. Government levies will be recovered from the bills. No interest will be paid for delayed payment.~~

Payment will be made on according to completion of work and measurements attendance recorded by the Engineer in charge & Authorized sub ordinates. Govt. levies will be recovered from the bills No deviation from the above terms will be accepted Govt. will not incur any liability to pay interest on bills the payment of which is delayed for any reasons whatsoever.

NOTE :- TDS for GST will be deducted as per prevailing Rate declared by the Government of Maharashtra from time to time.

8.17 EXTENSION OF TIME:

If the contractor shall desire an extension of time for completion of work on the ground of his having unavoidable hindrance in its execution or on any ground, he shall apply in writing to the Executive Engineer before the expiry of the period stipulated in the tender or before the expiration of 30 days the date on which he was hindered aforesaid on the case for asking for extension grant such extension as he thinks necessary or proper. If there is any dispute then The decision of the Superintending Engineer in shall be final.

- a) In case of delay in handling for the work due to unforeseen causes the shall not be entitled for any compensation whatsoever from Govt. On the ground that the machinery or labour was for certain period remain idle. Contractor may however apply for extension of time limit which may be granted on the merit of the same. The contractor will not have any claim in case of, delay by the Department of removal of tress or shifting arising, removing of telegraph telephone or electrical lines (over head or underground) or other structure if any which may come in the way of work. However suitable extension can be granted to cover such delay.
- b) Engineer-in-charge empowered if he feels that the contractor is not at a fault for the completion of work otherwise he doubts about the slackness of the contractor in execution of work. The matter will be referred to the Superintending Engineer. The Superintending Engineer's decision in this matter will be final.

8.18 INSURANCE

Contractor shall take out necessary Insurance Policy / Policies so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA First Floor, Opp Kalanagar, Bandra, (East), Mumbai 400 051" Similarly, all women's 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 has affected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the contractor for the executed contract work, also the amount of insurance as provisioned in schedule B will not be released. Though the accepted value of tender is with the provision of insurance up to 1% of the tender cost, amount to be released shall be limited to the value of insurance policy taken by the contractor. (Maximum Up to 1% of the accepted Tender cost)

8.19 SUSPENSION OF WORKS

The purchaser shall pay to the contractor all reasonable expenses, including those provided for in clause 3.15 arising from suspension of the work by order in writing of the purchaser or the Engineer unless such suspension be due to some default or the contractor or subcontractor. The purchaser shall have the right to inform the contractor not to ship any part of the equipment execute any job if it is likely to cause any delay in its transport to site due to Monsoons and the Contractor shall withhold shipment of such parts without any extra charge for storage to the purchaser.

8.20 PENALTY FOR DAMAGE AND DELAY IN COMPLETION

If the contractor fails in the due performance of his contract within the time fixed by the contractor by any extension thereof, and the purchaser shall have suffered any loss from the delay occasioned by such failure, the Contractor is liable at the discretion of the Engineer to a penalty up to 10 percent of the Contract price per month reckoned on the Contract value of so much of the plant (Including the portion already supplied) as can not in, consequence of the delay be used commercially and efficiently during such month between the appointed or extended time as the case may be and the actual time of acceptance under clause 3.22 and such penalty shall be in full satisfaction of the Contractor's liability for delay, but shall not in any case exceed 25 percent of the Contract value of such portion of the plant, which remains undelivered.

8.21 TEST ON COMPLETION

- a) Material will be inspected by the consignee or other representative authorized by the Executive Engineer, prior to final commissioning.
- b) Test certificates required should be made available promptly for inspection or approval.
- c) No inspection charges will be paid extra on any account.

8.22 TAKING OVER

- a) Full Work to be completed within **3 Months** time or availability of site as detailed in schedule 'B' or earlier if possible.
- b) Where inspection of jobs is required to be done the period of inspection and approval of same will no effect in any way the delivery period mentioned in the accepted tender.
- c) The date of delivery is the date on which acceptable job have been accepted.
- d) If the material is sent to the consignee by Pvt. vehicles by the contractor he should insure that vehicles are reached to the consignees on any working day (except Sunday and Government Holidays) from 8.30 hrs. to 11.30 hrs. only. Neither the con signee nor the Dept. will be responsible for any loss to the supplier, due to detention of vehicles after the working hrs. if vehicles do not reach within intimated limit specified above.
- e) No Govt. vehicle or vehicles will be sent at the tenderer's shop or go down for taking delivery of the job ordered. The Tenderer will have to deliver the job at the place specified.
- f) Job materials should be consigned to the consignee and dispatched freight duly paid at contractor's risk.
- g) If found not confirm to the specification and of the other requirements or if it is found to be inferior or in damaged condition it will be rejected by the consignee Executive Engineer or his authorized representative and the rejected job will have to be removed at Tenderer risk, and at the cost within 7 days or as ordered by the consignee Ex. Engg. Or his representative without any claims on the Dept. Otherwise ground rent will be recovered from the Tenderer as will be decided by the consignee. Executive Engineers decision regarding quantity of material shall be final and binding upon the Tenderer.
- h) In the event it the materials are not supplied commissioned within the stipulated period of delivery. Such job will not be accepted by the consignee Ex. Engg. unless otherwise proper extension of time limit is granted by the consignee Ex. Engg. Such extension of the time limit cases shall be decided by the reports received from the Tenderer at least one week before the delivery period expires. In such circumstances the Tenderer should apply stating specific reasons for such delay granting extensions time limit to consignee Ex. Engg. Grant of such extension by no mean will prejudice the right of the consignee Ex. Engg. to charge for liquidated damages as detailed under clause No. 2.

8.23 GUARANTEE & GUARANTEE PERIOD

The Contractor/Seller hereby declares that the goods/stores/articles/mechanism sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the schedule here of and contractor/seller hereby guarantees that the said goods/stores/articles/mechanism would continue to confirm to the description & quality aforesaid for a period 360 days from the date of delivery of the said goods/stores/articles to purchaser and that notwithstanding the fact that the purchaser (inspector) may have inspected and / or approved the said good/store/articles. If during the aforesaid period of 360 days the said good/store/articles/mechanism be discovered not be confirm to the description and quality aforesaid or have deteriorated (and decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said good/store/articles/mechanism or such portion thereof as may be discovered not to confirm to the said description & quality. On such rejection the good/store/articles/mechanism will be at the contractors risk and all the provision herein contained relating of rejection of goods etc. shall apply. The contractor shall if so called upon to do replace the goods etc. or such portion thereof as is rejected by the purchaser otherwise the Tenderer shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contain shall prejudice any other right of the purchaser in that behalf under this contract or otherwise. Security Deposit will be released only after expiry of warranty period.

8.24 PRICES/RATES

Prices/Rates mentioned in schedule B are excluding of all taxes & duties excluding Goods and Service Tax.

8.25 CONSTRUCTION OF CONTRACTS

The Contract shall in all respect the and operated as a contract as defined in the Indian Contract Act, 1972 and all payment there under be made in rupees unless otherwise specified.

8.26 INCOME TAX

Income Tax is to be deducted from the Sums to paid to the contractor for the works carried out at two percent of the gross amount from each bill or as amended from time to time.

8.27 STANDARD PACKING SPECIFICATIONS (Not Applicable)

~~The material should be security packed as per standard practice and should be acceptable to Transport Authority. Packing notes should be furnished to the consignee in respect of every consignment.~~

8.28 TESTS ON SITE COMPLETION

Test on Completion "shall mean such tests as are prescribed by the specification, to be made by the Contractor" before the material is talking over by the purchaser.

8.29 SUBMITTING OF CONTRACT

The Contractor shall not, without the consent in writing of the Engineer of Purchaser, assign or submit his contract or any substantial part thereof, other than for raw materials for minor details or for any part of the work of which the manufacturers are named in the Contract provided however that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

8.30 METHOD OF PAYMENT TO WORKERS EMPLOYED BY CONTRACTOR

Contractor shall make payments of salaries and wages to all employees and Laboures through bank account linked to Unique Identification Number (AADHAR CARD) and shall submit a certificate accordingly to the Engineer-in-charge. The certificate shall be submitted by the contractor within 60 days from the commencement of the contract. If the time period of the contract is less than 60 days, in such case The certificate shall be submitted by the contractor within 15 days from the commencement of the contract.

(शासन निर्णय क्र. संकीर्ण २०१६/(प्र.क्र. ८३९/२०१६/मोप्र-१ दिनांक ०४/०२/२०१७)

- 8.31 It is compulsory that maintenance crew should have same work experience.
- 8.32 Life insurance of electrician, mechanic, fitter & Helper should be drawn by service provider Organization.
- 8.33 If during operation of electrician, mechanic, fitter & Helper get bodily injury or Death its compensation should be given by service provider organization.
- 8.34 If during maintenance of gate due to accident machine/vehicle get own damage or damage to third party property it's compensation should be given by service provider Organization.
- 8.35 If during maintenance of gate due to accident gates get own Damage or damage third party property it's compensation should be given by service provider organization.
- 8.36 Heavy Duty Operator / Driver will not be given any transport or living allowances.
- 8.37 It Hard copy of tender will not be accepted in any circumstances.
- 8.38 The contractor or the firms tendering for the work shall inform the Department it they appoints their authorized agent on the work.
- 8.39 No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the contractor.
- 8.40 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 work under execution with them.
- 8.41 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 firm.
- 8.42 The Income Tax @ 2.00 % 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 advances.
- 8.43 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act

9.00 VALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of **60 days** from the Date of opening of Envelop 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.

- 10.00** The Contractor will have to sign the hard copy of the tender papers and the drawings according to which the work is to be carried out. The contractor shall also have to given a declaration to the effect that, he has fully studied the plans, specifications, local conditions and availability of labour and material and that he has quoted his rates with consideration to all these factors.

11. Minimum Eligibility Criteria to Qualify

Registration with Mechanical Organization of Government of Maharashtra is not necessary.

- 12.FINAL DECISION MAKING AUTHORITY :** The Competent Authority of Water Resources Department, reserves right to accept or reject any or all the applications for this Tender without assigning any reasons thereof and his decision will be final.
- 13. GOODS AND SERVICE TAX :** The rates to be quoted by the bidder must be exclusive of Goods & Service Tax. Goods & Service tax shall be paid at the time of payment of R A Bills on production of tax invoice (Under GST Act) & GST Paid Challan.
- 14. CONDITIONAL TENDER :** Conditional tenders will be summarily rejected. The tenders which do not fulfil any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the bidders as mentioned in the B-1 form or in complete in any respect are likely to be rejected without assigning reasons thereof.
- 15. VALIDITY FOR 60 DAYS :** The offer shall remain valid for a period of 60 (Sixty days) days from the date of the opening of financial bid. If the acceptance of the tender is not communicated within 60 days and if the offer is withdrawn by the bidder, earnest money deposit shall be refunded in full.
- 16. FORFEITURE OF E.M.D., ADDITIONAL PERFORMANCE SECURITY DEPOSIT & CANCELLATION OF LETTER OF ACCEPTANCE:** Letter of acceptance given to successful bidder shall stand cancelled & its E.M.D will be forfeited in following events and under such circumstances Tender Acceptance Authority may consider next lowest bidder, if he is found suitable.
- 1) Successful bidder fails to deposit Additional Performance Security Deposit, Initial Security Deposit within stipulated time.
 - 2) Successful bidder fails to give various undertakings & declarations given in tender document.
 - 3) Successful bidder fails to execute contract agreement in format released on website.
- 17. Stamp Duty :** The bidder shall pay on agreement cost as per provision of Maharashtra Stamp Act 2015 and Maharashtra Stamp Act - Changes by Ordinance dated 14/10/2024 as below.
- a) Where the amount or value set forth in such contract does not exceed Rs. Five Lakh, then Stamp Duty- Rs. Five Hundred only.
 - b) Where the amount or value set forth in such contract exceed Rs. Five Lakh, then Stamp Duty- Rs. Five Hundred plus 0.3% of the amount above Rs. Five Lakh subject to maximum of Rs. Twenty-Five Lakh.
- The above amount of Stamp Duty upto Rs.5000/- shall be paid by Franking and the amount above Rs.5000/- shall be paid by eSBTR.
- It is binding on the Contractor to execute The Agreement on Non-Judicial Stamp Paper Purchased or franking from authorized vendor by Him Amounting to Value Applicable to contract Cost as per extant rules.
- 18. Submission of fake documents :** During the period viz tender scrutiny acceptance, payment of bills, defect liability period after finalization of tender and finalization of work, if it is noticed that, bidder has submitted false documents, action will be taken as per guide lines issued by Govt. of Maharashtra vide PWD G.R. No CAT/ 2018/ Case No.127/ Building-2, dated 28/11/2018 (and corrigendum if any). In additional to this, the amount of earnest money deposit, Security deposit and additional performance security will be forfeited; The concerned bidder will be disqualified for three years in participation of any tender procedure in Water Resources Department.
- 19.** The tenderer has to submit the Affidavit (Proforma-6) on Rs. 500/- Stamp Paper in Envelope no.1 regarding authenticity of the documents submitted by him. Water Resources Departments officials will not be responsible and Only Contractor will be responsible if any paper found false / fraudulent in envelope no.1, during tender accepting process, while submitting the supporting documents of bill, during defect liability period or during finalization of work. In such case, Action will be taken against Contractor as per the Public Works Departments Government resolution no. CAT/2018/ case no.127, dated 28/11/2018 (and corrigendum if any), and EMD /SD /Additional Performance SD will be forfeited and contractor will be banned for 3 years from participating in departments any tender process.

Contractor

No. of Corrections

Executive Engineer

SECTION - 6

SPECIAL CONDITION OF CONTRACT

4.1 GENERAL

The purchaser reserves the right of rejecting any or all tenders and of accepting separate tenders for reason. All royalties for patents or charges for the use of infringements thereof that may be involved in construction or use of any equipment or appliances to be furnished under this specification shall be included in the tender prices. The contractor shall protect the purchaser against any and/or all claims arising on account of use, thereafter the purchaser agreeing to furnish the contractor any appropriate information or assistance.

All work included the specification shall be carried in accordance with the "general conditions of contract for plant, machinery and manufactured equipment" copy of which is attached hereto, except otherwise modified under these special conditions. However, in case of a dispute arising from the contract the decision of the engineer of the Department shall be considered as final and binding on the contractor.

Due consideration will be given to any special devices or adjustments put forward by the tenderer which are calculated, to enhance the general utility and safe and efficient operation of the plant provided same are conveyed in writing to the purchaser and approved by him. If the manufacturer feels that his standard equipment for any items would be mores it able and economical than what is specified here, he is invited to offer it as an alternative. However, complete information on the item must be furnished in the tender.

In order that the tenders may receive full consideration the whole of the information asked in the accompanying schedules and elsewhere in this specification must be supplied and by the tenderer and the tenders received with incomplete information as asked for in the specification shall be treated as incomplete and are liable for rejection. In case conditions of the contract appended with this specification are at variance with those stipulated in special conditions of the contract of this specification, the provisions as contained in the special conditions of the contract shall apply only.

4.2 LIMITS OF CONTRACT

The contractors shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms of the enclosed specification and the conditions of the contract not withstanding any approval which the representative of the Purchaser might have given of the detailed drawings and schemes given by the Contractor or by his sub-contractor or of material or other parts of the work involved in the contract of the tests carried out either by the Contractor his sub-contractor or by the representative of the purchaser.

Through the contractors scope of supply shall be normally limited to the items scheduled in the contract specifications, the scope of supply can be changed by the Engineer as per the Provision of clause No. 3.7 "Power to vary or omit work" of the general conditions of the Contract. All such items must be complete in themselves in all details whether mentioned or not. In case of any difference, the decision of the Engineer of Department will be final and binding of the contractor.

4.3 INSURANCE

The insurance for the equipment shall be affected by the contractor with the Govt. Insurance Fund on behalf of the Department covering the risks towards handling transit, storage at site, re-transporting up to place of erection, erecting & testing of the equipment at site. The contractor shall take the policy in the name of the consignee of the Department. The insurance policy then will be assigned to the contractor for further operation.

The insurance shall be full and shall cover any loss or damage in accordance with clause 3.18. Insurance of the "General Conditions" of the contract for plant, machinery and manufactured equipment and erection works. The damaged materials will be set right or replaced by the Contractor, free of cost. The claims arising out of the "composite Insurance Policy" shall be dealt with or handled by the contractor at his own cost after receipt of preliminary damage/loss intimation given to the contractor by the purchaser.

4.4 GUARANTEE

The Contractor shall guarantee among other things the following.

Mechanic, Fitter, welder, helper, electrician and helper should present on time and whenever required.

4.5 RIGHT TO OPERATE UNSATISFACTORY ARTICLES, MATERIALS AND SUPPLIES

Till the expiry of performance guarantee period of the operation or use of the articles or supplies prove to be unsatisfactory to purchaser, the purchaser shall have the right to operate and use the articles, materials and supplies until the satisfactory articles, materials and supplies can be taken out of service without affecting the running and operation of the plant for making the correction of latent defects, errors or omissions by the contractor without any extra cost.

4.6 DELIVERY AND COMPLETION TIME AND PENALTIES FOR DELAY

The delivery periods indicated under "Detailed Tender Notice" shall be strictly adhered to by the contractor. The purchaser at his option may give preference to the tenderer guaranteeing shorter deliveries. The tenderer shall note that the shortage of Labour shall not constitute the force majeure conditions. The guaranteed periods for delivery to site, completion of work. Tests and commissioning shall be clearly stated and guaranteed in the tender. It shall be binding on the part of the contractor to complete erection, testing and commissioning of plant / equipment at site within the time stipulated in the Detailed Tender Notice from date of Receipt of notification from the purchaser advising the contractor to start the erection of the plant/equipment. The penalty clause for delay in completion and amounts to be paid for at the general conditions of the contract shall be accepted by the contractor and will be strictly enforced for delay in delivery or completion of erection, testing and commissioning of the equipment.

4.7 INSPECTION

A representative nominated by the department shall have access to the Contractor's or subcontractor's works at any time during working for. The purpose of inspecting the progress of manufacture and tests on the material. The Contractor shall provide necessary facilities for inspection and testing.

4.8 SHIPMENT /TRANSPORT (Applicable)

The Purchaser may at his option appoint a transport agent for transport of the materials. The Contractor shall co-operate with the purchaser and will inform him about the readiness of the materials for dispatch well in advance But the Contractor shall be responsible for the damage to the equipment during transport to site. It is presumed that the Contractor has acquainted him- self fully regarding the limitations of size and weight of the packages which can be transported over the different routes. All parts of the equipment shall be designed in such a way that the transport restrictions on weight & size of the packages are properly observed. Each case shall be clearly marked (marking shall be communicated to the successful tenderer) and shall contain a detailed packing list. Care shall be taken to ensure that the mode of packing is accept- able to the Insurance Authorities suitable for transport under the conditions of road and railways existing up to site, where equipment has to be installed.

4.9 DELIVERY OF MATERIALS (Not Applicable)

Under no circumstances the material shall be forwarded until dispatch instructions shall have been given to the Contractor, failing which the Contractor shall be held responsible for all con- sequential things arising there from. Notification of delivery or dispatch besides other particulars shall also specify (i) mode of trans- port, (ii) Particulars of dispatch document (iii) 100 % price of the consignment plus the taxes duties etc.

In regard to each & every consignment shall be made to the purchaser and the insurance authorities immediately after dispatch or delivery. The supplier shall further supply immediately to the consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages, containers, bundles and loose materials forming part of each and every

Consignment shall be described fully in the packing account and full details of the contract of packages and quantity of materials shall be given to enable the consignee to check stores and arrival/destination.

4.10 DEPARTURES FROM SPECIFICATION

Should the tenderer wish to depart from the provisions of the specification he shall clearly mention such departures Under Schedule No. VI giving his reasons there for. Unless this is done, the plant offered shall be deemed to comply in every respect with this specification and all the terms and conditions of the specification apply into.

4.11 FINALISATION OF CONTRACT

Before the issue of letter of intent to the successful tenderer, it will be binding on him to attend the meeting (S) called for by the department, and sort out each and every clause of the specification. The tenderer is at liberty to put forth his views about clauses requiring changes /modifications/amendments etc. When all such ambiguous issues, terms etc. are clarified, the tenderer will have to sign in token of acceptance of each and every clause of the finally review/ modified/corrected specification superseding all terms and conditions which he may have stated in his tender or subsequent correspondence.

4.12 DIVISIBLE WORKS CONTRACT

For all the purpose, this Contract shall be construed as a “Divisible works Contract” firstly for the supply of items covered in this specification and secondly for the erection and testing of all these items. However tenderer’s responsibility will be as indicated under scope of supply and work.

SECTION - 7

FORM B -1

PERCENTAGE RATE TENDER & CONTRACT OF WORK

DEPARTMENT- WATER RESOURCES DEPARTMENT
 CIRCLE - MECHANICAL CIRCLE, Nagpur
 DIVISION- Executive Engineer, Mechanical Engineering Workshop Division
 Nagpur

NAME OF WORK :- Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

GENERAL RULES AND DIRECTION FOR THE GUIDANCE OF CONTRACTORS

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

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender, and the security deposit to be deposited by the successful tender and the percentage if any, to be deducted from bills. It will state whether refund of a quarry fees, royalties, dues and ground rents will be granted, copies of the specifications, signs and drawings estimate rates, scheduler rates and any other documents required in connections with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

Where the work are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on the government of the Government of Maharashtra such specifications with designs and drawing shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
2. A) 1) The Contractor shall pay along with the tender the sum of Rs. **8100/- (Eight Thousand One Hundred Only)** as and by way of earnest money. The contractor may pay the said amount by forwarding alongwith the tender . Term deposit Receipt for a period of one year of any Schedule bank and duly endorsed in the name of Executive Engineer , Mechanical Engineering workshop division Nagpur for the said amount . 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 it after the acceptance of his contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government hereunder of in law Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

* **Strike out which is not required**

Contractor

No. of Corrections

Executive Engineer

- V) In the event of his tender of his tender not being accepted, the amount of earnest money deposited by the contractor shall unless it is prior thereto forfeited under the provision of sub clause (iii) above be refunded to him on his passing receipt therefore.
3. Receipts for payment made on account of any work, when executed by a firm should also be signed by all the partners except where contractor are described in their tender as 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 of the firm.
 4. Any person who submits a tender shall fill up usual printed form starting at what percentage above or below the rates specified in the 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. Tender which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed or carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No printed forms of tender shall include a tender for more than one work but if contractor who wish to tender two or more works they shall submit a separate tender for each Tender shall have the name & number of the work to which they refer, written outside the envelope.
 5. The Executive Engineer or his duly authorized Assistant shall open tender in the presence of contractors who have submitted tenders or their representatives who may be present at the time and he will enter the amounts of the several tenders in the comparatives statement in a suitable form. In the event of tender being accepted the contractor should for the purpose of identification sign copies of the specifications and other documents mentioned in the rule 1. In event of tender being rejected the Divisional Officer shall authorized the Treasury Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt or the return of the money.
 6. The office competent to dispose of tenders shall have the right of rejecting all or any of the tenders.
 7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tenders or the contract shall be valid and binding a Government unless it is signed by the Executive Engineer
 8. The memorandum of work to be tendered for and the schedule of material to be supplied by the Department and their rates shall be filled in the completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and compels and delivers his tender.
 9. All work shall be measure 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 this contract.
 11. Every unregistered contractor shall (unless exempted in writing by the Executive Engineer concerned) produce along with his tender, a solvency certificate to the extent of 20% of the tendered cost of the work from the Collector of the District or Tahsildar Taluka within which he resides or a banker's certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.

OR

Every registered contractor should produce along with his tender certificate of registration as approved contractor in the appropriate class renewal of such registration with date of expiry.

12. All corrections, 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 proposals to adopt alternative method will be accepted. The Executive Engineer's decision as to what in 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 the work that remains to be executed in case on the date of submitting the tender, in the form at Appendix 'D'
15. Every tenderer shall furnish along with tender, information regarding the income tax circle or ward of the district in which he is assessed to Income tax circle or ward of the district in which he is assessed to Income tax the reference to the number of the 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 executive of the work contracted for (GCM /PWD/ CFD/ 1058 62517 of 26/9/59)
17. The contractors will have to construct shed for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement at work site, having double locking arrangement. The materials will be taken for use in the presence of the Department person .No materials 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. Every unregistered contractor should furnish along with tender a statement showing previous Experience and technical staff employed by him in the form of statement No IV
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 and 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 Executive 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 provision of Act.

Tender for Work

In figures as well as in words

I / We hereby tender of the execution, for the Governor of Maharashtra (here-in-before and here-in-after referred to as 'Government') of the work specified in the under writer memorandum within the time specified in such **memorandum at *.....percent below / above** the estimated rates entered in Schedule B (memorandum showing items of the work to be carried out) and in accordance in all respects with the Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work and provided b the Government, such materials and the rates to be paid for them shall be as provided in Schedule A here to.

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 & 212 of the M.P.W. Manual.

e) This percentage where no security deposit is taken will vary from 5% to 10% according to the requirement of the case where security deposit is taken see note to clause 1 of the conditions of the contract.

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

MEMORANDUM

a) General Description: - Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

b) Estimated cost **Rs. 809444/-**

c) Earnest money **Rs. 8100/-**

d) Security deposit : @ 2 %

(i) FDR (Not less than the amount
Of earnest money) **Rs. 8100/-**

i) To be deducted from current bills **Rs 8100/-**

Total **Rs. 16200/-**

e) Percentage, if any to be deducted From bills so as to make up the total amount required as security deposit b the time, half the work as measured by the cost is done.

f) Time allowed for the Completion of Work **3 Months.**
(Including monsoon season)

2. I/we agree that the offer shall remain open for a minimum period of **60 days** from the date fixed for opening the same & thereafter until it is withdrawn by me /us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the at the office of such authority. "Treasury-Bank challan No. & date or Deposit at call receipt No. & date or term deposit receipt for a period of one year receipt No.....date in respect of the sum of Rs. *.....in words.representing the earnest money is herewith forwarded. 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) signed and complete the contract document as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contain in paragraph (i) 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 in, writing, unless the same or any part thereof has been forfeited as aforesaid.
3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the govt. a true copy of which 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 stipulation to keep the contract document and furnish the security deposit as specified in item (d) of the Memorandum contained in paragraph 1 above within the time limit laid down in clause (l) of the annexed general condition 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 & 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 & fulfill
& the terms & provisions of the conditions of contract annexed hereto
so far as applicable & in default thereof to forfeit & pay to Government
the sum 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.* is here with 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
1 (A) of the said conditions, otherwise the said sum of Rs.....
shall be refunded Contractor

Address

Signature of Contractor

Before submission of Tender.

Dated the day of 20

(Witness)

Address

Signature of witness to

Contractor's signature

(Occupation)

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

Dated Day of 20

Signature of the officer

By whom accepted

Conditions of contract

Clause 1: The person / persons whose tender may be accepted (hereafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrator, & assigns) shall (A) within 10 day (which may be extended by the superintending Engineer concerned up to 15 days if Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Govt. securities endorsed to the Executive Engineer. (if deposited more than 12 months) of some sufficient which will made up the full security deposit specified in the tender or (B) (permit Govt. at the time of making any payment to him for work done under the contract deduct such as will as amount to *5% of all money 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 & in such case, if the sum so deposited shall not amount to 5% of the total estimated cost of work, it shall be lawful for Govt. at the time of making any payment to the contractor for work done under to make up the full amount of 5% by deducting sufficient sum from every such payment as last aforesaid until the full amount of security deposit is made up. All compensation or other sums of money payable by the contractor to the Govt. 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 Govt. to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash or Govt. securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, at the cost of depositor be converted in to interest baring securities provided that the depositors has expressly desired this in writing.

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

Note - * This will be the same % as that in the tender at (e)

Contractor

No. of Corrections

Executive Engineer

contractor has agreed to maintain the work in good order, then, subject to provisions of clauses 17 & 20 thereof the amount of security deposit retain by Govt. shall be adjusted towards the excess cost incurred by the department on rectification of 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 through the stipulated period of the contract proceed with, all due diligence (time being deemed to be of the essence of the contract of the contractor) and the contractor shall pay as compensation an amount equal to one % or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced, 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.

Whole Of the work in Whole of the time

Whole Of the work in Whole of the time

Whole Of the work in Whole of the time

Note: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the propose by the officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the program of detailed progress laid down by the Executive Engineer. The following proportion will usually be found suitable In 1/4, 1/2, 3/4 of the time

Reasonable progress of the earth work 1/6, 1/2, 3/4, of the total value of the work to done.

Reasonable progress of masonry work 1/10, 4/10, 8/10, of the total value of the work to done.

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

Clause 3: In any cases in under any clause of the of this contract the contractor shall have himself liable to pay compensation amounting to the whole of his security deposit whether paid one sum or deducted by

Installments or in the case of the or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause Executive Engineer on behalf of the Government of Maharashtra shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government

a) To rescind the contract (for which recession notice in writing to the contractor under the hand 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 – charged establishment employed for getting the unexecuted part of the work complete 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 work so done departmentally shall be final and conclusive against the contractor.

c) To order that the work of the contractor be measured up and to take such part there of as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred to advertisement for fixing a new contracting agency, additional supervisory staff including the cost of the 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 done other expenses incurred as aforesaid for or in getting the unexecuted work done by the contractor and as to the value of the work so shall be final and be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until The Executive Engineer shall have certificate in writing the performance of the such work and the amount payable to him respect thereof and he shall only entitled be paid the amount so certificate in the event of either of the courses referred in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor the amount of excess shall be deducted from any money due to the contractors by Govt. under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the contract shall have no claim against Govt. even if the certified value of the work done departmentally of through a new contractor exceeds the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b), (c) is adapted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased by procured any materials or entered in to any engagements or made any advanced on account of or with a view to the execution of the work or the performance of the contract

Contractor

No. of Corrections

Executive Engineer

<p>Action when the progress of any particular portion of the work is unsatisfactory.</p>	<p>Clause 4 If progress of any particular portion of the work is unsatisfactory the Executive Engineer shall notwithstanding that the general progress of 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 to such action</p>
<p>Contractor remains liable to pay compensation of action not taken under clause 3 & 4</p>	<p>Clause 5 In any case in which any of the powers conferred upon the Executive Engineer by clause 3 & 4 hereof shall have become exercisable and the same shall not have been exercise the non –exercise thereof shall not constitute a waiving of any of the conditions and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under an clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event the Executive Engineer taking action under sub – clause (a) or (c) of clause 3. He may if he so desires take possessions of all or any tools plant material and stores in or upon the work or the site thereof or belonging to the contractor or produced 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 given notice in writing to the contractor or is clerk of the work foreman or other authorized agent required him to remove such tools and plant materials, or stores from the premises within a time to be specified in such requisition the Executive Engineer may removed them at the contractor expense or sell them by action or private sale on account of the contractor and at his risk in all respects the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor</p>
<p>Power to take possession of or require removal of or sell contractor s plant</p>	
<p>Extension of time.</p>	<p>Clause 6 :- If 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 a tender or before the expiration of 30 days. From the date which he has hindered as aforesaid or on which the cause for asking for extension occurred whichever is earlier and the Executive Engineer or in the opinion of Superintending Engineer, or Chief Engineer as the case may be if in this opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper decision of the Executive Engineer in this matter shall be final</p>

Clause 7 On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer – in – charge) of such completion but no such certificate shall be given nor shall 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, all surplus materials and rubbish and shall have cleaned of the dirt from all wood work doors, windows walls, floor or other parts of any building in or upon which the work, shall has been executed or of which he may have had possession for the purpose of executing the work until the work shall be 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 measurement being binding and conclusive against the contractor, if the contractor shall fall to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer – in – charge may at the expenses of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as foresaid and contract or shall forthwith pay such amount of all expenses so incurred but shall have no claim if in respect of any such scaffolding surplus materials as aforesaid except for any some actually realized by the sale thereof.

Final Certificate

Clause 8 No payment shall be made for any work estimated to cost less than rupees on thousand till after the whole of work shall have been completed and the certificate of completion given but in the case of work estimated to cost more than rupees one thousand the contractor shall on submitting monthly bill therefore the entitled to received payment proportionate to the part of the work than approved and passed by the Engineer – in – charge, whose certificate of such approval and passing of the sum so payable shall be finale and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advanced against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer – in charge from requiring any bad unsound imperfect or un skillful work to be removed or taken away and reconstructed of the due performance of the contractor or any part thereof in any respect or the occurring of any claim nor shall it conclude determine or effect in any other way the powers of the Engineer – in – charge as to the final settlement and adjustment of the accounts or otherwise or in any other way very of effect the contract. The final bill shall be submitted by the contractor within one month of the work, otherwise the Engineer – in – charge’s certificate of the measurements and of the total amount payable for work shall be final and binding on all parties.

Payment on intermediate certificate to be regarded as advances.

Contractor

No. of Corrections

Executive Engineer

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

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

Bill to be submitted monthly.

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 requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor dose not submit the bill within the time fixed as aforesaid, the Engineer - in - charge may depute a subordinate to measure up the said work in the presence of the contractor or his dully authorized agent whose counter signature to the measurement list shall be sufficient warrant, and Engineer - in - charge may prepare a bill from such list which shall be binding on the all respects

Bills to be on printed forms

Clause 11 The contractor shall submit all bills on printed forms to be on had on, application at the office of the Engineer - in - charge. The charge to be made in the bill 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 here in after provided for such work.

Stores supplied by Government

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

Clause 12 (a) All stores of controlled materials such as cement, steel etc. supplied to the contractor by Govt. should be kept by the contractor under lock and key will be accessible for inspection by Executive Engineer or his agent at all the time.

Clause 13 : The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both regards material and every other respect in strict accordance with specifications. The contractor shall also conform exactly full and faithful to the designs, drawing and instructions in writing relative to the work signed by 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 3 sets of contract drawing and working drawing as well as one certificate copy of the accepted tender along with the order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate Rs..... per set of contract drawings and Rs..... Per work drawing except where otherwise specified

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

Clause 14 The Engineer – in – charge shall have power to make any alteration in or addition to the original, specification, drawings, designs, and instructions that may appear to him be necessary or advisable during the progress of the work and 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 directed to do in the manner above specified as the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of the division or at the rates mutually agreed upon between the Engineer – in – charge and the contractor whichever are lower. If the additional or altered work for which no rate is entered in the schedule of rates of the division is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of

Alterations in specifications and designs not to invalidate contracts

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

Contractor

No. of Corrections

Executive Engineer

The order to carry out the work in form the Engineer – in – charge does not agree to this rate he shall by noticed 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 considered advisable provided always that if the contractor shall commence work or insure any expenditure in regard thereof before the rate shall have been determined as lastly here in 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 the determination of the rate as aforesaid according to such Rate or rate as shall be fixed by the Engineer-in-charge on the event of a dispute, the decision or the Superintending Engineer of the circle will be final.

Extension of time in consequence of additions or alteration.

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

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

The time limit for the completion of work shall be extended in the Proportion that the increase in its cost occasioned by alternations or additions bears to the cost of the original contract work and the 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 Govt. 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 he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall for 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 would have been safely stopped or suspended shall be or any part of it could be or would have been safely stopped or suspended shall be final and conclusive whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension stoppage or curtailment except to the extent specified herein after.

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by given 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 are 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 discharge from his

obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement 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 the 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 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 always that the contractor shall not be entitled to any claim in respect of ant such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in the regard shall be final and conclusive against the contractor.

4) In the event of -

- i) Any total stoppage of work on notice from the Engineer under sub clause (I) in that behalf
- ii) Withdrawal by the contractor from the contractual obligation do Complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

OR

Curtailement in the quantity of item or items originally tendered on account of any alteration, omission or substitution, in the specifications drawings, designs or instruction under clause 14 (1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 5000/- It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of continued suspension of work of (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 the stoppage suspension or curtailment and required the Govt. to take over payment such as materials 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 there after take over the materials so offered, provided the quantities offered, or not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

No claim to compensation on account of loss due to delay in supply of materials by Govt.	<p>Clause 15 A: The contractor shall not be entitled to claim any compensation from Govt. for the loss suffered by him on account of Govt. delay in the supply of materials entered in schedule A where such delay is caused by</p> <ul style="list-style-type: none"> i) Difficulties relating to the supply of railway wagons. ii) Force – majeure iii) Act of God iv) Act of enemies of the state or any other reasonable cause beyond the control of Govt.
Time limit for unforeseen claims.	<p>In the case of such delay in the supply of materials, Govt shall grant such extension of time for the completion of the works 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.</p>
Action & compensation payable in case of bad work	<p>Clause 16: Under no circumstances whatever shall be Contractor be entitled to any account unless the Engineer – in – charge within one month of the case of such claim occurring.</p> <p>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, in perfect or unskillful workmanship or with materials of inferior quantity, or that any materials or articles provided by him for the execution of the work are unsound, or of a quantity inferior to that contracted for or otherwise not in accordance with the contract it shall be lawful for the Engineer – in – charge to intimate this fact in a writing to the contractor and then notwithstanding the fact that 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 or reconstruct the work to specified in whole or in part as a case may require or if so required, shall remove the materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer – in – charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rates of 1 % on the amount of estimate for every day not exceeding 10 days, during which failure so continues and in case of any such failure the Engineer – in – charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at risk and expense in all respects of the contractor, should Engineer – in – charge considered 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 fixed therefore.</p>
PWD Resolution No CAT – 1087 / CR – 94 / Bldg. 2 dt.14/06/89.	
Work to be open to inspection	<p>Clause 18: All works under or in course of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer – in – charge and his subordinate and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer – in – charge and his subordinate to visit the work shall</p>

have been given to the contractor either himself be present to reactive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors duly authorized agent shall be considered to have the same force & effect as if they had been given to the contractor himself.

Contractor or responsible agent to be present

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 same may be measured & correct dimensions thereof taken before the same is so covered & or placed beyond the reach of measurement & shall not cover up or place beyond the reach of measurement any work without the consent in writing of 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 expense and in default thereof no payment or allowance shall be made for such work or for materials with which the same was executed.

Notice to be given before work is cover.

Clause 20: If during the period of **Six (6) Months** from the date of completion as certified by Engineer – in – charge pursuant to clause – 7 of the contract or **12 months** after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner what so ever contractor shall forthwith on receipt of notice in that be half from the Executive Engineer duly commenced execution & completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting write the defects specified there in including dismantling & reconstruction of unsafe portion strictly in accordance with and in manner prescribed & under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification within the period prescribed therefore in the said noticed and / or to complete the same as aforesaid as required by the said noticed The Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk or account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Govt. the amount of such cost charges and expenses sustained or incurred by the Govt. of which certificate of the Executive Engineer shall be final & binding on the contractor. Such cost, charges & 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 writes & remedies of the Govt. the same may be recovered from the contractor as arrears of revenue. The Govt. shall also be entitled to deduct the same from any amount which may then be payable or which may there after become payable by the Govt. to the contractor either in respect of the said work or any other work what so ever or from the amount of security deposit retained by Govt.

Contractor liable for damage done & for imperfection
PWD Resolution No
CAT – 1087 / CR – 94 /
Bldg. 2 dt.14/06/89.

Clause 21: The contractor shall supply at his own cost all materials (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 & temporary work.

Contractor to supply plant, loader, scaffolding etc.

And is liable for damages arising from non-provision of light, fencing etc. Requisite for the proper execution of the work whether in the original altered or sub situated from and whether included in the specification or other documents forming part of the contract referred to in this conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer – in – charge to as any matter as to which under this conditions he is entitled to be satisfied or which he entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite no of persons with the means & materials necessary for the purpose of setting outworks & counting, weighing & assisting the measurement or examination at any time and from time to time of the work or materials, failing which the same may be provided by the Engineer-in-charge at the expense of the contract & the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof of a sufficient portion thereof. The contractor shall provide all necessary fencing & lights required to protect the public from accident and shall also be bound to bear the expense of defense of every suit, action or other legal proceeding that may be bought by any person for injury sustained owing to neglect of the above precautions and to take any damages and costs which may be awarded in any such suit, action proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by & such person.

List of machinery in contractor's possession & which the propose to use on the works should be submitted along with the tender.

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

- a) Suitable scaffolds shall be provided or workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffolds shall not be constructed, taken down or substantially altered expect-
 - i) Under the super vision of a competent responsible person and
 - ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds & appliances connected there with & all ladder shall
 - i) Be of sound material
 - ii) Be of adequate strength having regard to the loads & strains to which they will be subjected, and
 - iii) Be maintained 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 & 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 & stability of the Scaffold.
- g) A competent person shall periodically inspect scaffolds.
- h) Before allowing a Scaffold to be used by his workmen the contractor shall whether the Scaffold has been erected by his workmen or not take steps to ensure that it complies fully with the regulation 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 maintain having regard to the prevailing conditions as to reduce as far as practicable risks of persons and stripping or slipping and
 - iii) be kept free from any unnecessary obstruction.
- j) In the case of working platforms, gangways, working place and stairway at a height exceeding 3 meters.
 - i) every working platform and every gangways shall be closely boarded unless other adequate measures are taken to ensure safety
 - ii) Every working platform and gangways shall have adequate width and
 - iii) Every working platform, gangways, working place and stairways shall be suitable fenced.
- k) Every opening In the floor of a building or in a working platform shall except for the time and to the extent required to allow access of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material
- l) When persons are employed on roof where there is a danger of falling from a height exceeding three mtrs. Suitable precautions shall be taken for prevent fall of persons or materials.
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places
- o) The contractor (s) will have to make payments to the laborers as per Minimum Wages Act

Clause 21B: The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him
- a) Hoisting machines & tackles, including their attachments & anchorages & supports shall
 - i) be of good mechanical construction sound material and adequate material strength and free from patent defect
 - and
 - ii) be a good repair and in good working order
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be suitable quality and adequate strength & free from patent defect
- c) Hoisting machines & tackle shall be examine & adequately Tested after erection on the site and before use & be re-examined and in position at intervals to be prescribed by the Govt.

of suspension shall be periodically examined

- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 18 Years shall be in control of any hoisting machine, including any Scaffold which or give signals to the operator.
- g) In the case of every hoisting machine & or every chain, ring, shackle, swivel, pulley block used in hoisting or lowering or as means suspension the safe pf working load shall be ascertained by adequate means.
- h) Every hoisting machine & all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a variable safe working load, each safe working load the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or of any gear referred to in Regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing
- k) Motors, gearing, transmission electric wiring & other dangerous part of posting appliances shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to minimum& the risk of the accidental descent of the load.
- m) The adequate precaution shall be taken to reduce to minimum the risk at any part of a suspended load becoming accidentally displaced.

Measures for prevention of fire

Clauses 22: - The contractor shall not set fire to any standing jungle, trees, brush wood or grass without a written permit from the Executive Engineer When such permit is given & also in all cases destroying out or dug up trees, brushwood, grass etc. By fire, the contractor shall take necessary measures to prevent such fire spreading to or to otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labors employed by him.

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

Clause 23: - Compensation for all damage done intentionally or unintentionally by contractor's labor 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 & the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final & the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due from Govt. to contractor under this contract or otherwise.

- d) Every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering materials or as means

Contractor

No. of Corrections

Executive Engineer

The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire & shall pay any damages & cost that may be awarded by the court in consequence.

Clause 24: The employment of female labors on work in neighborhood of soldier's barracks should be avoided as far as possible.

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

Clause 26: contract shall not be assigned or subject without the written approval of the Engineer-in-charge. And if the contractor shall assign or subject his contract or attempt so to do or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any compositions with his creditors or attempt so pecuniary or otherwise shall either directly or indirectly be given promised or offered

by the contractor or any his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or persons shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may their upon by notice in writing rescind the contract and the security deposit of the contract shall there upon stand forfeited and be absolutely at the disposal of Government and same consequences shall ensure as if the contract had been rescinded under clause 3 here of 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 condition shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actually loss or damage sustained and whether any damage has or not been sustained.

Clause 28: In the case of tender by the partners the contractor to the Engineer-in-charge for his information shall forthwith notify any changes in the constitution of a firm.

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

Clause 30: (1) Except where otherwise specified in contract and subject to the powers delegated to him by Government under the code, rules than in force the decision of Superintending Engineer of the Circle for the time being shall be final, conclusive and binding n all parties of the contract upon all questions relating to the meaning of the specification, design, drawing and instructions herein before mentioned and as to the qualify of workmanship or materials used on the work or as to any other question claim, right matter or thing whatsoever if any way arising out of or relating to the contract, design, drawing specification, estimates, instructions, order of this condition or otherwise concerning the work or the execution or failure to execute same, whether arising during the work or after the completion or abandonment thereof

Employment of female labour

Work on Sunday

Work not to sublet

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
Change in the constitution of firm to be notified

Direction and control of the Superintending Engineer.

Direction and control of the Superintending Engineer.

(2) The contractor may within 30 day 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 contract work or project provided that-

(a) The accepted value of the contract exceeds Rs.10.00 Lakh

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

(3) If the contractor is not satisfied with the order passed by the chief engineer as aforesaid the contractor may within 30 day of receipt by him of any such order appeal against it to the concerned Secretary, public works Department who, convinced that prima-facia the contractor's claim rejected by Superintending engineer/chief engineer is not frivolous and that there is some substance in the claim of contractor as would merit detailed examination and decision by the level for suitable decision.(vide PW Circle No.CAT-1086-CR-110/Bldg-2 dt.7-5-86)

Stores of European or American manufacturer to be obtained from Government

Clause31: 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 there for/or in connection therewith unless he has obtained permission in writing from the Engineer – in – charge to obtain such stores and articles elsewhere .The value of such stores and articles may be supplied to he contractor by the Engineer – in – charge will be debited to him at rates shown in the schedule, in from A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage & other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump sum in estimates

Clause32: When the estimate on which a tender is made includes lump sums in respect of part of works the contractor shall be entitled to payment in respect of part of the item of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or if the part of work in question is not the opinion of the engineer-in-charge capable of measurement of engineer-in-charge may a this discretion pa the lump some 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 some or some payable to him under the provision of his clause.

Action where no specification

Clause 33: in the case of an class of work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the divisional specification and event of there being no divisional specification then in such case the work shall be carried out in all respects in accordance with all instructions and requirement of the engineer-in-charge.

Definition of work

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

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 Stacking materials any should be paid by the contractor,

Clause 37: the contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation act (VIII of 1923) therein after called he said act 0 for injuries caused to the workmen if such compensation is payable and or paid by government of principal 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 aid down in clause 1 above.

Cause 37 A: the contractor shall be responsible for and shall pay the expenses to providing medical aid to any work men who men suffer a bodily injury as a result of an accident. It such expenses are incurred by govt. the same shall be recoverable from contractor for with and be deducted government from any amount due or that may become due to the contractor.

Cause 37 B: the contractor shall provide all necessary personal employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall be comply with the following regulation in connection therewith.

- a) The workers shall be required to use the equipment so provided by the contractor and contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person in danger.
- c) Adequate provision shall be made for 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 provision of the apprentices Act 1961 (III of 1961) The rules made there under and ordered that may be issued from time to time under the Act said rules and the said rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said rules

Clause 38: 1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of items so long as subject to any special provision contained in the specification prescribing different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs. 5,000/-

Contractor's percentage whether applied to net or gross amount of bill
Refund of quarry fees and royalties

Compensation under-
W o r k m e n ' s
compensation Act.

Claim for quantities entered in the tender or estimates

2) The contractor shall if ordered in writing by the Engineer so to do also carry out any quantities in excess of the limit mentioned in sub clause (1) hereof on the same condition as and in accordance with the specification in the tender and at the rates (I) derived from the rates entered in the current scheduled of rates and in the absence of such rates (II) at the rate prevailing in the market the said rates being increased or decreased as the case may be percentage which the total tendered amount bears to tender to the estimated cost of the work as put to tenders base upon the schedule of rates application to the year in which the tenders were invited. For the purpose of gate maintenance of this cost shall be taken to be **Rs. 809444/- - (In Words Rs. Eight Lakh Nine Thousand Four Hundred & Forty Four Only)**

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

4) This clause is not applicable to extra items.

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

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

a) Tendered quantity plus.

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

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.

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

Clause 41: No compensation shall be allowed for any delay in the executive of the work on account of water standing in borrow. Pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud sub-soil water or water standing 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 instruction of the Engineer – in –charge or of his subordinate in charge in charge of the work failing such authority the contractor shall have no claim to ask for measurement of or payment of work.

Employment of famine labour etc.

Claim for compensation for delay in starting the work

Claim for compensation for delay in execution work

Entering upon or commencing any portion of work

Contractor

No. of Corrections

Executive Engineer

Clause 43:

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

(2) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Newer)

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

(4) 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 clause in completion of the work by such removal.

(5) 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 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.

6) Contract shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

7) Contractor to take precaution against accident which taken place on account of labor 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 provide 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.

Clause 46: If Government declares a state 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 Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer Whose decisions shall be final and binding on contractor.

Minimum age of persons employed, the employment of donkeys and or other animals and the payment of fair wages

Method of payment

Acceptance of condition compulsory before tendering the work

Employment of scarcity labour

Maharashtra Act XIX of 1985, Clause regarding turnover tax vide PWD Circular No CAT 1086/CR Bldg.- 2 Dt 10/06/87
 महाराष्ट्र शासन सा.बां.वि.
 शासननिर्णय क्र.बी.डी.जी.
 2005/प्र.क्र.324/ इमारती-2 मुंबई
 दि.03/03/2006.

GST will be payable only after the production of valid invoice.

Clause 47: The price quoted by the contractors shall not in any case exceed the control price; if any fixed by Government or reasonable price, which it is permissible for him to charge a private purchaser for the same class and description the controlled price or the price permissible exceed the controlled price or the price permissible under Hoarding and profiteering Ordinance, 1948 as amended from time to time. If the price quoted exceed the controlled price or the price permissible under Hording and Profiteering prevention ordinance the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher price.

The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hording and Profiteering prevention Ordinance. This direction will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 4 7 A: The tendered rates shall be inclusive of all taxes, rates and losses and shall also be inclusive of the tax levible in respect of works contract under the provision of Rule 58 Maharashtra Value Added Tax Act 2005 for the Purpose of levy of Tax, as amended from time to time will be applicable

Clause 48: Rate to be quoted by contractor must be exclusive of GST. The amount of GST can be claimed after due payment of GST on submission of valid application along with GSTR 1, B2B/B2C and GSTR-3B certificates.

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

Clause 50: The contractor shall employ at least 80% of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinary residing in the district in which site of the said work is located.

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

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

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

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 breach of the contract and the Superintending Engineer may in his discretion may 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.

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 on 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 the government to the contractor shall be deemed to be arrears of the land revenue and the government may without prejudice to and other rights and remedies of the government recover the same from contractor as arrears of revenue.

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

Clause 53: The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act 1970 (37 of 1970) and Maharashtra Contract Labour (Regulation and all other relevant statutes and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on site of work. In particular the contractor shall pay wage to each worker employed by him on 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 make sure payment and the Govt. 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 Govt. to such a workers shall be deemed to be arrears of Land Revenue and the Govt. shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Government to the contractor hereunder or from any other amounts payable to him by the Government.

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

Clause 54: The contractor shall engage apprentices such as bricks layer, carpenters, wiremen, plumber as well as black smith as recommended by the State Apprentices Adviser Director of Technical Education, Dhobi Talav, Bombay 1 on the construction work (Govt. Of Maharashtra Education Department No TSA - 5170 / T -56689 Dt 7-7-1972)

Clause 55 : Condition For Malaria Eradication

(Govt. of Mah P.W.D Resolution No CAT - 1086 / CR -243/K/Buld - 2 Bombay - 32 dt 11-987

- A) The anti-malaria & other health measure shall be as directed by the Joint Director (Malaria & Filariasis) of Health services, Pune
- B) Contractor shall see that mosquito zenic 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 guideline prescribed under National Malaria Education Program and as directed by the Joint Director (M&F) of Health Services, Pune
- D) In case default in caring 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

Clause 56: The Contractor shall engage apprentices as brick layer, carpenter, wiremen, plumber as well as blacksmith as recommended by the State Apprenticeship Advisor, Director of Technical Education Dhobi Talav, Bombay-1. On the construction site. (As per Government of Maharashtra, Education Department No TSA - 5170/T-56689, dated 7-7-72)

Clause 57: i) Contractor shall take out necessary Insurance Policy / Policies so as to provide adequate Insurance cover for the execution of the awarded contract work for total contract value and complete contract period from the "Director of Insurance, Maharashtra State, Mumbai." Only. It's postal address for correspondence is "364, MHADA, First Floor, Opp. Kalanagar, Bandra (East), Mumbai - 400 051" (Telephone No.: 26438690 / 26438746 and Fax No.: - 26438641). Similarly, all workmen appointed to complete the contract are required to insure under Workman's Compensation Policy. Insurance Policy / Policies taken out from any other company will not be accepted. If any contractors have affected Insurance Company, the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the Contractor for the Executed contract work.

ii) One percent amount will be recovered if certificate of premium for insurance policy are not submitted by the contractor before first running bill of work.

After submitting of receipt of payment of insurance amount paid by contractor for concern work, it will be verified by divisional accountant after then the return of "Insurance Amount" will be paid to contractor within limit of 1% of total cost of work.

Clause 58:- As per Government of Maharashtra s Industry Energy and Labour Dept.GR.No.BLA/Pra/Kra./108/Kamgar-7A/ at Dt.17/06/2010 welfare cess at one percent or at the rates amended from time to time and intimated by the company authority under welfare Act 1996 is to be deducted from the bill amount whether measured, bill, advanced payment or secured advance.

Clause 59 :- After Final Negotiation with lowest contractor, Stamp Duty of tender value should be filled and hard copy should be submitted by contractor to tendering authority i.e. Upto 10 Lakhs of tender value stamp duty Rs.500/- and above 10 Lakhs Stamp Duty will be 500 + Rs.100 per Lakh.

SECTION -8

SCHEDULE 'A'

Schedule showing (Approximately) the material to be supplied from the Departmental Stores for work contracted to be executed and preliminary and ancillary works and the rate at which they are to be charged for the construction.

NAME OF WORK :- Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

Particulars	Quantity In Nos	Unit	Rate at which Material will be charged to the Contractor		Place of Delivery
			In Figure	In Words	
			Nil		

Notes:

1. The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer In charge on the issue of the form prior to the submission of the Tender.
2. The rates mentioned in Schedule 'A' are inclusive of all taxes and storage charges.

Contractor**No. of Corrections****Executive Engineer**

3. Cement can reckon for the purpose of issue at 20 bags per Ton irrespective of actual weight. Loss arising out of shortage of weight in each bag be governed by the provision and conditions 20.1(I) of special contract. The rate quoted should correspond to this method of reckoning.
4. No claim for extra payment on account of delay of these materials will be entertained.
5. The quantities indicated in the above schedule are approximate and may vary as per actual requirement as ascertained by the Engineer - In - Charge.
6. The charge for loading, unloading, conveyance etc. for the material shown above from the place of delivery to the site of work will be borne by the contractor and deemed to be included while quoting for the Tender. All the material shall be made available for delivery on working days during the office hours.
7. All the materials mentioned in Schedule 'A' required for the work shall be taken from the Department only. The materials from the outside sources in lieu of materials in Schedule A shall not be allowed except under written permission from the Executive Engineer. The samples of each material shall be tested at the contractor's cost. The materials not confirming to the required standard shall be removed by the contractors at once from the site of work at his own cost.
8. The contractor will have to construct a shed with double locking arrangement at his own cost.
9. If the controlled materials viz. cement steel line unused with the contractor after completion of the work and if they are not returned the contractor work and if they are not returned, the contract tor shall pay for such materials at double the rate at which the materials were issued to him. Recovery of Goods & Services Tax & General Tax on cost of surplus materials which are not returned by the contractor will be levied.
10. Proper account of day to day consumption materials as per Schedule "A" should be maintained by the Contractor of his authorized representative on site and it shall be checked by the Departmental Officer every day in token on its correctness.

Conditions For Material Issued Under Schedule A

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

1. All the materials shall be made available for delivery on working days only during working hours, to be arranged mutually by the contractor between himself and the Store Keeper or the Sub-Divisional Officer, who so ever small the same. The material shall be made available of the place of delivery mentioned in Schedule 'A' of the tender.
2. The contractor shall submit periodically as well as completion of work, on account of all material issued to him in a manner as directed by Engineer - in - Charge. The contractor shall also furnish an account of previous materials issued, before placing demand for further materials. In addition, separate register shall be maintained on site for recording daily item wise cement. Consumption of cement issued them and also item wise consumption of other materials issued under Schedule 'A' as directed. This shall be signed daily by the Contractor or his representative and representative of Engineer - In - Charge.
3. The quantities in Schedule 'A' are approximate and may vary according to actual and bonafide use as certified by the Engineer - In - Charge.
4. All the materials mentioned in the Schedule 'A' required for the work shall be taken from the Department only. The materials from other source in lieu of the materials in Schedule 'A' shall not be allowed except under written permission from the Executive Engineer. In such case, certificate for its quality shall be produced by the contractor and samples of such materials shall be tested from any Government Laboratory by the Contractor at his own cost and the Test Results to be supplied to the Department. The materials not confirming to the required standard shall be removed at once from the site of the work by the Contractor at his own cost.
5. The rates mentioned in Schedule 'A' are inclusive of Goods & Services Tax and Storage Charges.
6. After issue of any materials for use on bonafide Government Work to Contractor, if the Engineer - In - Charge ascertains on any Particular date that the portion of such supplied 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 GST on such portion and recovered from the Contractor as per rule.
7. 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 the Department and provide double locking arrangement, but of such one lock shall be with in charge of Department person and materials shall be taken for use in presence of the Departmental Person only.
8. The Contractor shall make his own arrangement for the safe custody of the materials which are supplied to him by the Department.
9. The contractor shall not use cement and other materials under Schedule 'A' in items other than as per his Tender except for such ancillary small items as per connected with the absolutely necessary in execution of this work as they may be decided by the Engineer.
10. All steel issued under Schedule 'A' which remains surplus with the Contractor after use in the work, shall be returned to the Department. Generally, only full lengths bars in lengths supplied by the Department shall be taken back by the Department. However 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 at the time of return, whichever is low. The quality of such surplus steel as is not acceptable to the Department may be disposed by the Contractor in any manner he likes and the cost thereof shall entirely be borne by the contractor. However in case in which the materials issued to a Contractor become surplus owing to change in 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 the Government provided the materials at the time taking over, were not actually needed and are serviceable.

Contractor

No. of Corrections

Executive Engineer

11. Mild Steel / Tor Steel bars shall be issued to the Contractor on actual weightment. However for the purpose of payment, the weight of steel bars used of the work shall be calculated on the basis of Standard Specification. Book 1972 edition by B & C Department. Hence claims on account of difference in actual weight and calculated on the basis of Standard Weight per unit length shall not be entertained.
12. The Contractor shall make his own arrangement for securing structural steel as square bars, flats, rolled steel joists, angles, iron plates etc. The Department is neither responsible for securing permit not to supply required structural steel. However necessary Certificate to the effect that material is required for the said bonafide Government Work will be issued if required.
13. The charges for conveyance of material from the place of delivery to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claim on this account shall be entertained.
14. If surplus material after completion of the work are not returned by the contractor, recovery of such material at the penal rate of twice the issue rate of these materials shall be made from the contractor. Sales tax and General tax on the cost of surplus materials which are not returned, shall also be recovered by from the contractor as decided by the Executive Engineer. However it is clear that if any surplus material 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.
15. Empty asphalt drums will have to be returned to the Depot. In case of non-return of empty asphalt drums, recovery at Rs.-----/- per drum will be charged to the contractor.
16. The person/firm submitting the tenders should see that the rates in the above schedule 'A' are filled up by the Engineer-in-charge of the work on the issue of the form prior to the submission of the tender.
17. 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 Govt. stores shall mean 50 kgs. Equivalent to 1.23 Cft. by weight. The rate quoted should correspond to this method of reckoning. The corrections have will be done by weight basis. While mixing. If cement found should in bag, it will have to make 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.
18. For the purpose of issue rate, the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and dimension shall be measured at straight line in plain (neglecting extra length due to corrugations etc.)
19. The contractor shall furnish unstamped receipts for all material issued under Schedule 'A'
20. The contractor shall furnish the account of steel, cement etc. issued to him at each time before placing and indent for further supply. Also he should submit on completion of the work final account of all the material supplied to him by the Department. This account will be scrutinized by the Engineer-in-charge and if any extra use us found, shortages are seen and any Quantity of material remained un accounted for recovery at penal rates will be effected for such Quantities as mentioned in clause 14 above.
21. A separate shall be maintained on site for recording detailed item wise cement and steel consumption on the work. This register shall be signed by the contractor or his authorized representative and got signed from the representative of the Engineer-in-charge.

Contractor

No. of Corrections

Executive Engineer

SECTION - 9

SCHEDULE - B

Name of Work - Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts @ Bhandara flood control project RD 2370 mtr . under Executive Engineer , Gosikhurd Rehabilitation Division Unit , Nagpur

Sr. No.	Description of Job	Qty	Unit	Rate	Amount
1	Manufacturing & Painting of Additional Embedment parts of Service gate & Emergency gate 2.6 x 2.6 mtr and 15 MT EOT parts	1	No	800524.11	800524.11
2	Transportation For Repairing of material by 4 MT cap tempo	2	Trips	4460.16	8920.32
Total In Rs.					809444.43
Say (₹)					809444.00
GST AS PER APPLICABLE					

(In Words Rs. Eight Lakh Nine Thousand Four Hundred & Forty Four Only)

**Deputy Engineer,
Mech Engg Workshop Sub
Division no.1
Nagpur**

**Executive Engineer
Mechanical Engineering
workshop Division, Nagpur**

Sanctioned Estimates

(MEASUREMENT & RATE ANALYSIS)

Attached Separately

SECTION - 10

ADDITIONAL CONDITIONS

CONDITION NO-1

PERFORMANCE SECURITY/ADDITIONAL SECURITY DEPOSIT

**A) Tenderer whose offer/quote for the tender is found to be below estimated cost put to tender then additional security deposit is to be submitted in following manner:-
(Within 8 days from the opening of Financial Bid)**

1. If the offer / rates quoted below 1% to 10% of the estimated cost put to the tender, then 1% of tender amount or Rs.1000 whichever is higher should be submitted as additional security deposit within **8 days**.
2. If the offer/ rates is more than 10% of the estimated cost put to the tender, 1% of the tender amount plus the % exceeding 10% of the amount put to the tender{Suppose if the rate quoted is 14% below, then additional security deposit shall be $[1\%+(14\%-10\%)]=1\%+4\%=5\%$ of the amount put to the tender minimum up to Rs.1,000/-
3. If the offer / rates is more than 15% below the estimated cost put to the tender, then 6% of tender amount plus two times the % exceeding 15 % of the estimated cost put to the tender. (Suppose if the rate quoted is 19 % below then additional security deposit shall be $6\%+(19\%- 15 \%) \times 2 = 14\%$)

B) The amount of additional security deposit L1 bidder should be submitted in the form of Demand Draft/Bank Guarantee issued by any Nationalized / Scheduled bank duly pledged in the favor of **Executive Engineer, Mechanical Engineering Workshop Division, Nagpur**

If additional performance security deposit is not submitted by L1 bidder within Eight working days from opening of envelop No.2 then Earnest Money of L1 bidder will be forfeited.

The bidder will be declared as non-eligible to file the tender in Water Resources Department of govt. of Maharashtra from the date of opening of envelop No.2 for the period of 2 years.

~~C) Original copy of Demand Draft/Bank Guarantee must be submitted in the office of the Executive Engineer, Mechanical Division, Jalgaon by the L-1 tenderer within 2 working days of opening of Envelope 2 and this condition will not be relaxed in any circumstances~~

D) Refund of Performance Security

- A. Bank Guarantee/Demand Draft/FDR submitted as performance security should be valid up to one month after completion of Defect Liability period.
- B. Additional security Deposit of lowest bidder may be refunded within 3 month after satisfactory completion of work.
- C. False Demand Draft/Bank Guarantee/FDR of bank should be forfeited and action should be taken under Indian Panel Code for submission of false/fraudent paper/information.

CONDITION NO - 02: VALIDITY:-

Contractor

No. of Corrections

Executive Engineer

The Tender submitted will be treated valid for **60 Days**

CONDITION NO - 03: APPROVAL OF SAMPLES :- (N.A. for Labour Tender)

Sample of each items of material mentioned in the schedule which needs prior inspection. if so desired by the consignee Deputy Engineer should be got approved by the Tenderer from the consignee Deputy Engineer.

CONDITION NO - 04: CONSIGNEE :-

All completed job should be carried out as per instructions of **Deputy Engineer, Mechanical Engineering Workshop Division, Nagpur** at the place mentioned in work order.

CONDITION NO - 05: INSPECTION :-

- a) Job will be inspected by the consignee or representative authorized by the Executive Engineer prior to dispatch of material.
- b) Test certificate should be made available along with the bill. for inspection & approval Testing of material should be carried out in Government approved laboratories
- c) No inspection charges will be paid extra on any account.

CONDITION NO - 06: DELIVERY:-

- a) Job mentioned in the schedule should be delivered and supplied as per specification and delivery schedule from the date of issue of work order.
- b) Where inspection of job is required to be done the period for inspection and approval of sample will not effect in any way the delivery period mentioned in the accepted tender.
- c) The date of delivery is the date on which acceptable finished job have been inspected.

CONDITION NO - 07 FAILURE:-

Due to faulty workmanship causing defects and found not confirm to the Specification and the other requirements or if it is found to be inferior or in damaged condition it will be rejected by the consignee Deputy Engineer or his authorized representative and the rejected materials will have to be replaced at tenderers risk, and the cost within 7 days or as ordered by the consignee Dy. Engr. or his representative without any claims on the department. The extra expenditure if any incurred on his account will be received from the tenderer.

CONDITION NO - 08 TRANSPORT:-

The transport of the materials will be arranged by the contractor himself.

CONDITION NO - 09 BILLS :-

Bills (Pre-receipted) should be submitted in triplicate to the consignee giving the following information and document where ever necessary.

- a) Inspection report if inspection carried out.
- b) Gate pass if any.
- c) Work order No. etc.
- d) Amendments if any to the work order.
- e) Attested Copy of PAN CARD both side

CONDITION NO - 10 Goods Service Tax:-

For GST payment procedure will be followed as per guidelines given by Water Resources Department of Maharashtra Circular TDS-0918/C.A. 590/18/major project-1 dt.13/11/2018.

CONDITION NO - 11 PENALTY:-

Payment will be made on Monthly Basis According to Attendance / presence of Heavy Duty Operator / Driver, Attendance sheet should properly Maintained by the contractor and measurements Attendance recorded by the Engineer in charge & Authorized Sub ordinates. Govt. levies will be recovered from the bills No deviation from the above terms will be accepted Govt. will not incur any liability to pay interest on bills the payment of which is delayed for any reasons whatsoever.

CONDITION NO - 12 ~~On failure for providing Labour (Heavy Duty Operator/ Driver) on necessary time Rs.100/day will be charged as penalty for undelivered finished job. The penalty charges will be recovered from the bills.~~

CONDITION NO - 13 WARRANTY:

The Contractor hereby declares that the job work done under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained / mentioned in the schedule thereof and contractor. Here by guaranties that the said. Job would continue to confirm to the description and quality aforesaid for a period of 180 days from the date of delivery of the said work to consignee and that notwithstanding the fact that the consignee (inspector) may have inspected and/or approved the said work if during the aforesaid period of 180 days the said work be discovered not be confirm to the description and quality aforesaid or have deteriorated (and decision of the con- signee in that behalf will be final and conclusive.) the consignee will be entitled to reject the said job work. Such portion thereof as may be discovered not to confirm to the said description and quality. On such rejection the goods/job/articles will be at the contractors risk and all the provision herein contained relating to rejection of goods/job etc. shall apply. The contractor shall if so called upon to do re- place the job etc. or such portion thereof as is rejected by the purchaser otherwise the tenderer shall pay such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contain shall prejudice any other right of consignee in that behalf under this contract or otherwise. Security deposit will be released only after expiry of warranty period.

CONDITION NO - 14 EXCISE DUTY:

Not Applicable

CONDITION NO - 15 INSPECTION OF WORKSHOP:

Contractor

No. of Corrections

Executive Engineer

Not applicable

CONDITION NO - 16 LABOUR WELFAIR FUND

1% Labour Cess will be deducted from Contractor's Bill.

CONDITION NO - 17 While uploading Scanned Tender Copy should not be uploaded in other documents

CONDITION NO - 18 If tender cost is above Rs. 10 Lakh then post qualification Criteria will be applicable.

CONDITION NO - 19 Contractor will be fully responsible for providing correct value of work in hand. If after submission of tender contractor receives work order for new work, he will have to inform officer in charge, unless he will be debarred for a period of 03 years to participate in tender procedure of Mechanical Organization.

CONDITION NO - 20 Contractor or his authorize representative should remain present on the date and time of opening of Tender as mentioned schedule, otherwise no complaint will be accepted after opening of tender.

CONDITION NO - 21 Electrician, Fitter, Helpers provided by Contractor must be physically and Mentally fit for Job assigned to him.

CONDITION NO - 22 Electrician, Fitter, Helpers should be Medically fit. He Should not have colour blindness & Night Blindness.

CONDITION NO - 23 Electrician should possesses Valid Documents by Competent Authority

CONDITION NO - 24 Joint venture for this tender is not allowed.

CONDITION NO - 25 Pre bid meeting is not necessary also refer para.1.12

CONDITION NO - 26 Fabrication and erection work should be done as per instruction provided by executive engineer/ site-in-charge.

CONDITION NO - 27 Dismantled and scrap material should be handed over to engineer in charge by Contractor After Completion of Total Work.

CONDITION NO - 28 Contractor will have to strictly follow the guidelines issued by government of Maharashtra for prevention of Corona Virus (Covid 19) and also take the precautionary measures at the site. If any incident of Corona virus affection occurs at the site, in that situation the contractor will be fully responsible for that and he will not be liable to claim any compensation. The contractor will be responsible to follow all the instructions, rules and regulations regarding prevention of Corona Virus issued by the Government from time to time up to the date of completion of work.

CONDITION NO - 29 All the condition of Government of Maharashtra Industries Energy and Labour Department are fully applicable to contractor.

Contractor

No. of Corrections

Executive Engineer

CONDITION NO-30 PRICE ESCALATION:- ~~Price escalation is as per prevailing rules applicable.~~

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

- (1) Labour Component-
- (2) Material Component-
- (3) Petrol, Oil and Lubricant (POL) components-
- (4) Steel- Not Applicable due to AMC Work

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

- (1) Labour Component (Place-Raigad) K1= 88.28%
- (2) Material Component (All India Average) K2= 8.84%
- (3) Petrol, Oil and Lubricants K3= 2.96%
- (4) Steel Component All India Average- Not Applicable due to AMC Work(Steel is not used for this work)

Note: Price variation Shall be calculated as per formula mentioned hereafter. Apart from these, no other adjustments shall be made to the contract price for any reason whatsoever. Total of Labour, Material & POL components shall be 100% and other components shall be as per actual.

1. Formula for Labour Component:-

$$V1 = 0.85 \times P \times \left[\frac{K1 \times (L1 - L0)}{100} \right]$$

Where,

V1 = Amount of price variation in Rupees to be allowed for Labour Component

P = Cost of Work done during the quarter under consideration minus the cost of Steel, calculated at the basic Star rates as applicable for the tender, consumed during the quarter under consideration.

~~K1 = Percentage of Labour Component as indicated in above.~~

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

~~L1 = The Average Consumer Price Index for the quarter under consideration.~~

~~2. Formula for Material Component:-~~

$$\frac{V2}{100} = 0.85 \times P \times \left[\frac{K2}{100} \times (M1 - M0) \right]$$

~~Where,~~

~~V2 = Amount of price variation in Rupees to be allowed for Materials Component~~

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

~~K2 = Percentage of Materials Component as indicated above.~~

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

~~M1 = Average wholesale Price Index during the quarter under consideration.~~

~~3. Formula for Petrol, Oil And Lubricant Component :~~

$$V3 = 0.85 \times P \times \left[\frac{K3}{100} \times (P1 - P0 / P0) \right]$$

~~Where,~~

~~V3 = Amount of price variation in Rupees to be allowed for P. O. L. Component~~

~~P = Same as worked out for Labour Component.~~

~~K3 = Percentage of Petrol, Oil and Lubricant Component.~~

~~P0 = Average price of H.S.D. at the Mangaon, Dist:- Raigad during the quarter preceding the month in which the last date prescribed for receipt of tender falls.~~

~~P1 = Average price of H.S.D. at the Mangaon, Dist:- Raigad during the quarter under consideration.~~

~~4. Formula for HYSD, Mild Steel Plate, Structural Steel Component : (separate for each component)~~

$$V4 = S0 \left[\frac{(SI1 - SI0)}{SI0} \right] \times T$$

~~Where~~

~~V4 = Amount of price variation in Rupees to be allowed for HYSD / Mild Steel Component.~~

~~S0 = Basic rate of HYSD / Mild steel / Structural Steel in rupees per metric tonne as considered for working out value of P.~~

~~SI1 = Average Steel Index as steel long as per Economic Advisors Web Site during the~~

quarter under consideration.

SIO = Average of Steel Index as steel – Long / Plate / Angles, Channels, Sections Steel as per Economic Advisors Web Site for

the quarter preceding the month in which the last date prescribed for receipt of tender fails.

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

B) The following conditions shall prevail

- i) ~~The operative period of the Contract shall mean the period. Commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed, for the completion of the work specified in the Contract for work expires, taking into consideration the extension of time, if any for completion of the work granted by Engineer in Charge under the relevant Clause of the conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer in Charge as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L1, M1, C1, P1, B1, SI1 and CI1 to the levels corresponding to the date from which such compensation is levied.~~
- ii) ~~This price variation Clause shall be calculated in accordance with formula mentioned above separately for Labour, Steel, Other material and POL Component. ii) This Price variation Clause shall be applicable to all contracts in B1 / B2 and C form but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this Clause.~~
- iii) ~~Price Variation under this Clause shall not be payable for the extra items required to be executed during the execution of work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the Contract from B1/B2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion /execution of extra items as well as extra quantities under Clause 38/37 of the Contract form B1/B2 extends beyond the operative date of the DSR then rates payable for the same beyond the operative the date shall be revised with reference to the current DSR prevalent at that time on year-to-year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.~~
- iv) ~~This Clause is operative both ways, i.e. if the Price Variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the Contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the Contract.~~
- v) ~~To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other Clauses in the Contract, the unit rate and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.~~

मनुष्यबळ पुरवठा व अधिकरणामार्फत प्रकल्पस्थळी वापरण्यात येणारे मनुष्यबळ करिता अधिकरणास / कंत्राटदारास लागू असणाऱ्या आवश्यक अटी व शर्ती :-

- १) कर्मचारी किमान चौथी इयत्ता उत्तीर्ण, किमान वय १८ वर्ष पूर्ण केलेला व भारताचा नागरीक असावा, तसेच कर्मचारीस मराठी लिहिता/वाचता/बोलता येणे आवश्यक आहे.
- २) जडयंत्रचालक / वाहनचालक कडे संयंत्र/ वाहन चालविण्याचा वैध परवाना असणे आवश्यक आहे. व सदर परवाना नुतनीकरण करणेची जबाबदारी संबंधित पुरवठादार अधिकरणाची राहिल.
- ३) जडयंत्रचालक / वाहनचालक कडे संयंत्र/ वाहन चालविण्याचा ३ वर्षांचा अनुभव असणे बंधनकारक असून अनुभव असल्याबाबतची कामदपत्रे तपासणी पुरवठादार अधिकरणाने करणे गरजेचे आहे.
- ४) उपअभियंता मार्फत कंत्राटी कर्मचाऱ्यांची चाचणी घेण्यात यावी. चाचणी यशस्वी पूर्ण करणाऱ्या कर्मचाऱ्यांनाच कामावर रुजू करून घेण्यात यावे.
- ५) कामगारांची वैयक्तिक माहिती शासनाच्या मागणीनुसार पुरविण्यात यावी. (शैक्षणिक अर्हता, कायम व सध्याचा पत्ता, नमुना स्वाक्षरी व पासपोर्ट साईज फोटो इ.) संबंधित कर्मचाऱ्यांची चारित्र्य तपासणी पोलीस पडताळणीसह पुरवठादार अधिकरणाने करावी अधिकरणाचे ओळखपत्र देण्यात यावे.
- ६) नियमित वेतन प्रदानाविषयी अधिकरणाने महिना पूर्ण झाल्यानंतर पहिल्या आठवड्यात हजेरीपटासह कार्यपुर्ती अहवाल सादर करणे गरजेचे राहिल.
- ७) उपरोक्त दैनिक ठोक दरप्रमाणे कार्यस्थळावर कार्यरत कर्मचाऱ्यांचे मासिक वेतन प्रत्येक महिन्याच्या ०५ तारखेला संबंधित कर्मचाऱ्यांना अदा करणे कंत्राटदाराला बंधनकारक असेल.
- ८) कंत्राटदार/पुरवठादार अधिकरणामार्फत क्षेत्रीय अधिकारी यांनी मागणी केलेल्या कालावधीसाठी कर्मचारी उपलब्ध होऊ शकत नसेल अशावेळी पर्यायी व्यवस्था माग्य अटींसह करणे बंधनकारक राहिल, अन्यथा क्षेत्रीय अधिकारी ठरवतील तशी दंडात्मक कार्यवाही कंत्राटदार/पुरवठादार अधिकरणावर करण्यात येईल.
- ९) पुरवठादार पुरविण्यात आलेले कर्मचारी निमग्न वागणुकीचे, सहकारी वृत्तीचे व धडाडीचे असावे.
- १०) अधिकरणामार्फत/ कंत्राटदारमार्फत पुरविण्यात येणारा कर्मचारी गुन्हेगारी पार्श्वभूमीचा किंवा प्रवृत्तीचा नसावा तसेच त्याच्यावर न्यायालयीन खटले प्रलंबित नसावे व तशी खात्री कंत्राटदाराने त्यांचे स्तरावर करणे गरजेचे राहिल.
- ११) जडयंत्रचालक / वाहनचालक कडे आवश्यक परवाना व त्याचे ओळखपत्र (आधारकार्ड, निवडणुक कार्ड, पॅन कार्ड इत्यादीपैकी एक) त्याच्याजवळ कायम असावे.
- १२) कंत्राटदार अधिकरणाने पुरवठा केलेल्या कर्मचारीने कामाच्या वेळी कोणत्याही प्रकारचे गैरवर्तन/नशापाणी केल्यास संबंधित अधिकरणाला/ कंत्राटदाराला जबाबदार धरण्यात येवून त्या अधिकरणाची/ कंत्राटदाराची काळ्या यादीत समावेश करण्यात येईल व त्या वर्तणुकीमुळे शासकीय मालमत्तेत होणाऱ्या हानीबद्दल कार्यक्षेत्रीय अधिकारी ठरवतील ती नुकसान भरपाई संबंधित कंत्राटी कर्मचारी व पर्यायाने संबंधित कंत्राटदारास द्यावी लागेल.

१३) कंत्राटी कर्मचाऱ्यांमार्फत त्याचे सेवे दरम्यान उभ्दवावयाच्या चोरी/अपघात/शासकीय मालमत्तेस हानी पोहोचविणे/नुसार करणे/इतर कोणत्याही गुन्ह्याची नोंद, याबाबत पुर्णपणे पडताळणी करणे ही कंत्राटदाराची जबाबदारी राहिल.

१) शासकीय संयंत्र सुटेभाग, इलेक्ट्रीक साहीत्य, इंधन, वंगण ची चोरी.

२) कोणत्याही प्रकारच्या अवजड संयंत्रामार्फत झालेला अपघात, जड वाहना मार्फत होणारा अपघात, काम करतांना कार्यस्थळावरील अपघात यामध्ये उभ्दवणारे वैयक्तिक अथवा त्रयस्थ पक्ष अपघात.

- स्थापत्य विभागाच्या मालमत्तेचे नुकसान.
- रेल्वे विभागाचे मालमत्तेचे नुकसान.
- MSEB चे मालमत्तेचे नुकसान.
- इतर शासकीय कार्यालयांचे मालमत्तेचे नुकसान.

उपरोक्त नुकसानीची व नुकसान भरपाईची जबाबदारी संबंधीत कंत्राटी कर्मचारी व कंत्राटदार/ अभिकरणाची राहिल.

१४) मुद्दा क्र.१३ नुसार कंत्राटी कर्मचाऱ्यां मार्फत गुन्हा घडल्यास त्याबाबतचे होणारे नुकसानीची भरपाई करण्याची जबाबदारी संबंधीत कंत्राटी कर्मचारी व पुरवठा कंत्राटदार/अभिकरणाची राहिल.

१५) शासकीय वाहन/ संयंत्रास अपघात झाल्यास व दुदैवाने चालकास, अथवा सामान्य नागरीकास इजा/ मृत्यु झाल्यास तसेच सामान्य नागरीकाच्या वाहनाचे नुकसान झाल्यास वैद्यकीय खर्चाची अथवा नुकसान भरपाईचे दायित्व शासनाकडे असणार नाही. त्याची जबाबदारी वाहन/यंत्रचालक पुरवठा कंत्राटदार/ अभिकरणाची राहिल.

१६) कंत्राटी कर्मचाऱ्याने कोणत्याही प्रकारचे मुद्दा क्र.१३ व १५ नुसार गुन्हा केल्यास, त्याबाबत कंत्राटी कर्मचाऱ्यावर कायदेशीर कार्यवाही करण्याची पुर्णतः जबाबदारी कंत्राटदाराची राहिल. सदर बाबत होणारे आर्थिक नुकसान कंत्राटदाराचे बिलातून वसूल करण्यात येईल, तसेच पुरवठादार कंत्राटदार/अभिकरणाची नोंद काळ्या यादीत घेण्यात येईल.

१७) कंत्राटदार/अभिकरणातर्फे काम करणाऱ्या कर्मचारीच्या सेवेचे कोणतेही उत्तरदायित्व शासनावर राहणार नाही.

१८) काम करतांना कर्मचारीस शारीरिक हानी झाल्यास त्यास हे कार्यालय जबाबदार राहणार नाही.

१९) वैद्यकीय भत्ता/ खर्चाची तसेच इतर भत्ते कर्मचारीस देण्याची जबाबदारी पुरवठादार अभिकरणाची राहिल कर्मचारी कामाच्या ठिकाणी येणेजाणे व राहणे करीता कोणताही भत्ता शासनाकडून अनुज्ञेय राहणार नाही याची जबाबदारी संबंधीत अभिकरणाची राहिल.

२०) संबंधीत कर्मचारीचा जिविताचा विमा काढण्याची जबाबदारी संबंधीत कंत्राटदार/अभिकरणाची राहिल.

२१) कंत्राटदाराने कंत्राटी कर्मचाऱ्यांच्या वेतनातून विविध कामगार कायद्यान्वये वेळोवेळी निश्चित केलेल्या दरानुसार वैधानिक देणी/ वजावटी कापून घेऊन त्या संबंधीत कंत्राटी कर्मचाऱ्यांच्या वैधानिक देणी जमा करण्याच्या खात्यांमध्ये (EPF, ESIC, PT Accounts) जमा करण्याची सर्वस्वी जबाबदारी कंत्राटदाराची राहिल. विविध कामगार कायद्यान्वये वेळोवेळी निश्चित केलेल्या दरानुसार वैधानिक देणे बंधनकारक असून त्याबाबत कोणतेही कायदेविषयक बाब उभ्दवल्यास, त्यास हे कार्यालय जबाबदार राहणार नाही.

२२) कंत्राटी कर्मचाऱ्यांना त्यांनी केलेल्या कामाच्या दिवसानुसार महिन्याकाठी कंत्राटदाराने संबंधीत कर्मचाऱ्यांचे करारानुसार वेतन व भत्ते विहित अनुज्ञेयतेनुसार बँक खात्यामध्ये जमा करावेत. तसेच सर्व कंत्राटी कर्मचाऱ्यांच्या वेतनातून खालील नमूद वैधानिक देणी/ वजावटी कापून घेवून त्या संबंधीत कर्मचाऱ्यांच्या वैधानिक देणी जमा करण्याच्या खात्यांमध्ये ((EPF, ESIC, PT Accounts) जमा कराव्यात. तदनंतर कंत्राटदाराने प्रदान केलेले वेतन सेवाशुल्क व अन्य करांसह देयक खालील कामपत्रे सोबत जोडून संबंधीत विभागास देयक अदा करणेसाठी सादर करण्यात यावे.

- १) एकत्रित देयक
- २) नांव व पदनामासह कर्मचाऱ्यांचा वेतन व वैधानिक देण्यांसह तपशिल.
- ३) उपस्थिती बाबतचा तपशिल.

४) भविष्य निर्वाह निधी (EPF), राज्य कामगार विमा योजना (ESIC)/ कर्मचारी चुकसान भरपाई (WC) व व्यावसायिक कर (PT) अदा केल्याच्या पावत्या.

५) एकत्रित वेतनचिठ्ठ्या.

कंत्राटदारामार्फत उपरोक्त यादीप्रमाणे सादर करण्यात आलेली सर्व कागदपत्रे/ पुरावे तपासून सादर शासकीय विभागामार्फत संबंधीत कंत्राटदारास रक्कम अदा करण्यात येईल.

२३) कंत्राटदाराचे/ अभिकरणाचे महिन्याचे देयक अदा करतांना, त्या महिन्यात कंत्राटदाराने/ अभिकरणाने नेमलेले कर्मचारी, कार्यालयीन कामकाजाच्या जितके दिवस अनुपस्थित होते व त्यांच्या ऐवजी कंत्राटदाराने/ अभिकरणाने बदली कर्मचारी उपलब्ध करून दिलेले नव्हते, तितक्या दिवसांचे वेतन कंत्राटदाराच्या देयकातून कापून घेण्यात यावे.

२४) वस्तु व सेवा कराबाबत भविष्यात आवश्यकतेनुसार बदल झाल्यास त्याप्रमाणे निविदेत आवश्यक बदल करण्यात यावेत.

२५) कंत्राटी कर्मचाऱ्यांच्या संख्येत बदल करण्याचे अधिकार कार्यक्षेत्रावरील अधिकाऱ्यास राहतील.

२६) RTO च्या नियमांचे उल्लंघन केल्यास (वाहनाचा Speed Limit, Road Signal तोडणे, वाहनाचा अपघात, Seat Belt न लावणे व इतर) त्याबाबत होणाऱ्या दंडाची भरपाई करण्याची जबाबदारी संपूर्णतः कंत्राटदाराची राहिल.

२७) कंत्राटदार/अभिकरणाने संयंत्र/वाहन परिचालनकरीता पुरवठा केलेल्या कर्मचाऱ्यांना संबंधीत शासकीय कार्यालयाच्या/ कार्यक्षेत्रावरील अधिकाऱ्यांच्या पूर्वपरवानगी शिवाय अन्य संयंत्रे/वाहनांवरती स्थलांतरित करू नये.

२८) कंत्राटदार/ अभिकरणाने पुरवठा केलेल्या कर्मचारीस संबंधीत कार्यालयाने दिलेले संयंत्र/वाहन च चालवतावे लागेल. याबाबत कोणताही वादविवाद उद्भवल्यास, संबंधीत कंत्राटी कर्मचाऱ्यास तात्काळ कमी करण्याचे अधिकार संबंधीत क्षेत्रिय अधिकारी यांस राहतील.

२९) कंत्राटदार/अभिकरणामार्फत पुरवठा केलेल्या कंत्राटी कर्मचाऱ्यांच्या सेवा विभागाने नेमून दिलेल्या आदेशाच्या विहित कालावधीनंतर किंवा शासकीय कार्यालयाच्या कामाच्या स्वरूपाप्रमाणे आदेशाच्या मुदतीत संपविण्याचा अधिकार विभागीय कार्यालयाकडे राहिल. तसेच आदेशीत कालावधी किंवा त्यांचे आधी संपुष्टात आलेनंतर कोणत्याही प्रकारे शासकीय सेवेत कायम होण्याचा हक्क प्राप्त होणार नाही अथवा कोणतीही कायदेशीर कार्यवाही करण्याचा हक्क राहणार नाही.

३०) निविदा कराराचे पालन समाधानकारकपणे न झाल्यास करार केव्हाही संपुष्टात आणणे तसेच मुदत वाढविणे याबाबतचा अंतिम निर्णय निविदा राबविणाऱ्या कार्यालयाचा राहिल.

३१) कंत्राटदारामार्फत देण्यात येणारी सेवा हि जनहितार्थ कामासाठी वापरण्यात येत आहे.

३२) वरील अटी व शर्तीमध्ये वेळोवेळी बदल करणेबाबत अधिकार संबंधीत शासकीय कार्यालयाकडे राहिल.

SECTION -11

Schedule-C

SECTION -12

DRAWINGS

