

For Office Use Only

B-1 TENDER



VIDARBHA IRRIGATION DEVELOPMENT CORPORATION, NAGPUR
(A Government Of Maharashtra Undertaking)

**CHIEF ENGINEER, GOSIKHURD PROJECT, WATER RESOURCES DEPT.
NAGPUR**

GOSIKHURD PROJECT CIRCLE, NAGPUR

GOSIKHURD REHABILITATION DIVISIONAL UNIT, NAGPUR

DRAFT TENDER PAPERS

MAIN TENDER

Name of Work :- Taking measurments and valuation for existing houses
at Nerala and Adyal Village.

Estimated Cost :- Rs. 27,98,736/-

VIDARBHA IRRIGATION DEVELOPMENT CORPORATION, NAGPUR.
CHIEF ENGINEER, GOSIKHURD PROJECT, WATER RESOURCES DEPT, NAGPUR
GOSIKHURD PROJECT CIRCLE, NAGPUR
GOSIKHURD REHABILITATION DIVISIONAL UNIT, NAGPUR

Name of Work :- Taking measurements and valuation for existing houses at Nerala
and Adyal Village.
Tender Cost :- Rs. 27,98,736/-

Draft Tender Paper submitted for Approval.

Sub Divisional Engineer TS4
Gosikhurd Rehabilitation Divisional Unit,
Nagpur

Approved

Executive Engineer
Gosikhurd Rehabilitation Divisional Unit,
Nagpur

"CERTIFICATE FOR DTP"

Name of Work :- Taking measurments and valuation for existing houses at Nerala and Adyal Village.
Tender Cost :- 27,98,736/-

Estimates are technically sanctioned by **Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Nagpur**

Sr.No	Name of Work	T.S.No.	Amount
1	Taking measurments and valuation for existing houses at Nerala and Adyal Village.		

Certified that, the stone and the sand quarries proposed in the tender has been inspected personally and found sufficient quantities and good quality of material are available in the quarries. The land acquisition is not required for this work.

Sub Divisional Engineer TS4
Gosikhurd Rehabilitation Divisional Unit,
Nagpur

Certified that, This B1 Tender form included all the amendment and correction as per various Govt./ V.I.D.C. orders.

Sub Divisional Engineer TS4
Gosikhurd Rehabilitation Divisional Unit
Nagpur

Sr. Divisional Accountant Officer -I
Gosikhurd Rehabilitation Divisional Unit
Nagpur

:: I N D E X ::

Name of Work : Taking measurements and valuation for existing houses at Nerala and Adyal Village.

Tender Cost:- Rs27,98,736/-

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SECTION - I
PRESS NOTICE,
DETAILED TENDER NOTICE
&
DEFINITIONS

VIDARBHA IRRIGATION DEVELOPMENT CORPORATION, NAGPUR.
(Government of Maharashtra Undertaking)
EXECUTIVE ENGINEER, Gosikhurd Rehabilitation Divisional Unit, NAGPUR
[Telephone No.0712-2561506](tel:0712-2561506)
[Email: cegrdnngp@yahoo.in.](mailto:cegrdnngp@yahoo.in)

E-Tender Notice No. 12 /2023-24 Second Call

Executive Engineer, Gosikhurd Rehabilitation Divisional Unit Nagpur is inviting tenders in B-1 Form, for the offer for the work cited below,

Further, Tenders in B-1 Form-document will be made available from the office of Executive Engineer, Rehabilitation Divisional Unit Nagpur.

Sr. No.	Name of work	Estimated Cost	Earnest Money Deposit	Tender Fees	Time limit for completion	Eligibility
1	Taking measurments and valuation for existing houses at Nerala and Adyal Village.	Rs. 27,98,736/-	Rs. 28000/-	Rs. 2000 + GST 18% = 2360/-	03 Months Including Monsoon Period	Empanelment Certificate/ Registration as a consultant from PWD/WRD/N MC/Any state Govt/Semi-Govt Organization

A) Period of E-Tender available online	:-	Dt. 18.03.2024 to Dt. 01.04.2024
B) Last date of submission	:-	Dt. 18.03.2024 to Dt. 01.04.2024
C) Pre-Bid Conference	:-	No Pre bid conference will be held. Prospective Bidders can ask for clarification online through online portal up to 7 days before last date of submission (Not including extension, if any). In reply to these queries, Common set of deviation (CSD) will be issued on web portal and will be treated as part of tender. If no response is received in respect of any elarification from department/ Corporation till the last date of bid submission, it is to be presumed that no changes have been made to any tender condition.No further queries will be entertained after this cutoff date.
D) Period for work site visit and Geo- Tagging	:-	Dt. 18.03.2024 @ 10.00 A.M. to Dt. 22.03.2024 18.00 P.M.
E) Opening of E- Tender	:-	Dt. 02.04.2024 @ 12.00 Hrs.

(If there are any changes it will be published on above website Only)

- 1) The Contractor shall submit Geo- Tagging in Envelope No.1 of the tender without which the tender will not be evaluated.
- 2) Blank online e-Tenders in B-1 Form shall not be sold physically from the office of the Executive Engineer. However, bidder has to get online e-Tenders in B-1 Form downloaded from the said web site.
- 3) Detail e – Tender Notice can be seen on Government of Maharashtra Electronic Tender Management <http://mahatenders.gov.in> as well as on the notice board in the Executive Engineer's office.
- 4) Estimate of the work, Rate-Analysis, Measurements, Drawings & Designs pertaining to this work are made available in the office of Executive Engineer. Bidder shall quote his rate accordingly considering site situations to complete the works & responsibly. No claim regarding this shall be acceptable.

Executive Engineer,
Gosikhurd Rehabilitation Divisional Unit,
Nagpur.

विदर्भ पाटबधारे विकास महामंडळ, नागपूर

(महाराष्ट्र शासनाचा अंगिकृत उपक्रम)

कार्यकारी अभियंता, गोसीखुर्द पुनर्वसन विभागीय पथक, नागपूर

दुरध्वनी क्रमांक: ०७१२-२५६१५०६ ईमेल: cegrdnngp@yahoo.in

ई-निविदा सुचना क्र. १२ /२०२३-२४ (तिसरी वेळ)

कार्यकारी अभियंता, गोसीखुर्द पुनर्वसन विभागीय पथक, नागपूर ह्यांचे कार्यालयाकडून खालील कामाकरिता सक्षम असलेल्या कंत्राटदाराकडून ब-१ नमुन्यातील निविदा मागविण्यात येत आहे. निविदा कागदपत्र कार्यकारी अभियंता, गोसीखुर्द पुनर्वसन विभागीय पथक, नागपूर यांचे कार्यालय येथून उपलब्ध करण्यात यावे. तसेच निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता यांनी राखून ठेवला आहे. अट असलेली निविदा स्विकारली जाणार नाही.

अ. क्र.	कामाचे नाव	कामाची निविदा रक्कम	बयाना रक्कम	कोऱ्या निविदेची रक्कम	काम पूर्ण करण्याचा कालावधी	कंत्राटदाराचा नोंदणीवर्ग
१	मौजा नेरला व अडयाळ येथील घरांची मोजमापे घेणे नकाशे तयार करणे व मुल्यांकनाचे काम.	रु. २७,९८,७३६/-	रु. २८०००/-	Rs. 2000 + GST 18% = 2360/-	०३ महिने पावसाळा धरुन	Empanelment Certificate/ Registration as a consultant from PWD/WRD/NMC /Any state Govt/Semi-Govt Organization

अ) ई-निविदा उपलब्ध कालावधी	:-	दि. 18.03.2024 ते 01.04.2024 पर्यंत.
ब) ई-निविदा सादर करण्याचा अंतिम कालावधी	:-	दि. 18.03.2024 ते 01.04.2024 पर्यंत.
क) निविदा पूर्व बैठक	:-	निविदा पूर्व बैठक होणार नाही.
ड) कार्यस्थळ पाहणी व Geo Tagging तारीख	:-	दिनांक 18.03.2024 वेळ 10.00 दिनांक 22.03.2024 वेळ 17.45 पर्यंत
इ) निविदा उघडणे	:-	दिनांक 02.04.2024 (वेळ 12.00 PM वाजता)

(सदर निविदे सुचनेत काही बदल होत असल्यास फक्त वरील वेबसाईटवरती कळविण्यात येईल)

- कंत्राटदाराने Geo Tagging हे लिफाफा क्र.१ मधुन सादर करणे अनिवार्य आहे. अन्यथा सदर कंत्राटदाराची निविदा ग्राह्य धरली जाणार नाही.
- कार्यकारी अभियंता कार्यालयातून ई-निविदा कोरे प्रपत्रे उपलब्ध करुन घ्यावे.
- सविस्तर निविदा सुचना कार्यकारी अभियंता कार्यालयातील नोटीसबोर्डवर पहावयास मिळेल.
- या कामाचे अंदाजपत्रक, दर, विश्लेषण, मोजमापे नकाशे इ. कार्यकारी अभियंता यांच्या कार्यालयात उपलब्ध आहे. निविदाकार प्रत्यक्ष कार्यक्षेत्र परिस्थितीनुसार दर भरण्यास जबाबदार राहतील आणि याकरिता कोणताही प्रकारचे दावे (Claims) निविदाकारास देय राहणार नाही.

कार्यकारी अभियंता,
गोसीखुर्द पुनर्वसन विभागीय पथक,
नागपूर.

VIDARBHA IRRIGATION DEVELOPMENT CORPORATION, NAGPUR.
(Government of Maharashtra Undertaking)
EXECUTIVE ENGINEER, Gosikhurd Rehabilitation Divisional Unit, NAGPUR
[Telephone No.0712-2561506](tel:0712-2561506)
[Email:cegrdngp@yahoo.in.](mailto:cegrdngp@yahoo.in)

E-Tender Notice No. 12 /2023-24 (Second Call)

DETAILED TENDER NOTICE

Name of Work :- Taking measurments and valuation for existing houses at Nerala and Adyal Village.

Tender Cost :- Rs. 27,98,736/-

Executive Engineer, Gosikhurd Rehabilitation Divisional Unit Nagpur is inviting tenders in B-1 Form, for the offer for the work cited below,
 Further, Tenders in B-1 Form-document will be made available from the office of Executive Engineer, Rehabilitation Divisional Unit Nagpur.

Sr. No	Name Of Work	Estimated Cost	Earnest Money Deposit	Tender Fee	Time limit for completion
1	Taking measurments and valuation for existing houses at Nerala and Adyal Village.	Rs. 27,98,736/-	Rs. 28000/-	Rs. 2000 + GST 18% = 2360/-	03 Months Including Monsoon Period

(If there are any changes, it will be published on above online portal only)

- 1) The forms of Main Tender documents in B-1 form are made available at the office of the Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Napur
- 2) The aspiring Bidders will have to get Main Tender form, from the office of the Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Napur
- 3) The Blank online e-Tenders in B-1 Form shall be sold physically from the office of the Executive Engineer. However,,-
- 4) Estimate of the work, Rate-Analysis, Qty, Measurements, Drawings & Designs pertaining to this work are made available in the office of Executive Engineer. Bidder shall quote his rate accordingly considering site situations to complete the works & responsibly. No claim regarding this shall be acceptable. While submitting the duly filled-in Tender Documents the Bidder are required to Deposit Tender fees and E.M.D. from his own bank account.
 The contractor has to prepare & submit bid Offline on or before as per schedule.(Key-Dates) Detail Tender Notice can be seen on the notice board in the Executive Engineer's office.
- 5) **The contractor should submit the documents in readable form. He should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of opening Authority regarding this will be binding to all contractors.**
- 6) All rights are reserved to reject any or all Main Tender documents without assigning any reason by the competent authority.
- 7) Foreign contractor shall be eligible to participate in tender, if they have an Indian Sub Company.
- 8) No Pre bid conference will be held. ~~Prospective Bidders can ask for clarification online through online portal up to 7 days before last date of submission (Not including~~

extension, if any). In reply to these queries, common set of deviation (CSD) will be issued on web portal and will be treated as part of tender. If no response is received in respect of any clarification from department/ Corporation till the last date of bid submission, it is to be presumed that no changes have been made to any tender condition. No further queries will be entertained after this cutoff date.

- 9) Time schedule for various bidding process is as per tender schedule.
- 10) It will be mandatory for every bidder to visit and inspect at least 3 site locations like Dam location, canal location, quarry area, other important related site location etc. before submitting the tender.
- 11.1 The officer calling for tender have fixed three site locations for Geo- Tagging for effective site visit.
- 11.2 As geo-tagging has to be carried out by the bidder or his authorized representative, it is mandatory to submit duly filled Annexure-5 in given prescribed format in envelope No.1 provided in bid document. The bidder shall fill up necessary information like person visiting the site, schedule date and time of geo tagging and shall be self attested and shall be submitted in Envelope No.1.
- 11.3 The bidder shall Submit the geo tagged photographs take at site in the Envelope No.1. If not uploaded bid will be treated as non responsive and will not be evaluated.
- 11.4 As the bidder or his representative has physically visited the site before bid submission and verified the complexities of the site for the work, also availability of construction material, labour, access to the site. Hence the bidder will not have right to claim for / against non availability of construction material or availability of material in quarries in required quantum and desired quality and also can not claim against non availability of labour. Further, bidder can not claim extra lead charges, if material is to be brought from longer distances.

Locations	Longitude	Latitude
Location - 1	79° 68' 88"	20° 97' 04"
Location – 2	79° 68' 55"	20° 96' 85"
Location - 3	79° 68' 45"	20° 96'82"

Executive Engineer
Gosikhurd Rehabilitation Divisional Unit
Nagpur.

Tender Notice No. 12 /2022-23 (Second Call)**E-Tender Schedule**
(Main Tender Schedule)**KEY DATE**

	Details	Start Date	End Date
1	Release E-Tender	18.03.2024 10:00 AM	01.04.2024 17.45 PM
2	Tender document download/ Sale start date	18.03.2024 10:00 AM	01.04.2024 17.45 PM
3	Pre-Tender Conference	No Pre bid conference will be held.	
4	Bid Submission Start date	18.03.2024 10:00 AM	01.04.2024 17.45 PM
5	Technical bid Opening	02.04.2024 12:00 PM	
6	Period for work site visit and Geo- Tagging	18.03.2024 10:00 AM	22.03.2024 before 17:45 PM
7	Financial bid Opening	After technical bid evaluation qualified bidder shall be intimated through e-mail	

If any assistance is required regarding e-Tendering (upload / Download) please Contact NIC e-Procurement Toll Free Number (24x7).0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

Executive Engineer
Gosikurd Rehabilitation Divisional Unit.
Nagpur

Definitions

1.3.0 General Information:

The functions and powers of the Corporation have been listed in the Maharashtra Act XXVI of 1997. In general, it has been entrusted with the work of investigation, planning , designing of projects, maintenance of completed project, construction of projects and irrigation management of the major, medium and minor projects in the Godavari and Tapi river Basin. The projects comprise multipurpose irrigation, hydroelectric project inclusive of command area Development. The projects are to be completed so as to utilize water in Godavari and Tapi basin (about 254.28 TMC) allocated to Vidarbha by Godavari Water Dispute Tribunal Award in Godavari basin and allocated water as per Master Plan of Tapi Valley. During the project time slice, it is planned to improve the performance efficiency of the completed projects and to complete further ongoing and new works, so as to utilize the 254.28 TMC of water from Godavari and Tapi Basin.

Definitions & interpretations

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

CORPORATION

Corporation” shall mean the Vidarbha Irrigation Development Corporation, Nagpur acting through its Executive Director, as defined in Maharashtra Govt. Act XXVI of 1997. Vidarbha Irrigation Development Corporation, Nagpur is a body corporate constituted under the Maharashtra Govt. Act XXVI and published in Maharashtra Govt. Gazette dated 28-04-1997. The Headquarters of the Vidarbha Irrigation Development Corporation, Nagpur,(V.I.D.C.) Nagpur , for short , and hereafter referred to only as Corporation is Nagpur.

The head quarter of the Vidarbha Irrigation Development Corporation is Nagpur.

The official postal address for correspondence is -

Office of the Executive Director,
Vidarbha Irrigation Development Corporation,
Sinchan Sewa Bhavan, Civil Lines,
NAGPUR — 440 001.

1.3.1 CHIEF ENGINEER :-

It shall mean the Chief Engineer, Gosikhurd Project, Water Resources Department, Nagpur under V.I.D.C., Nagpur

1.3.2 SUPERINTENDING ENGINEER

It shall mean the Superintending Engineer, Gosikhurd Project Circle, Nagpur to whom Superintendence of the work is assigned by Vidarbha Irrigation Development Corporation, Nagpur as specified in Sr. No. 4.6.11 of Section - IV.

1.3.3 EXECUTIVE ENGINEER:-

Executive Engineer means the in-charge Executive Engineer , Gosikhurd Rehabilitation Divisional Unit, Nagpur specified in Sr. No. 4.6.10 of this Section- IV.

1.3.4 WEB SITE:-

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

1.3.5 APPLICANT / BIDDER:-

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

1.3.6 ENGINEER / ENGINEER-IN-CHARGE:-

It shall mean the Executive Engineer in-charge of the work and shall also include the superior Officers of the Engineering Departments of the Corporation, i.e. the

Superintending Engineer of respective Circle or the Chief Engineer of respective region.

1.3.7 ENGINEER'S REPRESENTATIVE:-

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

1.3.8 CONTRACTOR:-

It shall mean the person, firm or company who enters into contract, with the Corporation and shall include their executors, administrators, successors and submitted assignees.

1.3.9 CONTRACT:-

It shall mean and include following documents.

1. Tender Documents.
2. Specifications.
3. Drawings.
4. Tender document & information / data submitted by contractor.
- iii. Common set of conditions / Minutes of pre-tender conference.

1.3.10 WORK:-

It shall mean the work to be executed in accordance with contract.

1.3.11 SPECIFICATIONS:-

It shall mean the specifications for material and works as specified in Volume-II of the contract.

1.3.12 DRAWING:-

It shall mean prints of the maps, drawings, enclosed in 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.

1.3.13 SITE:-

It shall mean the land and the other places on, under, in or through which the works are carried out and any other lands or places provided by the Corporation.

1.3.14 DEFECT(S) LIABILITY PERIOD:-

"Defect(s) liability period" shall mean period of 04Monthsafter commissioning or 04 Months after the completion of works whichever is later.

1.3.15 SINGULAR AND PLURAL :-

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

1.3.15 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.

SECTION - II
INSTRUCTIONS TO BIDDERS

SECTION-II

INSTRUCTIONS TO BIDDERS

GUIDELINES TO CONTRACTORS REGARDING GOVERNMENT OF MAHARASHTRA E- TENDERING SYSTEM.

2.1.0. ~~Pre-Requisites to Participate in the E-Tenders Processed by VIDC~~**2.1.1. ~~Enrolment of Contractors on Electronic Tendering System~~**

~~The Contractors interested in participating in the e-Tendering process of Water Resources Department shall be required to enrol on the Electronic Tendering System to obtain User ID.~~

~~After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Contractor shall be approved and the User ID of the Contractor will be activated.~~

~~The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link **FAQ** under the section **Help for Contractors** on the Home Page of the Electronic Tendering System.~~

2.1.2 ~~Obtaining a Digital Certificate:—~~

~~The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class II or Class III). This is required to maintain the security of the Bid Data and also to establish the authenticity of submission of data by Authorised Representative of the Contractor transacting on the System.~~

~~The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.~~

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

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

~~Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per **The Information Technology Act,**~~

~~2000. The Digital Signature of this Authorised User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorised User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorised User.~~

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

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

~~The bidders can obtain the Digital Signature Certificate from any certifying Indian authority. For more information about the digital signature bidders may visit to the portal www.cca.gov.in (Controller of Certifying Authorities Government of India)~~

~~2.1.3 Recommended Hardware and Internet Connectivity:-~~

~~To operate on the Electronic Tendering System, the Contractors are recommended to use Windows XP and above Computer System with at least 1 GB of RAM and broadband connectivity with minimum 2 MBPS speed. However, Computer Systems with latest configuration are recommended for better performance, Internet Explorer 9.0 and above or Mozilla FireFox 3.5 upto version 49 and Java Run Time Engine (JRE- 1.8.0) or higher is pre requisite. Further updated details can be obtained from 'Download' Section of Portal.~~

~~2.1.4 Set Up of Computer System for Executing the Operations on the Electronic Tendering System:-~~

~~————— To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.~~

~~The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the Help for Contractors available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.~~

~~2.2.0 Steps to be Followed by Contractors to Participate in the E – Tenders~~

~~2.2.1 Uploading of My Documents:-~~

~~Directions for uploading of My Documents are available at Home Page of Portal under section Bidders Manual Kit.~~

~~2.2.2 Online Viewing of Detailed Notice Inviting Tenders:-~~

~~The Contractors can view free of charge the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the **Live Tenders** released by **CE, Water Resources Department, Nagpur** on the home page of Government of Maharashtra e-Tendering Portal on <http://mahatenders.gov.in> under the organisation **CE, Water Resources Department, Nagpur.**~~

~~2.3.0 Download of Tender Documents:-~~

~~Main Bidding Documents are available for free downloading to any eligible competent~~

~~Contractors who will satisfy all term and conditions mentioned in the tender document and empanelled on Government of Maharashtra e Tendering Portal.~~

~~2.4.0 Online Bid Preparation and Submission of Bids:-~~

~~All Bids shall be supported by EMD paid online through web portal. Bid submission involves following steps.~~

- ~~• Entering Fee Details (if applicable).~~
- ~~• Entering EMD Details.~~
- ~~• Fee Confirmation.~~
- ~~• Uploading documents.~~
- ~~• Bid Confirmation.~~

~~Bidder will have to validate the EMD payment, if the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid e Tender.~~

~~E tendering process will be conducted through <https://mahatenders.gov.in> the e tendering portal of Govt. of Maharashtra in association with National Informatics Center (NIC), Department of Information Technology & State Bank of India for e payment. To participate in e tendering, the intending Bidder/Contractor shall register themselves in the website of <http://mahatenders.gov.in> Detailed information for registration and submission of Bid/offers through e tendering process are available in "Bidders Manual kit" given on home page of www.mahatenders.gov.in There are no charge for registration for bidders/Contractors.~~

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

~~NOTES:-~~

~~a. The Contractors upload a single document or a compressed file containing multiple documents in PDF/XLS/RAR/DWF formats.~~

~~2.6.0 Submission of Bid Seal (Hash) of Online Bids:~~

~~DELETED~~

~~2.7.0 Generation of Super Hash:~~

~~DELETED~~

~~2.8.0 Decryption and Re Encryption Online Bids:~~

~~DELETED~~

2.9.0 Submission Of Earnest Money Deposit & Cost Of E-Tender Form:

Earnest Money Deposit (EMD) which should be paid through DD as specified at **Sr.No.4.6.4** of Section IV . Earnest money in any other form or cash or cheques will not be accepted.

However, no exemption to any bidder shall be allowed from payment of earnest money deposit, though it is specifically mentioned in Registration Certificate

The amount of EMD will be forfeited, in case a successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Executive Engineer, and complete the contract documents. In all other cases, EMD will be refunded to the bidder during the bid preparation by Concerned Divisional Office.

~~Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment four days in advance.~~

~~2.9.1 Vendor must read.~~

- ~~a. Online Payment Guide for SBI Corporate Internet Banking Account Holder~~
- ~~b. Bid Submission Online Payment Procedure for Bidders~~
- ~~c. Help for contractors~~
- ~~d. Information about DSC~~
- ~~e. Resource required~~
- ~~f. Bidder manual kit~~

Bidder Manual Kit		
Sr. No.	Particulars	Downloads
1	Notice to Bidder for e-Bid Submission	Notice to Bidder
2	Registration of Bidder	Bidder Enrolment
3	Uploading of My Documents	My Documents
4	Online e Bid Submission	Single Cover, Two Cover, Three Cover, Four Cover
5	Online Bid Withdrawal	Bid Withdrawal
6	Online Bid Re Submission	Bid Resubmission
7	Clarifications (Tender Status, My Archive...)	Clarifications
8	Trouble Shooting	Trouble Shooting
9	BoQ Preparation Guideline	Percentage Rate

~~Tender form and any relevant documents are not be sold /issued manually from offices~~

- ~~1. Tender Forms can be downloaded from the e Tendering Portal Government of Maharashtra i.e., <https://mahatenders.gov.in>~~
- ~~2. There is no charge to download the documents from website.~~
- ~~3. The date and time for online submission of envelopes shall be strictly followed in all cases, as per **Key Dates**. The bidder/ Contractor should ensure that their tenders are submitted online before the expiry of the scheduled date and time, as per **Key Dates**. No delay on account of any cause will be entertained. Tender(s) not submitted online shall not be considered.~~
- ~~4. If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.~~
- ~~5. Tender shall be submitted in two Envelopes i.e., **Technical Bid in Envelope 1 & Price Bid in Envelope 2** through e Tendering procedure only on <http://mahatenders.gov.in> portal.~~
- ~~6. The Two Bids offer must be submitted along with document(s) as per the guidelines given in tender document by e Tendering procedure only. For more detail visit "Bidders Manual Kit" page, whose link is given on home page of e tendering portal <http://mahatenders.gov.in>~~
- ~~7. For technical bid bidder / Contractor has to make sure that there should not be any space or special character in the file name. All the technical documents should be in .pdf format. Eg. "Registration certificate.pdf" is wrong file name. The correct file name would be "registration_certificate.pdf".~~

- ~~8.~~ The documents uploaded in the technical bid will be scrutinised by the evaluation Authority as per the document asked in the tender notice and tender document. The decision of the tender Evaluation Authority shall be final and binding in this regard.
- ~~9.~~ Bidder/ Contractor, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF (for technical bid) and excel file formats (Microsoft Excel 2003 and above file) for Price Bid.
- ~~10.~~ In case of technical bid, if there is more than one document, they can be clubbed together. i.e., for each cover of online envelope only single file need to be uploaded.
- ~~11.~~ For e.g., to upload document having multiple pages, bidder has to scan them as single document.
- ~~12.~~ For technical bid, bidders have to make sure that there should not be any space or special character in the file name. All the technical documents should be in .pdf or .rar format e.g., "Registration certificate.pdf" "Registration certificate.rar" is wrong file name. The correct file name would be "registration_certificate.pdf" "registration_certificate.rar".
- ~~13.~~ For Price Bid, do not modify the Price Bid predefined name or sheet name of Price Bid.
- ~~14.~~ Only Green cells of Price Bid are for data entry. Do not use cut, copy or paste while data entry into the Price Bid sheet. Any violation on the Price Bid shall be subjected to rejection of the bid. Before uploading Price Bid kindly confirm that entries, details in Price Bid has been saved correctly.
- ~~15.~~ It is important to note that, the bidder/ contractor has to Click on the 'Freeze Bid Button', to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and shall not be considered for evaluation purposes.
- ~~16.~~ For any queries relating to this e-Procurement Portal, please call 24 x 7 Toll Free No. 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.
- ~~17.~~ All queries will be answered in English / Hindi only.

2.10.0 Opening of Electronic Bids:

- ~~1.~~ The Contractors/ his authorised representative may remain present in the Office of the Tender Opening Authority at the time of opening OR can view all the opening and evaluation stages as well as all view technical and financial documents of all the participants in this tender. Otherwise, further complaints regarding tender opening process will not be entertained. Bidders can also view the summary of opening and evaluation uploaded by competent authority during below stages online using their logins.
- ~~2.~~ The Competent Authority receiving the Bids shall first decrypt the received bids and verify the Tender Fees and Earnest Money Deposit.
- ~~3.~~ The Competent Authority will first open and download the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process in technical evaluation stage.
- ~~4.~~ The financial bid will be opened after technical evaluation, the financial opening date and time will be decided after technical evaluation by competent authority.
- ~~5.~~ Only technically qualified bidders are eligible or appear in list of financial opening.
- ~~6.~~ After financial opening and evaluation, the Award of Contract is also made available online for the bidders.

2.11.0 Key Dates

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

2.12.0 Eligibility

This invitation of bids is open to all bidders who will satisfy the qualification criteria given in **section III** of this tender document.

2.13.0 Information and Instructions to Applicants

2.13.1. On line tenders in B-1 forms are invited by the Corporation from the contractors for the work, details of which are given in Section III of this Tender document.

2.13.2. Contractor should download Main Tender documents from the website: <https://mahatenders.gov.in>.

2.13.3. Main Tender Documents shall be digitally signed and uploaded.

2.13.4. Any overwriting or correction shall be attested. All pages of the Main Tender Document shall be numbered and should be submitted as package with a signed letter of transmittal.

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

2.13.6. Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.

2.13.7. The applicant is encouraged to attach any additional information, which he thinks necessary in regards to his capabilities. No further information will be entertained after submission of Main Tender Document unless it is requested by the Vidarbha Irrigation Development Corporation, Nagpur, (hereinafter referred to as VIDC or Corporation).

2.13.8. Prescribed forms as required in this tender booklet duly completed and digitally signed should be uploaded on web-site along with all relevant documents. The documents submitted in connection with the post-qualification shall be treated as confidential and will not be returned.

The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the VIDC, Nagpur 440 001 under any circumstances.

It shall be binding for all bidders to inspect the site location, location of quarry area and other important site locations relating to the work before filling for the tender.

The officer calling for tender have fixed three site locations for Geo-Tagging for effective site visit. Detail of the same are mentioned in para no. 4.5 of section IV scope of work.

Bidder himself or his authorised representative shall carry out Geo-Tagging and shall submit authority letter as prescribed in tender & declaration of Geo-Tagging in the drop box at site, The authority letter shall be duly signed and date & time mentioned on it. The bidder or his authorized representative shall satisfy the officer concerned or the officer representing to him by giving his Identity or showing his Identity card. The officer calling for tender or his representative will be available during office hours at the site location during the period **as mentioned in tender notice & key dates** for site visit and carry out the procedure for Geo-Tagging effectively.

~~Its compulsory to all bidder to submit Geo-Tagging in Envelope no.1, otherwise the bid shall not be considered for evaluation.~~

~~2.14.0 Method of Applying.~~

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

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

~~2.14.1 If the application is made by a firm in partnership, it shall be digitally signed by all the partners of the firm above their full typewritten names and current addresses or by a Partner holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.~~

~~2.14.2 If the application is made by a limited company or a Corporation, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence.~~

~~2.15.0 Pre Tender Conference~~

1. No Pre bid conference will be held. Prospective Bidders can ask for clarification on line through online portal up to 7 days before last date of submission (Not including extension, if any). In reply to these queries, common set of deviation (CSD) will be issued on web portal and will be treated as part of tender. If no response is received in respect of any clarification from department/ Corporation till the last date of bid submission, it is to be presumed that no changes have been made to any tender condition. No further queries will be entertained after this cutoff date.
2. The e tender submitted by the bidder shall be based on the clarification, additional facility issued (if any) by the Corporation and this tender shall be unconditional. Conditional tenders will summarily be rejected as non-responsive.
3. All bidders are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be rejected as non responsive.

2.16.0 Revision or Amendment of Tender Documents :

Right is reserved to revise or amend the tender document released on website, prior to time instance specified in time schedule and may be displayed on website.

2.17.0 Bidder to Inform Himself Fully :

The bidder shall be deemed to have fully acquainted himself with,

1. The work and site conditions.
2. Conditions in B-1 form, special conditions, specifications, schedules and drawings, common set of conditions issued.
3. Various leads and lifts involved in the works and materials of construction.
4. His own various quarries for construction materials, their availability and adequacy etc.

2.18.0 Earnest Money :

All bidders shall pay entire E.M.D. & the mode of payment is indicated as specified at **Sr. No. 4.6.4 of Section IV**. No exemption to any bidder shall be allowed from payment of earnest money deposit.

E.M.D. shall be paid online through bank account of his own by the contractor, Contractor shall submit the undertaking that the Earnest Money Deposit (EMD) has been paid through his bank account and he will be responsible for any legal action under Indian Penal Code (IPC) & The Information Technology Act 2000 if it is found false.

2.19.0 Additional Earnest Money :-

DELETED

2.20.0 Refund of Earnest Money :-

After opening of the offer the E.M.D. of bidder's other than L1 & L2 will normally be refunded. In the case of successful Bidder, the earnest money will be refunded after signing of contract documents and payment of security deposit. In case of L2 Bidder EMD will be refunded after issue of work order to successful bidder.

Earnest money amount shall not carry any interest whatsoever.

2.21.0 Security Deposit:

A sum as mentioned at **Sr. No. 4.6.5 of section IV** will have to be deposited by the successful Contractor at the time of completing the contract documents.

The security deposit may, unless otherwise specified in the special conditions, be deposited by the contractor in the form of Demand Draft or irrevocable Bank Guarantee from any Nationalized or Scheduled Bank's for a period equal to the time limit plus the period of defect liability. **(Mentioned at clause 20 of General Conditions of Contract B-1 Tender form)**

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

2.22.0 Additional performance security

In case of offer below the cost put to tender as per Government of Maharashtra WRD Resolution No.Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai Date 23.06.2020 & WRD Resolution No. Tender 0417/ CNo.247/17/MP-1, Mantralaya Mumbai Date 30.11.2018 & PWD Govt. Resolution No CAT/2017 on Date 07.03.2019

Condition Regarding payment of performance security, if offer quoted by the bidder is below the cost put to tender.

i) If the bidder quotes his offer from More than 1 (One) to 10% below of the cost put to tender, bidder shall submit the Demand Draft or Bank Guarantee or FDR of the amount equal to 1% of cost put to tender subject to minimum of Rs.1000/- towards additional performance security.

ii) If the bidder quotes his offer between 10% to 15 % below (offer More than 10%) the cost put to tender, bidder shall submit the Demand draft or Bank Guarantee or FDR of the cumulative amount which is equal to the amount by which offer is more than 10% below plus the amount as per (i) above in the Envelop No.2 of tender. (For example, for 14 % below rate, 1% + (14%-10%) i.e., 4% , then total 5% of the cost put to tender. Under no circumstance performance security will be less than Rs. 1000/-.

iii) If the rate quoted by the bidder is more than 15% below than cost put to tender, then total

additional performance security will be calculated at twice the rate of percentage above 15% as per following example [e.g. for 19% Below, $[6\% + (19\% - 15\%) \times 2\%] = 14\%$]. Under no circumstance's performance security will be less than Rs.1000/-.

- iv) For bidder submitting their bid more than 10% below than cost put to tender, they will be required to submit detailed work program. This detailed work program will be thoroughly examined for possibility/viability of completion of work at quoted rates. Contractor shall be required to submit his written acceptance of this condition before accepting bid.
- v) The amount of additional performance security shall be calculated on rounding of contractor's offer upto two decimal places.
- vi) **Demand draft or Bank Guarantee or FDR** shall be drawn in the name of Executive Engineer, Gosikhurd Rehabilitation Divisional Unit Nagpur.
- vii) Demand draft/ Bank Guarantee/FDR shall be drawn from Nationalised or Scheduled Bank or Public Sector bank only.
- viii) The Bank Guarantee **shall be valid upto One month after completion of defect liability period** from the date of submission of Bank Guarantee.
- ix) L-1 bidder shall submit the Demand Draft/ Bank Guarantee/FDR in the office of the **Executive Engineer, Gosikhurd Rehabilitation Divisional Unit Nagpur, Nagpur** within **8 days** of opening of Envelope-2. This duration of 8 days will not be relaxed under any circumstances. Name of work and e-tender number shall be written on the envelope. Failure to do so will result in forfeiture of EMD and the Contractor shall debar from participating in any bid of Water Resource Departemnt / Corporation **for next 2 years**. Only L1 bidder shall submit the additional performance security after opening of the financial bid.
- x) The Executive Engineer will refund the amount of performance security **within 1 months from satisfactory completion of work**.
- xi) Earnest Money Deposite /Security Deposite/ Additional Performance Security of the bidder/ contractors shall be forfeited, if bidder submits false documents / Demand Draft/ Bank Guarantee from period of submission of bid to completion of defect liability period. Also, the contractor shall be debarred from participating in any bid of Water Resources Department for **next 3 Year**.
- xii) Executive Engineer shall issue the work order only after encashing the Demand Draft of the lowest bidder.

2.23.0 Manner of Online Submission of E-Tender and its Accompaniments

Main Tender Documents are to be prepared & submitted online as per instructions of E-tendering and upload on web site by digitally signed wherever necessary.

The detailed step by step procedure for uploading the Main Tender Documents, required Tender papers, Payment of tender fee, and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms online.

The contractor shall submit documents listed below in Envelope – I (Technical)

Note :- Contractor has to ensure that the attached documents are arranged serially as enlisted in check list before submitting the documents. Contractor will be solely responsible for any of his documents remaining unevaluated on the grounds of not submitting documents in proper sequences.

All attachments should be serially numbered.

- i. Scanned copy of **Geo-Taged Photograph with longitude, latitude & date and time** on it, as mentioned in Geo-Tagging Declaration. परिशिष्ट-5
- ii. Scanned copy of **Letter of Transmittal**.
- iii. Basic information of bidder in **FORM-1**.
- iv. Scanned copy of payment of EMD.
- v. Scanned copy of PAN card.
- vi. Information of work in hand under VIDC, Nagpur in **FORM-7**.
- vii. Scanned copy of **GST Registration certificate** provided as per GOI GST Act 2017.
- viii. ~~Scanned copy of **FORM 3, FORM 4, FORM 5 & FORM 6**.~~
- ix. Scanned copy of Deed of Partnership or Article of Association and Memorandum of Association for Limited Company **duly registered/ notarised**.
- x. Scanned copy of **Power of Attorney, duly registered/Notarised**.
- xi. Scanned copy of **Registration & Latest Professional tax clearance certificate**/challan .
- xii. ~~Scanned copy of **Employees provident fund registration and its clearance, if required**.~~
- xiii. Scanned copy of **APPENDIX-J** on letter head duly signed.
- xiv. Declaration of contractor in **APPENDIX-F**.
- xv. **UNDERTAKING 1-** Undertaking of contractor regarding performance. On letter-head duly stamped and signed.
- xvi. **UNDERTAKING 2-** Undertaking about inclusion of all works in hand and correctness of the data. On letter-head duly stamped and signed.
- xvii. **UNDERTAKING 3-** Undertaking about Personal and Plants & Equipments. On letter-head duly stamped and signed.
- xviii. **UNDERTAKING 4-** Undertaking about EMD & Performance Security. On letter-head duly stamped and signed.
- xix. **UNDERTAKING 5-** On letter-head duly stamped and signed.
- xx. **ANNEXURE-I** of Section VI Self Evaluation Sheet duly completed and filled by bidder.
- xxi. परिशिष्ट-6 of Section VI on stamp paper of Rs.100/- as per WRD GR.Tender 0417/(Pra.Kra.247/17)MoPra-1 Dt.18/10/2023.

NOTE :-

- 1) Contractor submitting false and misleading information will be liable for forfeiture of EMD/SD/ Performance Security and will be banned from participating in any tender process of Water Resources Department for a period of Three Years.
- 2) Bidder shall not be permitted to submit any documents other than performance security, However Corporation/ Government/ Water Resources Department reserves the right to seek additional clarification/information, if required.

2.23.1 False information and documentation given by contractor shall be liable for action under Indian Penal Code (IPC) & Information Technology Act 2000.

2.24.0 Technical Bid (Eligibility Criteria) -

Eligibility criterias as prescribed in para 3.3 Section -III are applicable.

2.25.0 Financial Bid: in Envelope – II (Commercial)

The bidder should quote his offer in the form of percentage below or above estimated cost given in Schedule-B of tender documents. This is to be done online at the place made available.

The second e-envelope mentioned on the portal as “**Commercial e-Envelope C-1**” shall contain the offer made on the screen online, And

- i. Upload Blank Tender Copy Issued and Digitally Signed ,
- ii. Signed copy of common set of deviations (CSD), if applicable.
- iii. Offer to be submitted Online, for Price/commercial Bid.

Note: - (i) and (ii) should not be uploaded among other documents in envelope-I.

2.26.0 DELETED

2.27.0 Instructions to be Considered While Quoting Tender Offer

The bidder should quote his offer in the form of percentage below or above estimated cost given in Schedule ‘B’ at appropriate place both in figure and words. The contractor shall quote for the work as per details given in the main tender viz. conditions in B-1-form, special conditions of contract, specifications, common set of conditions issued / additional stipulations made by the Corporation which will be available at the e-tendering portal from time to time.

2.28.0 Income Tax Deduction

Income tax is to be deducted from the sums to be paid to the contractor for the works carried out at the rate of 2 % of the gross amount or at the rates revised from time to time, and surcharge on Income Tax & Education Cess as per prevailing Government orders issued from time to time by Competent Income Tax Authority.

2.28.1 Good & Service Tax (GST)

As the tender cost is exclusive of GST, therefore bidder shall quote his rate without considering GST. Though the tender rates are not inclusive of GST , the contractor shall pay GST as per the provisions contained under GST Act 2017 on the amount of bill of the work done as per the prevailing rate of GST during the period of work done as applicable. This amount of GST paid by the contractor as per prevailing GST rules, will be reimbursed to the contractor on production of proof of payment of GST to the concern department of Government.

At the time of payment, T.D.S. under GST @ rate 2% (1% CGST and 1% SGST/IGST as applicable) or at prevailing rate as per Government notification shall be deducted from bill amount.

2.29.0 Quantities Put To Tender :

The quantities given in Schedule ‘B’ for various items are approximate. Some of the items of

works put to tender are likely to be executed departmentally, till the contract agency is fixed. Such quantities which would be executed till the fixation of contract will stand deducted from the quantities entered in the Schedule 'B' at the time of signing of contract. The contractor should take cognizance of this fact and no claims will be tenable on account of such reduction in quantity. There may also be variation in quantities on account of change or modifications in design and no claims will be tenable on account of such reduction / increase in quantity. The quantities of items on which the Corporation has carried out the work, as measured on the date of work order shall stand deducted from the quantities stipulated in Schedule 'B' as put to tender by the Corporation .

2.30.0 Tender Units :

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

2.31.0 Mode of Measurement:

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

2.32.0 Validity for Offer Days:

The offer shall remain valid for a period of **60 days** from the date of the opening of Financial Bid tender and thereafter until it is withdrawn by notice in writing by the bidder, to Executive Engineer and Superintending Engineer. Such notice shall be sent by Registered Post Acknowledgment Due (RPAD). If the acceptance of tender is not communicated within 90 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

2.33.0 Opening of Tenders: Technical & financial Bid

The Contractors or his duly authorised agent may remain present in the Office of the Tender Opening Authority at the time of opening of Technical & Commercial Bids otherwise no complaint will be accepted after opening of Bid. However, the results of the Commercial Bids of all Contractors shall be available on the Government of Maharashtra e-Tendering Portal on <http://mahatenders.gov.in> immediately after the completion of opening process.

Financial & Technical Bid of all the bidders will be opened on line to verify its contents as per requirements. The bidder shall meet the requirement. If the various requirements as specified at Section III & IV are not uploaded or verification of the same do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said bidder's Financial Bid will not be considered for further action. In this regard, guidelines given in **Water Resources Department GR No.Tender 0417/c.no. 247/17 M.P.-1 Mantralaya Mumbai Dated 30/11/2018 & WRD Govt. Resolution no.Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai Date 23.06.2020** will be followed. The decision of tender opening authority will be final & binding to all bidders.

2.34.0 Evaluation of Tenders

Prior to opening & evaluation of financial bids , the opening authority will determine whether each bid meets the eligibility criteria defined in Section- III and substantially responsive to the requirement of bidding documents

2.35.0 Acceptance Of Tender :

Before acceptance the successful bidder will be called for negotiation by appropriate officers of

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

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

2.35.1 Substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. In this regard, guidelines given in **Water Resources Department GR No.Tender 0417/c.no. 247/17 M.P.-1 Mantralaya Mumbai Dated 30/11/2018 & WRD Govt. Resolution no.Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai Date 23.06.2020** will be followed. The decision of tender opening authority will be final & binding to all bidders.

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

2.36.0. Signing Of Tender Documents:

Successful bidder will have to sign the contract with Executive Engineer in the form of tender document released on web site. The documents/information submitted by the contractor during Tender Evaluation and Minutes of pretender conference/ common set of condition documents related to negotiations shall also form a part of contract.

The bidder shall submit original or attested documents to verify and to confirm about what are uploaded by him at the time of e-tender process. And if any deviation is observed, the acceptance of the tender shall out-right be cancelled and further suitable action shall be initiated against the bidder / bidder.

The successful bidder should produce to the satisfaction of the competent authority accepting the tender a valid and current license issued in his favour under the provisions of contract Labour (Regulation and Abolition) Act, 1970 and the Maharashtra Contract Labour (R & A) Rules, 1971, before signing the contract.

2.37.0 Professional Tax

Valid Certificate of registration with the professional Tax officer of the district in form 'IA' certificate of registration under section 5(1) & 5(2) of Maharashtra State Tax on professions, trades, callings & Employment Act 1975 form is as follows.

PROFESSIONAL TAX CLEARANCE CERTIFICATE

This is to certify that M/s..... of (address of registered dealer under the Maharashtra Government Tax on professions. Trades, Callings and Employments Act No. XVI of 1975) holding Registration Certificate No..... and w.e.f. and under section 5 (1)& 5 (2) respectively.

The said dealer has paid all tax dues up to 31st March..... (Previous year) under the act. The dealer has paid the professional tax dues for the employees mentioned below.

No	Name of the Employee	Designation
No	Name of owner carrying on profession status	Designation

There are no Professional Tax dues outstanding against the dealer under the Act. This Certificate is valid for ONE year from the date of issue.

Place:

Signature

Date :

Professional Tax Officer

2.38.0 Geo Tagging :

The bidder shall submit duly filled proforma "परिशिष्ट-5" in given prescribed format in Envelop No.1 The bidder shall fill up necessary information like details of person visiting the site, schedule date and time of geo-tagging and shall be self attested and shall be submitted in Envelop No.1

The bidder shall upload the geo tagged information along with photographs taken at site in the Envelop No.1 as per instructions given in section condition of contract condition No.72. If not uploaded bid will be treated as non responsive and will not be evaluated.

As the bidder or his representative has physically visited the site before bid submission and verified the complexities of the site for the work, also availability of construction material, labour, access to the site. Hence the bidder will not have right to claim for / against non availability of construction material or availability of material in quarries in required quantum and desired quality and also can not claim against non availability of labour. Further, bidder can not claim extra lead charges, if material is to be brought from longer distances.

The latitude and longitudes mentioned in clause 72 of special condition of contract are indicative and it is expected by the contractor or representative shall visit to know the site conditions and availability of labour and construction material etc to complete the work.

SECTION - III
ELIGIBILITY
CRITERIA FOR
BIDDER

SECTION-III

ELIGIBILITY CRITERIA FOR BIDDER

3.1 Deleted

3.2 No Evaluation Will Be Done -

- 1) If the any of documents required as per Technical Envelope-1 is not submitted online or/and information given in various Undertakings, Proform's, Forms, Formats, Appendices, etc., as well as "Letter of Transmittal" in various Sections-II, III, IV, VI is incomplete / misleading/ false and such application shall be considered as non-responsive and will not be considered for eligibility.
- 2) If the record of poor performance such as abandoning work, not properly completing contract, inordinate delays in completion and financial failure, is noticed.
- 3) Contractor shall require to produce all original documents when asked to do so. If he fails to produce original documents on specified date, in that case documents submitted by the contractor shall be recorded and not considered for further evaluation.
- 4) If applicant does not submit information in the prescribed format.
- 5) If the applicant does not submit document properly as per procedure given in method of applying.
- 6) If the applicant does not submit the **UNDERTAKINGS 1, 2, 3, 4 & 5 on letter-head duly signed.**
- 7) If the applicant does not submit the **ANNEXURE-I** Section VI Self Evaluation Sheet.
- 8) If the applicant does not submit the **ANNEXURE-II** SectionVI Affidavit before Executive Magistrate / Notary on Stamp Paper of Rs. 500/-.
- 9) Guidelines given in Water Resources Department GR No.Tender 0417/c.no. 247/17 M.P.-1 Mantralaya Mumbai Dated 30.11.18 & WRD Govt. Resolution no.Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai Date 23.06.20 will be followed. The decision of tender opening authority will be final & binding to all bidders.
- 10) (i) If bidder has five or more works having **work order after 05-03-2019** in hand under VIDC at the time of submission of bid.
(ii) Information in **FORM-7** about work in hand under VIDC shall be submitted by bidder.
In case of Non submission of **FORM-7** or submission of incomplete information or submission in different format, the bid will be treated as non responsive.
- 11) If the contractor does not submit **परिशिष्ट-5**, Certificate for Geo-tagging along with Photos showing Longitude & Latitude with date in Envelope No.1 of the tender will not be evaluated.
- 12) In case of any conflict in tender conditions decision of competent authority shall prevail and binding on all parties.
- 13) Decision regarding minor & unimportant documents shall be taken by tender accepting authority & will be final & binding on the bidder.

3.3 Deleted

3.4.0 Bidders may be disqualified, if they have

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

3.5.0 Contractor shall also submit, Undertakings that

- i) "During last five years, no compensation has been imposed on our Firm / Company on account of slow progress of any work or any other cause. Also neither any work is left abandoned, in-complete by our Firm / Company" duly stamped and signed.
- ii) "All/whole information submitted by our Firm / Company online, is true, correct, updated till of online submission, wholly complete to the best of my knowledge and belief and as per records and nothing is hidden/ concealed, disclosed, false or misleading." Duly stamped and signed.
- iii) "I understand that the information submitted by the bidder in original certificates is found tampered or certificates are found fake in future, then Bidder shall be black listed, his EMD/Security Deposit/Performance security shall be forfeited, and appropriate action shall be taken."
- iv) "Certified that the above information is true, correct, updated till date of online submission to the best of my knowledge and belief and as per records, contents in Registered Joint Venture and nothing is hidden/ concealed, false or misleading. No further information remains to be supplied."

3.6.0 Tender process will be governed by as per GoM Water Resources Department GR's 1) GR no. Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai dt 30/11/2018, These G.R. are available on website www.maharashtra.gov.in with amendments vide following G.R 2) GR no.Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai dt 12/12/2018, 3) GR no.CAT/2017/C.No. 08/IM-2 Mantralaya Mumbai dt 07/03/2019, 4) GR of Corrigendum no.Tender 0417/C.No. 247/M.P.-1 Mantralaya Mumbai dt 13/09/2019 5) Water Resources Department Govt. Resolution no.Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai Date 23.06.2020. 6) GOM WRD Govt. Resolution No.3/Tender/0417/म.प्र.247/M.P.1 Mumbai Date 8.4.21 or any other relevant GR/Circular issued by GoM/Corporation in this regard. These instructions are binding and non negotiable.

Qualification Criteria

As per GR no. tender 0417/(P.No.247/17)/MoPR-1 dated 18/10/2023, for Survey work assessment shall be done by **Quality and Cost Based Selection (QCBS)** method prescribed as per Annexure-2 in said govt. resolution and attached with necessary documents.

Annexure-2

1) Technical Score (S_T)

The following method should be followed to calculate the **Technical Score (ST)**

Sr. No.	Particular	Criteria	Points to be considered for technical assessment						
1.	Annual maximum turnover of bidder for previous adjacent five consecutive Financial Years. (1 st April to 31 st March)	At least 75% of the Annual Cost of tendered work $\text{Annual Cost} = \frac{\text{Cost Put to tender}}{\text{Duration of Work (in Years)}}$	Total Mark - 20 <ul style="list-style-type: none"> • Minimum qualifying Mark - 10 • Max marks - 20 • Bidder without minimum qualifying marks will be disqualified. $\text{Bidders Marks} = \frac{\text{Annual Turnover of Bidder}}{\text{Minimum Expected Annual Turnover}} \times 10$						
2.	Bidder must have completed at least one similar type of work amounting equivalent cost. Minimum equivalent cost of such work should be	At least 30% of Cost put to tender	Total Mark - 20 <ul style="list-style-type: none"> • Minimum qualifying Mark - 10 • Max mark - 20 • Bidder without minimum qualifying marks will be disqualified. $\text{Bidders Marks} = \frac{\text{Cost of Similar Type work Completed by Bidder}}{30\% \text{ of Cost put to tender}} \times 10$						
3.	Manpower & Machinery	As prescribed by Engineer-in-Charge	Total Score - 30 Bidder will be disqualified if does not have minimum technical manpower & Machinery.						
4.	Capacity of Bidder, Procedure, Planning of work & Attitude towards work	Based on Presentation of executed & in-progress works by Bidder to Engineer-in-Charge <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Points under Consideration</th> <th style="width: 30%;">Marks</th> </tr> </thead> <tbody> <tr> <td>Past experience of similar type measurement work and survey</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Past experience of valuation work pertaining to above measurement</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Points under Consideration	Marks	Past experience of similar type measurement work and survey	10	Past experience of valuation work pertaining to above measurement	10	Total Score – 30
Points under Consideration	Marks								
Past experience of similar type measurement work and survey	10								
Past experience of valuation work pertaining to above measurement	10								

		Presentation for proposed work	10	

In this way the **Technical Score (S_T)** of bidder shall be assessed. Bidder with less than 70 marks will be disqualified.

2) Financial Score (S_F)

Lowest bid (L1) will be given as 100 marks as Financial Score (S_F) & Financial Score (S_F) for bid submitted by other bidder will be evaluated according to their cost as below.

$$S_F = 100 \times (F_L / F)$$

$$S_F = \text{Financial Score (Economic Assessments)}$$

$$F_L = \text{Lowest Bid price}$$

$$F = \text{Price quoted by bidder}$$

3) Technical Quotient (T) & Financial Quotient (F)

Technical Quotient (T) for this tender shall be 60% & Financial Quotient (F) for this tender shall be 40%.

4) Joint Assessments (S)

The joint evaluation (Weighted Score) of the tender should be decided by taking into consideration the technical evaluation (S_T) and Financial evaluation (S_F) of the tender and their Quotients.

$$S = (S_T \times T) + (S_F \times F)$$

$$S = \text{Weighted Score}$$

$$S_T = \text{Technical Score}$$

$$S_F = \text{Financial Score}$$

$$T = \text{Technical Quotient}$$

$$F = \text{Financial quotient}$$

The tenderer who obtains the highest combined score (S) shall be awarded the tender.

completion of work in all respect, before rainy season, the contractor should have following machinery or equipment in good condition owned or to be hired or leased leased by him.

Sr No	Description of Equipment	Capacity	Own/rental equipment	Minimum Number Required
1	AutoCAD/Drafting Software	2	1	5

Total marks

05

Details of technical personnel

Sr. No .	Description Of Personnel	Minimum Number Required	Total Experience (year)	Experience in similar type of work(year)	Max marks
1	2	3	4	5	6
1	Engineer	1	10	5	8
2	Valuation Expert	2	7	5	10
3	Computer /typing expert	2	1	1	3
4	Auto Cad draughtsman	2	3	1	4

Total marks

25

SECTION - IV
WORK SPECIFIC
INFORMATION

SECTION - IV

WORK SPECIFIC INFORMATION

Name of Work: Estimate For Taking measurements and valuation for existing houses at Nerala and Adyal Village.

(A) STATUS OF THE PROJECT

(A) Not yet started.

(C) CLIMATIC CONDITIONS

The climate condition at work site is fair weather the Now summer season is going to excute the work properly . climate condition is to good to execute propose work

(D) SCOPE OF THE WORK.**(E) INFORMATION ABOUT WORK SITE.**

The information on following points is given in this Annexure.

Particulars	:	
1. Location of work	:	Nerala Village
2. Nearest railway station	:	Warthi
3. Roads	:	Bhandara-Pauni Highway
4. Nearest Telephone &Telegraph facility.	:	Adyal
5. Nearest Petrol and Diesel Pump	:	Adyal
6. Land Acquisition	:	Not Required .

1. DETAILS OF WORK.**(Para 3 of Detailed Tender Notice)**

1.1 Name of work	:-	Estimate For Conducting Bathymatric Survey and other associated works for Gosikhurd Reservoir Dist. Bhandara
1.2 Estimated cost put to tender	:-	Rs.2798736/-
1.3 Earnest money (EMD)	:-	Rs. 28000/-
1.4 Security Deposit	:-	
a) (i) Initial 1 %	:-	Rs. 28000/-
a) (ii) From R.A. Bills1 %	:-	Rs. 28000/-
b) Additional (If required)	:-	---
1.5 Date, time and place of pre-tender conference :	:-	Not Applicable
1.6 Class of contractor	:-	Other
1.7 Period of completion of work	:-	03 Calendar Months

4.0 PERIOD OF COMPLETION AND PROGRAM OF WORK

(PARA 13 to special conditions of contract)

4.1 Period of completion including monsoon period: **03 Calendar Months**

4.2 *THE CONSTRUCTION PROGRAMME IS GIVEN, BASED ON WHICH THE PHYSICAL PROGRAMME IS PREPARED. IF THE TENDERER DOES NOT AGREE WITH THIS PROGRAMME, HE SHALL SUBMIT HIS OWN PROGRAMME WITHOUT CHANGING TOTAL PERIOD OF TENDER ALONGWITH TENDER DOCUMENTS INCLUSIVE OF THE PHYSICAL PROGRAMME, SUBJECT TO THE PROVISION THAT 50% OF THE WORK SHALL BE COMPLETED IN 50% OF THE CONTRACT PERIOD.*

NOTE

- (1) The Contractor shall submit his month wise requirement of funds within 15 days of the signing of contract.
- (2) The delay in work from the above schedule will attract the provisions of Compensation for delay vides clause 2 Conditions of Contract (B-1) form.

**5.0 Updated estimated cost of the work based
Upon schedule of rates for the year when
Tenders were invited. : **Rs. 2798736/-****

4.6 Details of Work

(Para of Detailed Tender Notice)

4.6.1	Name of work	Estimate For Taking measurements and valuation for existing houses at Nerala and Adyal Village.
4.6.2	Estimated Cost	Rs. 27,98,736/-
4.6.3	Tender Fee for financial bid (Cost of blank tender form)	Rs. 2000/-+ GST 18 % 360/- = Rs.2360/-
4.6.4	Earnest Money (Earnest Money Deposit)	Rs.28000/-
4.6.5	Security Deposit (As per Para 2.21.0 of Section-II)	
	A) Initial 1%	Rs. 28000 /-
	B) Through R.A. Bills - 1%	Rs. 28000 /-
	C) Additional (if required) (in case of increased cost of work, Clause 38 EIRL etc. at of the increased cost.	As Applicable
	D) If the bidders offer is more than 10 % of cost put to tender, then security deposit will be increased in that proportion as per applicable rate mentioned in the tender and contractor has to deposit this additional amount before issuing of work order.	As Applicable
	Total	Rs. 56000/-
4.6.6	Date, Time and place of Pre Tender Conference.	No pre bid conference will be held. Prospective bidder can ask for clarification on line through online portal upto 7 days before last date of submission (Not including extension, if any). In reply to these queries, common set of deviation (CSD) will be issued on web portal and will be treated as part of tender. If no response is received in respect of any clarification from department/ corporation till the last date of bid submission. It is to be preassumed than no charges have been made to any tender condition. No further queries will be entertained after this cutoff date.
4.6.7	Class of Contractor	-
4.6.8	Period of completion of work.	03 Months (Including Monsoon)
4.6.9	Contact Details of Executive Engineer Address and Account details	Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Nagpur. Email: dyeegrddgp1@gmail.com Phone:.....0712-2561506

4.6.10	Contact Details of Superintending Engineer & Address	Superintending Engineer, Gosikhurd Project Circle, Sinchan Sewa Bhavan, Civil Lines, Nagpur-440 001 Email: segpcnag@yahoo.co.in phone: 0712- 2564182
4.6.11	Contact Details of Chief Engineer & Address	<p>The Chief Engineer, Gosikhurd Project Water Resources Department, Nagpur Sinchan Sewa Bhavan, Civil Lines, Nagpur-440 001 Email: cegpदनagpur@gmail.com</p> <p>The bid for the work shall remain open for acceptance for a period of 60 days from the date of opening of financial bid. If any bidder withdraws his bid/ tender before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of tender shall stand forfeited.</p> <p>Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding Documents which is available in web-site https://mahatenders.gov.in The scanned copies of original Documents should be uploaded on above mentioned web-site as per Para 2.23 & 3.5 of this Tender Booklet and should be produced for the verification on demand after opening of the Technical bid if required for verification. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal https://mahatenders.gov.in away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location on the next working day. Date, time and place of opening of BOQ shall be intimated separately. Clause of performance security is introduced and that will be governed as mentioned in tender.</p>
4.6.12	Tender (online) Opening Authority	Authority reserves the right to reject any or all the tenders without assigning any reasons

Contractor

No of Corrections

SDO/AE1

Executive Engineer

		thereof
4.6.13	Date & time of (online) opening of tender	
4.6.14	Name of the tender accepting authority	Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Nagpur. Email: dyeegrddgp1@gmail.com Phone:.....0712-2561506
4.6.15	Venue of Opening	Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Nagpur. Email: dyeegrddgp1@gmail.com Phone:.....0712-2561506
4.6.16	Any addendum / corrigendum /cancellation	Can be Seen on notice board of the office of the Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Nagpur
4.6.17	Bid Documents	
4.6.18	Bid Documents acceptance period	
4.6.19	Other details	
4.6.20	Documents to be uploaded	
4.6.21	Additional Security Deposit	
4.6.22	Authority of Right to reject	

4.7 PERIOD OF COMPLETION AND PROGRAMME OF WORK

(Para 13 to special condition of contract)

1 Period of completion of work : **02 Months** (Including Monsoon).

2 The construction programme is enclosed at the end of the schedule 'D' of tender document. Based on which the physical programme is prepared. if bidder does not agree with this programme he shall submit his own programme without changing total period of tender along with tender documents inclusive of the physical programme. Subject to the provision that 50 % of the work shall be completed in 50% of the contract period.

4.8 Price Variation Information (Vide Para 33 of special conditions of contract)

Sr No	Component	Centre/Place	Percentage
1	Labour component (K1)	Nagpur	-----
2	POL components (K3)	Nagpur	-----
3	Other material (K2)	Nagpur	-----
4	Bitumen	Mumbai	As per Actual
5	TMT/Mild Steel	All India	As per Actual
6	Cement	All India	As per Actual

4.9 Cost Of Cement, Steel & Bitumen For Price Variation					
	Cost of Cement	-	Rs.	-----	/Bag (Excluding GST)
	Cost of TMT/Mild Steel	-	Rs.	-----	/MT (Excluding GST)
	Cost of Bitumen M.S. Gate	-	Rs.	-	-

SECTION - V

**B-1 - TENDER FORM
SCHEDULE OF WORKS
WORK PROGRAMME**

SECTION - V

B-1 TENDER FORM

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

VIDARBHA IRRIGATION DEVELOPMENT CORPORATION, NAGPUR

Name of Work:- Estimate For Taking measurements and valuation for existing houses at Nerala and Adyal Village.

GENERAL RULES AND DIRECTIONS FOR THE GUIDENCE OF CONTRACTORS

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender published on the notice board in the office of the Executive Engineer. This form will state the work to be carried out as well as the date for online submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money if required to be deposited with the tender, and the amount of the security deposit and performance security if required to be deposited by the successful Bidder and the percentage if any, to be deducted from bills. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer, during office hours.

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

2. In the event of the tender being online submitted by a firm, it must be digitally signed by a partner duly authorized by firm thereof, and in the event of the absence of any partner, it shall be digitally signed on his behalf by a person holding a power of attorney authorising him to do so as mentioned in detailed tender notice.

a) The contractor shall pay along with the tender the sum as stipulated in details of tender as and by way of earnest money.

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

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

3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as firm, in which case 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 online form stating at what percentage above or below the rates specified in schedule-B (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only single percentage on all the estimated rates shall be named.
5. The officers indicated in Detailed Tender Notice or his duly authorised assistant shall open tender online. The system will generate comparative statement in a suitable form. In the event of tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other Documents mentioned in Rule 1. In event of tender being rejected the competent officer shall refund the amount of the earnest money deposited by the contractor, on his giving a receipt for the return of money.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No materials of any type required for the work shall be supplied by the Corporation. All the work shall be executed by the Bidder with contractor's own material(s). The memorandum of work to be tendered for shall be filled in and completed by the office of the Executive Engineer, before the tender form is uploaded on the portal.
8. All work shall be measured net by standard measure and according to the rules and customs of the Corporation and without reference to any local custom.
9. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
10. All corrections, additions or pasted slips should be initialed digitally / physically.
11. The measurements of work shall be recorded by Engineer of the Corporation as per the provisions in the MPW manual & MPW accounts code.
12. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Corporation for the purchase of plant and machinery required for the execution of the work contracted for.
13. The contractor will have to construct shed for storing controlled and valuable materials at work site, having double locking arrangement. The materials will be taken for use in the presence of the Corporation person. No materials will be allowed to be removed from the site of works without prior permission of Engineer-in-Charge.
14. Successful bidder will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act, 1970 before starting work. On failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to corporation.
15. The payment of bills will be made as and when funds are available with V.I.D.C. No claim will be entertained on account of delay in payment due to paucity of funds.

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

1. I / We hereby tender for the execution for the Vidarbha Development Corporation (here-in-before and here- in-after referred to as Corporation) of the work specified in memorandum as enclosed within the time specified in such memorandum at * in figure as well as in words. [.....] % [.....] percent below / above the estimated rates entered in Schedule B (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred in Rule 1 hereof.

2. I / We agree that the offer shall remain open for acceptance for a minimum period of **60 days** from the date of opening the of Financial Bid & thereafter until it is withdrawn by me / us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority.

Earnest Money Deposit (EMD) which should be paid online using payment gateway mode as specified at Sr.No.4.6.4 of Section IV. Earnest money in any other form will not be accepted. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Corporation should I/We fail to (1) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract document as required by the Engineer and furnish the security Deposit and additional security Deposit if any, as specified in item (e) and (f) of the memorandum enclosed within the time limit laid down in clause (1) of Conditions of contract. The bidder should furnish an agreement in the enclosed format as per Annexure 'B' on a non-judicial stamp paper of Rs.100/- The amount of earnest money may be refunded to me / us if so desired by me / us in, writing, unless the same or any part thereof has been forfeited as aforesaid.

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

MEMORANDUM

a.	General description	Estimate For Taking measurments and valuation for existing houses at Nerala and Adyal Village.
b.	Estimated cost	Rs. 27,98,736
		Tender fees to be paid through E- payment gate way
c.	Earnest money (EMD)	Rs. 28000/-
		E.M.D. amount to be paid through DD
d.	Security Deposite (SD)	
	(i) Initial (By Bank Guarantee/ Demand Draft or Bank Guarentee) 1%	Rs. 28000/- [excluding Additional SD]
	(ii) To be deducted from bills 1%	Rs. 28000/- [excluding (i)]
	iii) Total Security Deposit(SD) = 2%	Rs. 56000/-
e.	Additional SD (If required) in the form of Bank Guarantee / Demad Draft.	
	i) 2% of amount by which contract cost increases due to stipulations of Clause 14, 38 and extra Items.	As applicable
	ii) If the bidder's offer is more than 10 % of cost put to tender then security deposit shall be increased in that proportion as per applicable rate mentioned in the tender and contractor has to deposit this additional amount before issuing of work order.	As applicable
f.	Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit (by the time, half the work as measured by the cost of work done is completed).	2%
g.	Time allowed for completion of work from date of written work order.	03 Months (including monsoon)
h.	Defect liability period.	Defect Liability Period will be of 04 Months, Defect liability period to start from the completion date of work .

Dated the _____ day of _____ 20

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

Dated the _____ day of _____ 20

The above tender is hereby accepted by me for and on behalf of the Vidarbha Irrigation Development Corporation, Nagpur as per sanctioned by Chief Engineer, Water Resources Department, Nagpur confidential letter No. _____ Dated _____ and Superintending Engineer and Administrator, Command Area Development Authority, Nagpur confidential letter No. _____ Dated _____ vide **Agreement No. B-1/**

/DL/ 20 - 20

Amounting to Rs. _____ @ _____% _____ on _____ dated

_____. The Agreemented Cost is Rs. -----

सांकेतांक क्रमांक :-

**Executive Engineer
Nagpur Irrigation Division (North)
Nagpur**

ANNEXURE-B
AGREEMENT

Articles of agreement executed on this Day of..... Two Thousand &between the Executive Engineer..... VIDC NAGPUR (hereinafter referred to as VIDC of the one part and Shri..... (Name and address of the bidder) (hereinafter referred to as 'the bounden') of the other part whereas in response to the Tender notice No. Dated.....the bounden has submitted to the VIDC a tender for the work..... specified therein subject to the terms and conditions contained in the said tender.

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

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

1. In case the tender submitted by the bounden is accepted by the VIDC and the contract for work..... is awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an agreement with the VIDC incorporating all the terms and conditions under which the VIDC accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating terms and conditions governing the contract, the VIDC shall have power and authority to recover from the bounden any loss or any damage caused to the VIDC by such breach, as may be determined by the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties, movable and immovable, in the manner hereafter contained.
3. All sums found due to the VIDC under or by the virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable, under the provisions of the Maharashtra Land Revenue Code for the time being in force as though such sums are arrears of land revenue and in such other manner as the VIDC may deem fit.

In witness where of Shri..... Executive Engineer..... for and on behalf of the VIDC and Shri the bounden have hereinto set their hands the days and year shown against their respective signature.

Signed by Shri. _____

Date _____

In the presence of witness.

1. _____

2. _____

SCHEDULE "A"

Name of Work: Estimate For Taking measurements and valuation for existing houses at Nerala and Adyal Village.

Tender Cost: - Rs. 27,98,736/-

MATERIAL TO BE SUPPLIED BY THE CORPORATION – Nil

ADDITIONAL CONDITIONS FOR MATERIAL**(M.S.Pipes, Valves, Cement, T.M.T. Bars , Bitumen etc. to be brought by Contractor)**

1. All materials such as MS pipes, Valves, Cement, M.S. / TMT bars, Bitumen etc. required for execution of work shall be brought by contractor at his own cost.
2. The contractor shall maintain the record of these materials (MS pipes, Valves, Cement, Steel, Bitumen etc.) in the prescribed Proforma and register as directed by Engineer-in-Charge. These registers shall be signed by the contractor and representative of Engineer - in- charge. The register shall be written and completed up to date by the Corporation and shall be signed by both i.e. Corporation representative and contractor's authorized representative. The register shall be in the custody of Corporation and shall be maintained by the Corporation and or his site representative.
3. The material required only for this work shall be kept in godown at site. No material shall be shifted away from the site except for the work for which this agreement is entered, without prior approval of the Engineer-in-Charge.
4. The material i.e. MS pipes, Valves, Cement, Steel, Bitumen etc. brought on the work site shall be accompanied with the necessary Company/Manufacturing firm's test certificates. In addition these materials shall be tested as per frequency prescribed by the corporation and the cost of such testing shall be borne by the contractor. If the results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standard these materials shall be immediately removed from the work site at contractors cost. In case of cement, if so requested by the contractor in writing, material shall be allowed to be used before receipt of test result but this will be entirely at the risk and cost of the contractor.
5. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase receipts etc. for the purpose of material brought on the work site at once if so requested by the corporation.
6. All these material i.e. MS pipes, Valves, Cement, Steel, Bitumen etc. shall be protected from any damages, rain etc. by the contractor at his own cost.
7. The contractor will have to erect temporary shed of approved specifications for storing of above material at work site having double lock arrangement (by double lock it is meant that godown shall always be locked by two locks, one lock being owned and operated by contractor and other by Engineer-in- charge or his authorized representative) and door shall be opened only after lock are opened.

8. If required, the weight of MS pipes, Valves, Cement, Steel, Bitumen etc. brought by the Contractor shall be carried out by the contractor at his own cost.

9. The contractor shall not use cement and other material for the item to be executed outside the scope of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer- in - charge.

10. The Corporation shall not be responsible for the loss of MS pipes, Valves, Cement, Steel, Bitumen etc. during transit to work site. The cement brought by the contractor at the work site store shall mean 50 Kg. equivalents to 0.0347 cum per bag by weight. The rate quoted should correspond to this method of reckoning.

11. In case the material brought by the contractor became surplus owing to the change in the design of the work or otherwise for any reason, the material should be taken back by the contractor at his own cost after permission of the Engineer-in-Charge.

SCHEDULE "B"

Name of Work :- Estimate For Taking measurements and valuation for existing houses at Nerala and Adyal Village.

Item No.	Quantity	Item of Work	Rate in figure	Rate in words	Unit	Total Amount in Rs.
1	1236	Item No. 1 :-Taking Measurement of existing structure/houses in affected villages and filling all relevant documents from house owners in prescribed proforma including preparation of computerized plan,elevation and detailed cross section to be supplied in 5 copies of appropriate scale approved by engineer - in-charge with soft copy in auto CAD with all labour and material complete.	1075.2	Rupees One Thousand and Seventy five and twenty paise only	Ha	1328947
2	1236	Item No. 2 :- Preparation of Estimate including strip binding for valuation of structure / houses in affected village ,preparation of measurement sheet ,abstract sheet and valuation sheet considering year purchase value of different age and printing the document as required by Engineer - in-charge etc complete.	1189.15	Rupees One Thousand One Hundred Eighty nine &Fifteen Paise only	No	1469789
				Total Cost		2798736

Sub-Divisional Engineer
Technical Section -4
Nagpur

Executive Engineer
Gosikhurd Rehabilitation Divisional Unit
Nagpur

SCHEDULE "C"

Name of Work :- Estimate For Taking measurements and valuation for existing houses at Nerala and Adyal Village

As Directed by Engineer In charge

Sub-Divisional Engineer
Technical Section -4
Nagpur

Executive Engineer
Gosikhurd Rehabilitation Divisional Unit
Nagpur

MONTHWISE CONSTRUCTION PROGRAMME

Name of Work : :- Estimate For Taking measurments and valuation for existing houses at Nerala and Adyal Village

SR.NO.	ITEM OF WORK	UNIT	RATE	QUANTITY	AMOUNT	YEAR 2024		
						1	2	3
1	2	3	4	5	6	8	9	10
Item No 1	Taking Measurement of existing structure/houses in affected villages and filling all relevant documents from house owners in prescribed proforma including preparation of computerized plan,elevation and detailed cross section to be supplied in 5 copies of appropriate scale approved by engineer - in-charge with soft copy in auto CAD with all labour and material complete.	House	1075.20	1236	1328947	400000	400000	528947
Item No 2	Preparation of Estimate including strip binding for valuation of structure / houses in affected village ,preparation of measurment sheet ,abstract sheet and valuation sheet considering year purcase value of different age and printing the document as required by Engineer - in-charge etc complete.	House	1189.15	1236	1469789	500000	500000	469789
	Total				2798736	900000	900000	998736

Sub-Divisional Engineer
Technical Section -4
Nagpur

Executive Engineer
Gosikhurd Rehabilitation Divisional Unit
Nagpur

SECTION - VI

FORMS

LETTER OF TRANSMITTAL

To,

Date.

**Executive Engineer
Gosikhurd Rehabilitation Divisional Unit ,
Nagpur**

Subject :- Submission of Main Tender for the work of Taking Measurements and valuation for existing houses at Nerala and Adyal village

Sir,

Having examined the details given in information and instruction to applicants for the work.

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

I (We) hereby certify the truth and correctness of all statements made and information supplied in the enclosed various Undertakings, Proform's, Forms, Formats, Appendices etc,

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

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

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

1.	
2.	
Enclosed. -	Signature of Applicant/Contractor.
Seal of applicant	
Date of submission:	

(Stamp & Signature of Contractor)

FORM-1**Basic Information of Bidder**

This form consists of basic information of Bidder & its certificates. It should be compulsorily filled in the information required for Sr. No. 1 to 17. Unless & otherwise bidder will not be evaluated further.

1	Name of Bidder	
2	Nationality	
3	Office Address	
	i. Telephone No.	
	ii. E-mail I.D.	
	iii. Fax No	
4	Year of Establishment	
5	Whether the Bidder is-	
	i. An Individual	
	ii. A Proprietary Firm	
	iii. A Limited Company or Corporation	
	iv. A Member of a group of Companies <i>(If yes, Give Name, Address, Connections and description of other companies)</i>	
	v. A Subsidiary of a large organisation. <i>(If yes give Name & Address of the organisation)</i> <i>(If the Company is subsidiary what involvement, if any will the parent company have in the project)</i>	
6	Income Tax PAN	
7	G.S.T. Registration No.	
8	E.P.F. Registration No.	
9	What best Describes you (Engineers & Contractors/ Consulting Engineers & Contractors/ If Other, please specify)	
10	No. of Years in Business	
	i. As a prime contractor	
	A. In own Country	
	B. Internationally (Specify Country)	
	ii. As a sub-Contractor	
	A. In own Country	
	B. Internationally (Specify Country)	
11	Have you ever failed to complete any work awarded to you?	
12	In how many projects have you asked arbitration after ratification and how many cases settled in your favour?	

13	In how many projects you were imposed penalties for delay.	
14	Have any key personnel of partner of your organisation ever failed to complete contract awarded in his name.	
15	Do you have Quality Control Laboratory and Mobile Laboratory?	
16	Bank Name and address	
17	Bank Account No.	
18	IFSC Code, M.I.C.R No of Bank	

It is certified that the above information is absolutely true, correct, updated till date of online submission to the best of my/our knowledge, belief and as per my/our office records, and nothing is lapsed hidden/ concealed, false or misleading. No further information remained to be supplied.

(Stamp & Signature of Contractor)

FORM - 2**Calculation of Bid capacity of the Bidder**

This format calculate the Bid capacity of the Bidder based on information submitted by the bidder, Where **N = Period for completion of work.**

(Bidders Self declaration regarding Bid Capacity)				
Bid Capacity = (AxNx2) – B				
1	A =Maximum value of Turn over in any one year during the period of last five years updated to the price level of the year (2020-21) certified by Chartered Accountant.	(A)		In Lakhs
2	N = Number of years precribed for completion of the works for which bids are invited.	(N)		
3	B = Value of existing commitments and ongoing works (updated to the price level of the year (2020-21) to be completed in the period stipulated for completion of work of the present tender. <i>(All certificates should be countersigned by the Engineer-in-Charge not below the rank of Executive Engineer of the concerned department in case of Government/Semi government works & head of offices in case of other organisations).</i>	(B)		In Lakhs
4	Bid Capacity			In Lakhs

Certified that, I have declared my present Bid capacity considering all works in hand and factors mentioned at **Para 3.3.3** (Bid capacity) of this document on the basis of information which is absolutely true, correct, updated till date of online submission to the best of my(our) knowledge, belief and as per my(our) office records and nothing is lapsed hidden / concealed, false or misleading. No further information remained to be supplied.

I/we understand that if information submitted in original certificates is found tampered or certificates are found fake in future , then Bidder shall be black listed, his EMD/Security Deposit shall be forfeited and appropriate action shall be taken.

(Stamp & Signature of Contractor)

FORM --2 (a)**Value of " A" for calculating the Bid capacity**

Details of information required for calculating the Bid Capacity for determining value of "A"
i.e., maximum value of Turnover during the last five years.

Sr. No	Name of Work	Value of Turnover during the year (Rs. in lakhs)						Ref. page No. of Certificate
		5 th Year 2016-17	4 th Year 2017-18	3 rd Year 2018-19	2 nd Year 2019-20	1 st year 2020-21	Balance Amount	
1	2	3	4	5	6	7	8	9
	Total							
	Factor for updating	1.4	1.3	1.2	1.1	1.0		
	Updated Value of work							

Figures in Col 3 to 9 should be supported by uploaded certificates given by Chartered Accountant

I/we understand that if information submitted in original certificates is found tampered or certificates are found fake in future , then Bidder shall be black listed, his EMD/Security Deposit shall be forfeited, and appropriate action shall be taken.

(Stamp & Signature of Contractor)

FORM - 2 (b)**Statement for the value of "B"**

i.e., value (updated to the price level of the year 2020-21) of existing commitments and ongoing works to be completed in the period stipulated for completion of the work, Certificates regarding this must be required to be countersigned by the Engineer-in-Charge.

(Amount Rs. in Lakhs)

Sr. No	Name of work	Month & year of comment- cement of work	Amount of Contract	Revised Tender Cost	Period of Completion	Schedule date of completion	Balance cost as on date given in Proform1(b) below	Value of works to be completed between period given in Proforma 1(b)	Updated factor w.r. to column 3	Updated balance cost Column 9 x 10
1	2	3	4	5	6	7	8	9	10	11
Total										

Note: Figures in Col. 3 to 9 should be supported by the uploaded certificates issued by Executive Engineer in case of government/Semi government works & head of offices in case of other organisations.

Certified that, information which is absolutely true, correct, updated till date of online submission to the best of my (our) knowledge, belief and as per my (our) office records and nothing is lapsed hidden/ concealed, false or misleading. No further information remained to be supplied.

I/we understand that if information submitted in original certificates is found tampered or certificates are found fake in future, then Bidder shall be black listed, his EMD/Security Deposit shall be forfeited and appropriate action shall be taken.

(Stamp & Signature of Contractor)

FORM-3**Similar type of work carried out the contractor.**

Statement of works/contracts claimed for the similar type of work carried out by the contractor

Sr. No	Name of similar type of work	Agreement No.	Amount of work done	Date of completion of work	Concerned Ex.Engr's office Name & Address & Tel No.	Work Done Certificates of similar type of work attached with ref. page No.	Remarks
1	2	3	4	5	6	7	8

Certified that, information which is absolutely true, correct, updated till date of on-line submission to the best of my(our) knowledge, belief and as per my(our) office records, and nothing is lapsed hidden/ concealed, false or misleading. No further information remained to be supplied.

I/we understand that if information submitted in original certificate is found temperd or certificates are found fake in future then Bidder shall be black listed, his EMD/Security Deposit shall be forfeited, and appropriate action shall be taken.

Signature of Contractor

FORM - 4

Details of plants & machinery immediately available with the tenderer for use on this work

Sr. No.	Name of equipment	No. of units	Kind and make	Capacity	Age and condition	Present Location	Remarks
1	2	3	4	5	6	7	8

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

Certified that, information which is absolutely true, correct, updated till date of on-line submission to the best of my(our) knowledge, belief and as per my(our) office records, and nothing is lapsed hidden/ concealed, false or misleading. No further information remained to be supplied.

I/we understand that if information submitted in original certificate is found tampered or certificates are found fake in future, then bidders shall be black listed, his EMD/Security Deposit shall be forfeited, and appropriate action shall be taken.

Signature of Contractor

FORM - 5**Details of technical personnel with the contractor**

Sr. No	Description Of Personnel (As per para 3.3.5 of Section III)	Name	Length of Service in the firm	Qualifications	Professional experience and details of works carried out	Remarks
1	2	3	4	5	6	7
1	Project Manager or Project Engineer					
2	Engineer with Degree					
3	Engineer with Diploma					
4	Surveyer					

Note: - If there are no technical personnel with your firm, please give details (in remark column) as to how your firm can manage the construction work.

Certified that, information which is absolutely true, correct, updated till date of on-line submission to the best of my(our) knowledge, belief and as per my(our) office records, and nothing is lapsed hidden/ concealed, false or misleading. No further information remained to be supplied.

I/we understand that if information submitted in original certificate is found tampered or certificates are found fake in future, then bidders shall be black listed, his EMD/Security Deposit shall be forfeited, and appropriate action shall be taken.

Signature of Contractor

FORM-6**Certificate of chartered accountant**

Certificate of Chartered Accountant regarding annual turnover in last five years on basis of the ITR filed to IT Department.

This is to certify that M/s....., has received amounts as shown in column 4 below years as shown in column 2 below from Civil Engineering Contracts. The necessary supporting documents will be produced when asked to do so.

No of Year	Year	Annual turnover in Rs. lakhs	Amount received against Works executed as per ITR certificate / Balance sheet (Rs. Lakhs)	Multiplying factor	Updated Value (Rs. Lakhs).
1	2	3	4	5	6
V				1.4	
IV				1.3	
III				1.2	
II				1.1	
I				1.0	

Seal and Signature of Chartered Accountant

Address:

Email:

Contact No:

FORM – 7**Information of works in hand under VIDC, Nagpur**

(To be given by individual firm / contractor / joint venture consortium about all works/ agreement in hand under VIDC, Nagpur.)

Sr No.	Name of work & Agreement No.	Date of work order	Agreement Cost	Completion in Percentage	Name of division with address, Contact No.& email	Remarks
1	2	3	4	5	6	7

Note:-

1. Even though the bidder meets the qualifying criteria, he will not eligible to be evaluated, if he has **five or more works having work order after 05/03/2019 in hand under VIDC, Nagpur** at the time of submission of bid.
2. In any work which is completed more than 90% & not abandoned by the contractor will be excluded from the works in hand under VIDC. In such case, the certificate of concerned Executive Engineer is mandatory and shall be submitted with bid document.
3. Tenders having Work Order before 05/03/2019 will not be taken into consideration for this condition of having maximum 5 works under VIDC and are not required to be shown in this Form No-7.
4. At the time of allotment of work, the contractor (individual firm / contractor / joint venture consortium) will be eligible to get maximum 5 works under VIDC, Nagpur. It includes the works shown in Form – 7 and any work allotted in VIDC after the date of submission of this tender and this tender, if eligible to be allotted.
5. After last date of submission of bid and before allotment of this work, if the bidder is being accorded any work under VIDC, it is mandatory to inform this matter to Division office so that not more than 5 works under VIDC will be allotted to one contractor at any time.
6. I/we understand that if information submitted in original certificate is found tampered or certificates are found fake in future then Bidder shall be black listed, his EMD/ Security Deposit shall be forfeited and appropriate action shall be taken.

(Stamp & Signature of Contractor)

Contractor

No of Corrections

SDO/AE1

Executive Engineer

परिशिष्ट - 5

Certificate of Geo Tagging

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

I have uploaded Geo Tagged Photo in envelop No.1 along with this certificate.

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

(Signature of Bidder / authorized representative)

To,
Executive Engineer,
Gosikhurd Rehabilitation Divisional Unit ,
Nagpur.

APPENDIX-F**(Vide para 35 of special conditions of contract)****DECLARATION OF THE CONTRACTOR**

1. I/We..... Contractor(s) hereby undertake that I/We shall pay the labors engaged on the work as indicated in Section I – Detailed Tender Notice, wages as per **Minimum Wages Act, 1948 and amendments thereto** applicable to the zone in which work lies and act accordingly. I/We also undertake to abide by the various laws in force and extend necessary facilities and amenities to the staff and workers employed by me/us.
2. I/We hereby declare that, I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have bided my/our rates for this work. I/my representative have personally visited the site and geo tagging details are also uploaded under envelope. The specifications of this work have been carefully studied and understood by me/us before submitting this tender.
- 3.
4. I/We hereby undertake to indemnify and hereby indemnify the Corporation against all liabilities arising out of application of all labour laws viz the **Minimum Wages Act, ESIS and PF Act, etc.** with reference to labour engaged on subject work.
5. All leads and lifts charges for Construction material required are included in the rates of items under the contract and are agreed by me /us unconditionally. No claim for lead and lifts will be admissible and is clear to me/us and I/We give an undertaking that no claim on this issue will be performed by me/us, in this contract.

Date:**(Stamp & Signature of Contractor)**

APPENDIX - 'G'

(Vide of Detailed Tender Notice)

**MODEL FORM OF BANK GUARANTEE BOND
(ON STAMP PAPER OF RS. 100)****GUARANTEE BOND**

1. This deed of Guarantee is made on the

 By.....having his head office
 at.....

[Hereinafter called the 'said Contractors'] from the demand under the terms and conditions of Agreement dated.....

Made between.....

And.....

for..... (Here in after called 'the Agreement) of additional Security Deposit for the due Fulfillment by the said Contractors of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs.....

(Rs only)

We.....

(Hereinafter referred to as 'the Bank') at the request of.....

(Contractor) do. Hereby undertake to pay to the Vidarbha Irrigation Development Corporation, NAGPUR hereinafter referred to as Corporation, an amount not exceeding Rs..... against any loss or damage caused to or suffered by the Corporation by reasons of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or dispute raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present work being absolute and unequivocal. The payment so made by us under this bond shall be valid or discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

Contractor**No of Corrections****SDO/AE1****Executive Engineer**

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

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

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

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

Dated the..... Day of..... 200

For

(Indicate the name of bank)

(Stamp & Signature of Contractor)

APPENDIX-J**UNDERTAKING**

On Stamp Paper of Rs. 500/- to be submitted at the time of signing of agreement

(As per Para.2.23)

Name of Work:

1. I/We
agree to accept the payments of the work done as and when the funds are made available by Vidarbha Irrigation Development Corporation, Nagpur.

2. I/We
agree that this undertaking **supersedes the clause No. 10 of B-1 Form and clause No.16 of Special Conditions of Contract** and any other clauses regarding payment of bills, I/We also agree that this undertaking shall form a part and parcel of original tender.

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

Signed by shri. (Contractor) on

In the presence of witness.

1)

2)

(Signature of the Contractor)

ANNEXURE - I**Self Evaluation Sheet**

(All columns are to be filled by Bidder **compulsorily** & Items not applicable to be mentioned accordingly)

1	Name of Work :-	Planning, hydraulic & structural design & drawing including Survey for Protection of Premises at Ordinance Factory Bhandara Dist. Bhandara	
2	Tender Notice No.	E Tender- /2022-2023	
3	Tender ID		
4	Cost of Work Put to Tender	Rs.	
5	Amount of E.M.D.	Rs.	
6	Blank Tender Fee	Rs.	
7	Class of Contractor	Not Required	
8	Time limit for completion	Construction Period- Months (Including Monsoon)	
Sr. No	List of Form & Documents	Assessed by Contractor	Assessed by Department
	General Documents Criteria		
1	Form -1 - Basic Information of Bidder	Attached / Not Attached Page Nos.	
2	Scanned copy of Declatation / Authority letter for site visit and Geo-Tagging alongwith Photograph with longitude, latitude & date and time on it. Form No.8	Attached / Not Attached Page Nos.	
3	Scanned copy of EMD	Attached / Not Attached Page Nos.	
4	Scanned copy of Pan card	Attached / Not Attached Page Nos.	
5	Copy of acknowledgement of Income Tax Return filed for last latest 5 financial years	Attached / Not Attached Page Nos.	
6	Scanned copy of GST Registration certificate.	Attached / Not Attached Page Nos.	
7	Scanned copy of Professional Tax Registration	Attached / Not Attached Page Nos.	
	Scanned copy of Professional Tax Clearance/Challan	Attached / Not Attached Page Nos.	
8	Scanned copy of Deed of Partnership or Article of Association and Memorandum of Association for Limited Company duly registered/Notarised.	Attached / Not Attached Page Nos.	
9	Scanned copy of Power of Attorney, duly registered/notorised.	Attached / Not Attached Page Nos.	

Contractor**No of Corrections****SDO/AE1****Executive Engineer**

10	Scanned copy of Employees provident fund registration and its clearance (If applicable)	Attached / Not Attached Page Nos.	
11	Appendix 1(d)	Attached / Not Attached Page Nos.	
12	scanned copy of Appendix-J on letter head duly signed.	Attached / Not Attached Page Nos.	
13	Declaration of contractor in Appendix F.	Attached / Not Attached Page Nos.	
14	Letter of Transmittal	Attached / Not Attached Page Nos.	
15	Undertaking 1- Undertaking of contractor regarding performance on letter head duly signed.	Attached / Not Attached Page Nos.	
16	Undertaking 2- Undertaking about inclusion of all works in hand and correctness of the data, on letter head duly signed.	Attached / Not Attached Page Nos.	
17	Undertaking 3- Undertaking about Personal, Plants & Equipments, on letter head duly signed.	Attached / Not Attached Page Nos.	
18	Undertaking 4- Undertaking regarding EMD & Performance Security, on letter head duly signed.	Attached / Not Attached Page Nos.	
19	Undertaking 5 on letter-head duly signed	Attached / Not Attached Page Nos.	
20	Turnover of last five years issued by Chartered Accountant as per form 6	Rs. Lakh Page Nos.	
21	Value of A as per form 2(a)	Rs. Lakh Page Nos.	
22	Value of B as per form 2(b)	Rs. Lakh Page Nos.	
23	Bid Capacity as per Form 2	Rs. Lakh Page Nos.	
24	Form no. 7 Information of work in hand under VIDC, Nagpur.	Attached / Not Attached Page Nos.	
25	Supporting documents for Post Bid Qualifications if applicable	Attached / Not Attached Page Nos.	
26	Scanned copy of Details of the work completed by the contractor, certificate from the head (No sublet work will be considered) Proforma 1 for each work.	Attached / Not attached Number of certificates with Page No.	

Contractor

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27	Scanned copy of Details of works in hand with the contractor in Proforma-1(a) of Section VI for each work	Attached / Not Attached	Number of certificates with Page No.	
28	Scanned copy of certificate for work completed / under progress in Proforma 1(b) for each work.	Attached / Not Attached	Number of certificates with Page No.	
29	Annexure –II Affidavit before Executive Magistrate/ Notary on Rs,100/- Stamp Paper	Attached / Not Attached Page Nos.		

Signature of contractor)

(Seal of company)

परिशिष्ट - 6

AFFIDAVIT (On Rs.100/- Stamp Paper)

Name of Work :-

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

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

(Signature of Bidder / authorized signatory)

(seal of company)

UNDERTAKING-1**Undertaking by contractor regarding performance.****Date:-****To,**

**Executive Engineer
Gosikhurd Rehabilitation Divisional Unit ,
Nagpur**

Name of Work :- Taking Measurements and valuation for existing houses at Nerala and Adyal village

Sir,

I/we..... Contractor declare that during **last 5 years** of the date of this undertaking,

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

I/we undertake that the above information is true to the best of my/our knowledge & belief and as per records, and nothing is hidden/ concealed, false or misleading. No further information remained to be supplied.

I/we fully aware that my/our tender will be treated as non responsive & will be summarily rejected at any time, if above information is found to be false & misleading, by the concerned authority.

(Stamp & Signature of Contractor)

Note :-To be given on Letter head duly signed & Stamped

Contractor**No of Corrections****SDO/AE1****Executive Engineer**

UNDERTAKING-2

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

Date:-

To,

**Executive Engineer
Gosikhurd Rehabilitation Divisional Unit ,
Nagpur**

Name of Work :- Taking Measurements and valuation for existing houses at Nerala and Adyal village

Sir,

1) I/we undertake that the given information in Tender documents is true, correct, updated till date of online submission to the best of my/our knowledge, belief and as per my/our office records, and nothing is hidden/ concealed, false or misleading. No further information remained to be supplied.

2) I/we have not omitted any work in hand i.e., information provided in form includes all the works in hand

3) I/we know that if at any time, it is noticed that I/we have not submitted, information regarding all the works in hand (works in hand means, the works for which work-orders are issued, works for which final bill is not passed, works which are physically incomplete, that I/we will be disqualified from tender process at any stage of the bidding by the department/corporation.

(Stamp & Signature of Contractor)

Note :-To be given on Letter head duly signed & Stamped

Contractor

No of Corrections

SDO/AE1

Executive Engineer

UNDERTAKING-3**Undertaking about Personel, Plants & Equipments.**

Date:-

To,

**Executive Engineer
Gosikhurd Rehabilitation Divisional Unit ,
Nagpur**

Name of Work Taking Measurments and valuation for existing houses at Nerala and Adyal village

Sir,

- 7) I/we undertake that I/we will make available suitably, qualified personnels, in sufficient numbers.if the work is awarded to me/us
- 8) I/we undertake that I/we will& deploy the machineries in good quality in sufficient numbers, required for the work,.if the work is awarded to me/us

(Stamp & Signature of Contractor)

Note:-To be given on Letter head duly signed & Stamped.

Contractor

No of Corrections

SDO/AE1

Executive Engineer

UNDERTAKING-4**Undertaking for Earnest Money Deposit (EMD) & Additional Performance Security.****Date:-****To,**

**Executive Engineer
Gosikhurd Rehabilitation Divisional Unit ,
Nagpur**

Name of Work :- Taking Measurements and valuation for existing houses at Nerala and Adyal village**Sir,**

The **Earnest Money Deposit (EMD) & Additional Performance Security** has been paid through Bank account owned by me and I will be liable for any legal action under Indian Penal Code (IPC), if it is found false .

(Stamp & Signature of Contractor)

Note :-To be given on Letter head duly signed & Stamped.

UNDERTAKING-5

Date:-

To,

**Executive Engineer
Gosikhurd Rehabilitation Divisional Unit ,
Nagpur**

Name of Work :- Taking Measurements and valuation for existing houses at Nerala and Adyal village

Sir,

“When there is shortage of funds in VIDC, Nagpur, I / we shall not be entitled to any compensation from the Corporation. This Condition will be treated as part and parcel of contract documents.” duly stamped and signed.

(a) “I / We shall not tamper with or make changes in the tender documents made available by the department, on the web-site. Otherwise, I understand that my tender shall be liable for rejection” duly stamped and signed.

(b) “I / We have studied each and every drawing & design related to the work made available online as well as in the office of Executive Engineer, and shall sign before issuance of work order”, if my tender is accepted, duly stamped and signed.

(c) “I / We have gone through each and every contents, clause, condition of the whole tender documents & have accepted the same fully, unconditionally” duly stamped and signed. The Digitally signed Main e-Tender document duly filled in along with Common Set of Deviations (CSD).

(d) “During last five years, no compensation has been imposed on our Firm / Company on account of slow progress of any work or any other cause. Also, neither any work is left abandoned, in-complete by our Firm / Company” duly stamped and signed.

(e) “All/whole information submitted by our Firm / Company online, is true, correct, updated till date of online submission, wholly complete to the best of my knowledge and belief and as per records and nothing is hidden/ concealed, disclosed, false or misleading.” Duly stamped and signed. 3

(f) “I / We understand that the information submitted by the bidder in original certificates is found tampered or certificates are found fake in future , then Bidder shall be black listed, his EMD/Security Deposit shall be forfeited, and appropriate action shall be taken”.

(g) “Certified that the above information is true, correct, updated till date of online submission to the best of my knowledge and belief and as per records, contents in Registered Joint Venture and nothing is hidden/ concealed, false or misleading. No further information remains to be supplied.”

(Stamp & Signature of Contractor)

Note:-To be given on Letter head duly signed & Stamped.

Contractor

No of Corrections

SDO/AE1

Executive Engineer

SECTION –VII
GENERAL CONDITIONS OF
CONTRACT

**SECTION - VI
B-1 TENDER FORM
CONDITIONS OF CONTRACT**

CLAUSE 1 –

(A) Security Deposit:-

The person / persons whose Tender may be accepted (herein after called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Superintending Engineer concerned up to 15 days if the Superintending Engineer thinks fit to do so) of the receipt by him of the Notification of the acceptance of this tender, deposit with the Executive Engineer in the form of Demand Draft or Bank Guarantee or Fixed Deposit Receipt (FDR) or Irrevocable Bank Guarantee of Nationalised / Scheduled Bank situated in the State of Maharashtra endorsed in favour of the Executive Engineer a sum sufficient which will make up the initial security deposit specified in the Tender Form at para (e) (i) of memorandum. It shall be lawful for the Corporation at the time of making any payment to the contractor for work done under contract to make up the full amount of Security Deposit as specified in memorandum at para (e) (ii) by deducting a sufficient sum at the rates specified at (g) of memorandum 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 Corporation under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in Demand Draft or Bank Guarantee or Corporation securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in Demand Draft or Bank Guarantee may, at the cost of the depositor, be converted, into interest bearing securities from any Nationalised or Scheduled bank's branch situated in the State of Maharashtra provided that the depositor has expressly desired this in writing. The security deposit will Not be accepted in the form of insurance company's bonds as per Govt. orders contained CCM/PWD/CAT-4250-S dated 27-12-1956

(B) ADDITIONAL PERFORMANCE SECURITY

In case of offer below the cost put to tender as per Government of Maharashtra WRD Resolution no.Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai Date 23.06.2020 & WRD Resolution No. Tender 0417/ CNo.247/17/MP-1, Mantralaya Mumbai Date 30.11.2018 & PWD Govt. Resolution No CAT/2017 on Date 07.03.2019

Condition Regarding payment of performance security if offer quoted by the bidder is below the cost put to tender.

- xiii) If the bidder quotes his offer from More than 1 (One) to 10% below of the cost put to tender, bidder shall submit the Demand Draft or Bank Guarantee or FDR of the amount equal to 1% of cost put to tender subject to minimum of Rs.1000/- towards additional performance security.

Contractor

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Executive Engineer

- xiv) If the bidder quotes his offer between 10% to 15 % below (offer More than 10%) the cost put to tender, bidder shall submit the Demand draft or Bank Guarantee or FDR of the cumulative amount which is equal to the amount by which offer is more than 10% below plus the amount as per (i) above in the Envelop No.2 of tender. (For example, for 14 % below rate, 1% + (14%-10%) i.e., 4% , then total 5% of the cost put to tender. Under no circumstance performance security will be less than Rs. 1000/-.
- xv) If the rate quoted by the bidder is more than 15% below than cost put to tender, then total additional performance security will be calculated at twice the rate of percentage above 15% as per following example [e.g.for 19% Below, [6% + (19%-15%) x 2%] = 14%]. Under no circumstance's performance security will be less than Rs.1000/-.
- xvi) For bidder submitting their bid more than 10% below than cost put to tender, they will be required to submit detailed work program. This detailed work program will be thoroughly examined for possibility/viability of completion of work at quoted rates. Contractor shall be required to submit his written acceptance of this condition before accepting bid.
- xvii) The amount of additional performance security shall be calculated on rounding of contractor's offer upto two decimal places.
- xviii) **Demand draft or Bank Guarantee or FDR** shall be drawn in the name of Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Nagpur.
- xix) Demand draft/ Bank Guarantee/FDR shall be drawn from Nationalised or Scheduled Bank or Public Sector bank only.
- xx) The Bank Guarantee **shall be valid upto One month after completion of defect liability period** from the date of submission of Bank Guarantee.
- xxi) L-1 bidder shall submit the Demand Draft/ Bank Guarantee/FDR in the office of the **Executive Engineer, Gosikhurd Rehabilitation Divisional Unit, Nagpur** within **8 days** of opening of Envelope-2. This duration of 8 days will not be relaxed under any circumstances. Name of work and e-tender number shall be written on the envelope. Failure to do so will result in forfeiture of EMD and the Contractor shall debar from participating in any bid of Water Resource Departemnt / Corporation **for next 2 years**. Only L1 bidder shall submit the additional performance security after opening of the financial bid.
- xxii) The Executive Engineer will refund the amount of performance security **within 1 months from satisfactory completion of work**.
- xxiii) Earnest Money Deposite /Security Deposite/ Additional Performance Security of the bidder/ contractors shall be forfeited, if bidder submits false documents / Demand Draft/ Bank Guarantee from period of submission of bid to completion of defect liability period. Also, the contractor shall be debarred from participating in any bid of Water Resources Department for **next 3 Year**.
- xxiv) Executive Engineer shall issue the work order only after encashing the Demand Draft of the lowest bidder.

Contractor

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Executive Engineer

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

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

(D) If the bidder's offer is more than 10 % of cost put to tender, then security deposit shall be increased in that proportion as per applicable rate mentioned in the tender and contractor has to deposit this additional amount before issuing of work order.

As specified at Sr. No. 4.6.5 (D) of Section IV.

CLAUSE 2 – Compensation for Delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete the part works in specified time slice as per programme given in Section I- Detailed Tender Notice/enclosed at the end of Schedule 'D'.

If the contractor has not achieved the target as per physical programme of all items with respect to time as given in Section I–Detailed Tender Notice/enclosed at the end of Schedule 'D' then the compensation will be recovered with prior notice to the contractor till the achievement of particular target as decided by the Engineer-in-Charge. In the event of the contractor failing to comply with this condition and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of amount of the estimated cost of the whole work as shown by Bidder for every day that the work remains incomplete, 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. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender. Superintending Engineer should be the final authority in this respect.

The programme for completion of work is attached herewith. The contractor is supposed to carry out the work and keep the progress as per programme attached herewith. The contractor should complete the work as per phase period given in Month wise programme.

CLAUSE 3 – Action when whole of security deposit is forfeited

In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Executive Engineer, on behalf of the Corporation, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Corporation.

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

(b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

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

In case the 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 certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the. value of such work credited to the contractors the amount of excess shall be deducted from any money due to the contractor, by Corporation under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that contractor shall have No claim against Corporation even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (a), (b) or (c) being adopted and the cost of the work executed exceeding the value of such work credited to the contractors the amount by Corporation under the contract or otherwise.

CLAUSE 4 - Action when the progress of any particular portion of the work is unsatisfactory.

If the progress of any particular portion of the work is unsatisfactory, the Executive Engineer shall Not withstanding that the general progress of the work is in accordance

with the conditions mentioned in clause 2, be entitled to take action as under after giving the contractor 10 day's Notice in writing.

The Engineer-in-Charge will have to order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in that case all expenses incurred to advertisements for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor (including escalation due) shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the cost of the work executed through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Government or Corporation under the contract or otherwise howsoever or from his security deposit and Additional security deposit or the sale proceeds thereof provided, however, that the contractor shall have no claim against Corporation even if the certified value of the work done through a new contractor exceeds the certified cost of such work and allied expenses. The contractor shall have no claims to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. The contractor of the whole work shall Not be considered eligible to tender for the execution of work so withdrawn from this contract. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

CLAUSE 5 – Power to take possession of or required removal of or sell contractor’s plant.

In any case in which any of the powers conferred upon the Executive Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and additional security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Executive Engineer taking action under clause - 3, he may, if he so desires, take possession of all / any tools, plant, materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract, rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive

Engineer may, after giving Notice in writing to the contractor or his clerk of the work foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such Notice and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE 6- Extension of Time

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

CLAUSE 6 (A) –

In case of delay in handing over the land required for the work due to unforeseen causes the contractor shall not be entitled for any compensation whatsoever from Government or Corporation, on the ground that machinery or labour was idle for certain period, contractor may apply for extension of time limit which may be granted on the merit of the case.

CLAUSE 7 – Completion Certificate

On the completion of the work within a period of 30 days the contractor shall be furnished with a certificate by the Executive Engineer of such completion; but no such certificate shall be given or shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work, has been executed or of which he may have had possession for the purpose of executing the work or until the work have been measured by the Engineer-in-Charge or where the measurement have been taken by his subordinates until they have received approval of the Engineer-in-Charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding surplus material and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay such amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 8 - Payment on intermediate certificate to be regarded as advances.

No payment shall be made for any work estimated to cost less than Rupees Ten Thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees ten thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 9 – Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer-in-Charge

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

CLAUSE 10 – Bill to be submitted monthly. [Appendix-J supersedes this clause]

(A) Before starting of work all the initial ground levels/ foundation levels shall be taken by the authorised Engineer of the Corporation in presence of the contractor or his authorised engineer and same shall be signed by the contractor in token of his acceptance. A computerised L-Section, Cross Sections and Plan showing levels should be prepared by contractor and submitted to Executive Engineer based on above measurements without which work will not be started. Contractor shall employ a qualified Engineer as his authorised representative to be present while taking measurements by authorised Engineer of the Corporation. Bill to be submitted monthly.

Running Account bill shall be submitted by the contractor in each month on or before 10th day for all work executed in the previous month on the basis of measurements taken by him or his authorised engineer. The measurements for payments of Running Account Bills shall be taken by the authorised Engineer of the Corporation in the presence of the contractor or his authorised engineer and shall be recorded in Measurement Book of the Corporation within 10th days after submission of bill by contractor. Based on the above

Contractor**No of Corrections****SDO/AE1****Executive Engineer**

measurements by the contractor shall have to submit his Running Account Bills in the bill format given by the Corporation. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge with a prior notice of 7th days to the contractor may depute a subordinate to measure the said work in presence of the contractor or his duly authorised agent whose counter signature to / on the measurements shall be sufficient warrant and Engineer-in-Charge may prepare a bill from such measurements which shall be binding on the contractor in all respects.

If the contractor or his representative doesn't remain present on the date specified for taking measurements as specified above, then the Engineer-in-Charge shall order that the measurements be taken in absence on any day after 10th days and in this eventuality the bill prepared by the Executive Engineer shall be binding on the contractor in all respects. As far as possible the payment of the bills will be made monthly to the extent of availability of funds for the work under this contract.

(C) The Running and final bill shall be submitted by the contractor within one month of issue of the completion certificate pursuant to Clause 7 of this contract. The Final bill shall be paid within 6 months of initial submission subject to the extent of availability of funds for the work under this contract. The procedure enumerated above for the Running account bills shall be applicable to the Running and final bill also.

CLAUSE 11– Bill to be on printed forms.

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

CLAUSE 12– Stores Supplied By Corporation --- DELETED

CLAUSE 12 A – DELETED

CLAUSE 13 - Works to be executed in accordance with specifications, drawings, and orders, etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours.

The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him shall be supplied at the rate of Rs.5,000/- per set of contract drawings and Rs.300/- per working drawing except where otherwise specified.

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CLAUSE 14 - Alterations in specifications and designs not to invalidate contracts. Rates for works not entered in estimate or schedule of rates of the district. Extensions of time consequence of additions or alterations.

The Engineer-in-Charge shall have power to make any alteration in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by Engineer-in-Charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates decided as per procedure mentioned in Clause 38(3). Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alternations above referred to shall be within the scope of such designs, drawings, and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that increase in its cost occasioned by alterations 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. However, such an extension will be governed by provisions of Clause 6.

CLAUSE 15 - No claim to any payment or compensation for alteration in or restriction of work.

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

2. Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 day's prior notice in writing to the engineer, within 30 days of the expiry of the said period of 90 days, of such intention and

requiring the engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have discharged from his obligations to complete the remaining unexecuted work under the contract. On receipt of such notice the engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

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

4. In the event of -

- (i) Any total stoppage of work on notice from engineer under sub-clause (1) in that behalf.
- (ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days. OR
- (iii) Curtailment in the quantity of item or items originally tendered on account of any alternation, omission substitution in the specifications, drawings, designs or instructions under clause 14 (1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% of the rates for the item specified in the tender is more than Rs. 50000/-.

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) Notice under clause 14 resulting in such curtailment to produce to the engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Corporation to take over on payment such material at the rate 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 Corporation shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

Contractor

No of Corrections

SDO/AE1

Executive Engineer

CLAUSE 15 A – DELETED**CLAUSE 16- Time Limit For Unforeseen Claims.**

Under No circumstances whatsoever shall the contractor be entitled to any compensation from Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the case of such claim occurring subject to provision in **Clauses 30 and 40** with all authentic documents any evidences in support of the claim.

CLAUSE 17 - Action and Compensation Payable in Case of Bad Work.

If at any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-Charge or his subordinates in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of any quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove or reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the tender for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Engineer-in-Charge may rectify or remove and re- execute the work or remove, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor, subject to Clause -9.

CLAUSE 18 -Work to be open for inspection contractor or responsible agent to be present.

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge and his subordinate to visit the work shall have been given to the contractor either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had

been given to the contractor himself. Contractor should provide for safe arrangement for inspection of work at his cost.

CLAUSE 19 - Notice to be given before work is covered up

The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach or measurements and shall not cover up any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20 - Contractor liable for damage done and for imperfections.

If during the period specified at (h) in memorandum from the date of completion as certified by the Engineer-in-Charge pursuant to Clause-7 of the contract or after commissioning the work, whichever is earlier in the opinion of the Engineer-in-Charge, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefor in the said notice and / or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Corporation the amount of such costs, charges and expenses sustained or incurred by the Corporation of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and on the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Corporation, the same may be recovered from the contractor as arrears of land revenue. The Corporation shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Corporation to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government / Corporation.

However, for the purpose of security towards the maintenance in the defect's liability period the SD at the time of final bill shall be converted into an irrevocable BG from any branch of a Nationalized/Scheduled Bank in the State of Maharashtra, if requested by the contractor. The BG shall valid for a period one month after completion of defect liability period.

Contractor

No of Corrections

SDO/AE1

Executive Engineer

CLAUSE 21- Contractor to supply plant, ladders, scaffolding etc. and is liable for damages arising from non provisions of light, fencing etc.

The contractor shall supply at his own cost all material (except such special materials, if any as may, in accordance with the contract be supplied from the Corporation stores) plant, tools, appliances, implements, ladders, carriage, tackle, scaffolding and temporary work requisite for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person. List of machinery in contractor's possession and which they propose to use on the work should be submitted along with the tender. The contractor shall indemnify the Corporation against all such claims.

CLAUSE 21 (A)-

The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections therewith.

- a. Suitable scaffolds shall be provided for workmen for all works that can not be safely done from a ladder or by other means.
- b. Scaffold shall not be constructed, taken down or substantially altered except under the supervision of a competent and responsible person and as far as possible by competent workers possessing adequate experience in this kind of work.
- c. All scaffolds and appliances connected therewith and ladders shall be of sound material be of adequate strength having regard to the loads and strains to which they will be subjected and be maintained in proper condition.
- d. Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e. Scaffolds shall not be overloaded and so far, as practicable the load shall be evenly distributed.
- f. Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.

Contractor

No of Corrections

SDO/AE1

Executive Engineer

- g. Scaffold shall be periodically inspected by the competent person.
- h. Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i. Working platform, gangways, stairways shall ,be so constructed that no part thereof can sag unduly or unequally, be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and be kept free from any unnecessary obstruction.
- j. In the case of working platform, gangways, working places and stairways at the height exceeding 3 meters.
 - 1. Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - 2. Every working platform and gangway shall have adequate width; and
 - 3. Every working platform, gangway, working places and stairways shall be suitably fenced.
- k. Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the access of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.
- l. When persons are employed on roof where there is a danger of falling from a height exceeding 3 metres suitable precautions shall be taken to prevent the fall of persons or materials.
- m. Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- n. Safe means of access shall be provided to all working platforms and other working places.
- o. The contractor(s) will have to make payments to the labourers as per **Minimum Wages Act** and will have strictly followed all relevant labour laws.

CLAUSE 21 (B) –

The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:

- a. Hoisting machine and tackle, including their attachments, anchorages and support shall-
 - i. Be of good mechanical construction, sound material and adequate strength and free from patent defect, and
 - ii. Be kept in good repair and in good working order.
- b. Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c. Hoisting machine and tackle shall be examined and adequately tested after erection on a site and before use and be reexamined in position at intervals to be prescribed by the Corporation.
- d. Every chain, ring, hook, shackle swivel and pulley block used in hoisting or lowering materials or as a means of suspensions 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 winch or give signals to the operator.

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Executive Engineer

- g. In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
- h. Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j. No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k. Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.
- l. Hoisting appliances shall be provided with such means as will reduce to a minimum risk of the accidental descent of the load.
- m. Adequate precaution shall be taken to reduce to a minimum risk of any part of a suspended load becoming accidentally displaced.

CLAUSE 22 – Measure for Prevention of fire

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the competent authority under the law. When such permit is given, and also in all cases when destroying out or dug up trees, brushwood, grass etc. by fire, the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

CLAUSE 23 – Liability of Contractor for any Damage Done in or Outside Work Area.

Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Corporation property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-Charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-Charge from any sums that may be due or become due from Corporation to contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence. The contractor shall indemnify the Corporation against all such legal actions and consequences thereto.

CLAUSE 24- Employment of Female Labour

The employment of female labour on works in neighbourhood in soldier's barracks should be avoided as far as possible.

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CLAUSE 25 - Works on Weekly Holidays

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

CLAUSE 26 - Work not to sublet contract may be rescinded and security deposit forfeited subletting if without approval for bribing a corporation officer or contractor becomes insolvent.

The contractor shall not be assigned or sublet without the written approval of the competent authority who has accepted the tender. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors; or attempt so to do or if bribe, gratuity, gift, loan, perquisite reward of advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any Corporation officer or person in the employ of Corporation in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and he absolutely at the disposal of Corporation and the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

CLAUSE 27- Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

CLAUSE 28- Changes in the constitution of firm to be notified

In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information

CLAUSE 29- Direction and Control of the Superintending Engineer.

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

CLAUSE 30 (1)- Direction and Control of The Superintending Engineer

Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation under the code, rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties of the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the

Contractor**No of Corrections****SDO/AE1****Executive Engineer**

quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

CLAUSE 30 (2)- Direction and Control of the Superintending Engineer

The contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the Circle as aforesaid appeal against it to the Chief Engineer concerned with the contract work or project provided that-

- a. The accepted value of the contract exceeds Rs.100 Lakhs (Rs. One Hundred Lakhs).
- b. Amount of claim is not less than Rs.1 lakhs (Rupees one Lakhs).

CLAUSE 30 (3)- Direction and Control of the Executive Committee / Claims Committee

If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the Executive Director of the Corporation who if 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 the contractor as would merit a detailed examination and decision by the Executive Committee at Corporation level for suitable decision shall put up to such committee for decision in respect of claims up to Rs. 50 lakhs and to claims committee at Government level in respect of other claims.

CLAUSE 31- Stores of International Manufacture To Be Obtained From The Corporation.

DELETED

CLAUSE 32- Lump sum in estimates

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

CLAUSE 33- Actions where no specifications

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

CLAUSE 34- Definition of work.

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 by virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

CLAUSE 35- Contractors Percentage Whether Applied To Net or Gross Amount of Bill

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

CLAUSE 36- Payment of quarry fees and Royalties**A) Payment of Quarry fees and Royalties.**

All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any shall be paid by the contractor, as per latest G.R. issued by Govt. of Maharashtra.

The tender rates are exclusive of royalty charges. The contractor is liable under Maharashtra Minor Minerals Extraction Rules 2013 and amendment thereof and the contractor shall take all steps necessary as are essential in terms of Maharashtra Minor Minerals extraction rules 2013 and amendment thereof. The bill wise Current Rate royalty charges for construction material paid by the contractor shall be calculated separately and amount so calculated shall be reimbursed to the contractor on production of proof, only in the form of certificate from the mining officer, of payment of royalty charges to the Revenue Department of Government of Maharashtra. The Contractor shall be solely responsible for payment of quarry fees, royalty charges etc.

No Price escalation will be paid on Royalty.

CLAUSE 37- Compensation under workmen's compensation Act.

The contractor shall be responsible for and shall pay any compensate to his workmen payable under **The Workmen's Compensation Act, 1923 (VIII of 1923) and amendment thereof** (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable and / or paid by Corporation as principle under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Corporation from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above. The contractor shall indemnify the Government / Corporation against such compensation.

CLAUSE 37 (A)-

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

CLAUSE 37 (B)-

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

(a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

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

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

CLAUSE 37 (C) -

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

CLAUSE 38- Claim for quantities entered in the tender or estimates

- 1) Change in quantities shall not vitiate the contract.
- 2) Quantities in respect of the several items shown in the schedule B of the tender are approximate and No revision in the tendered rates shall be permitted in respect of any of items, so long as subject to any special provision contained in the specification prescribing different percentage of permissible variation the quantity of item, does not exceed the tender quantity by more than 25 % & 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.50,000/-.
- 3) Quantities in respect of the several items shown in the Schedule – B of the tender are approximate.
- 4) The contractor shall if ordered in writing by the Engineer in charge to do so also carry out any quantities in excess on the same conditions as and in accordance with the specifications in the tender and at the agreed rates (i) agreement rate plus escalation (ii) CSR rate applicable on the crop up date of specified item, for quantity exceeds above 125% whichever is less.
- 5) This clause is Not applicable to extra items.
- 6) The price variation clause shall be applicable for these extra quantities as the described below,
 - a) If current C.S.R rate is considered applicable after assessment as described in Para (4) above, then Price Variation for these extra quantities (beyond 125%) shall be calculated, with the initial basic index, existing on the date, when quantity exceeds more than 25% in schedule B. The rates once decided as above shall not be revised till completion of the quantity under that item.

- b) If agreement rate is considered applicable after assessment as described in Para (4) above, then the Price Variation Clause shall be applicable for these extra quantities with the initial basic index as average for the quarter (average of three months) preceding the month in which the last date is prescribed receipt of tender.
- 7) For any item under agreement, if actual quantities exceed than Schedule B quantities, and if excess liability (actual cost exceeds agreement cost) is involved then prior sanction for excess liability over & above the agreement cost shall be essential to be obtained from VIDC and. VIDC's decision on the issue will be binding on the contractor. In case of excess liability without prior approval of VIDC, no excess quantities beyond schedule B quantities shall be executed.

CLAUSE 39- Employment of Female Labour

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

CLAUSE 40- No Claim for Compensation for Delay in Starting Work.

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 any account of any delay in accordance to sanction of estimates.

CLAUSE 41- No Claim for Compensation for Delay in Execution of Work.

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

CLAUSE 42- Entering Upon or Commencing Any Portion of Work

The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer-in-Charge or of his subordinate in charge of the work. Failing such authority, the contractor shall have no claim to ask for measurements of or payment of work.

CLAUSE 43- Minimum age of persons employed, the employment of donkeys and other animals

- i. No contractor shall employ any person who is under the age of 18 years.
- ii. No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Newar).
- iii. No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- iv. The Engineer-in-Charge or his agent is authorised to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Corporation for any delay, caused in the completion of the work by such removal.

- v. The contractor shall pay fair and reasonable wages which will not be below the minimum wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the appropriate Government Authority concerned with labour who shall decide the same. The decision of the said Authority 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 the Corporation at the sanctioned tender rates.
- vi. Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- vii. Contractor to take precaution against accidents which takes place on account of labour using loose garments while working near machinery.
- viii. All facilities provided in the contract labour (Regulation & Abolition Act, 1970), the Maharashtra Contract Labour Regulation and Abolition Rule, 1971, should be provided.

CLAUSE 44- Method of Payment

Payment to contractors shall be made by cheque drawn on any Scheduled / Nationalised bank provided the amount exceeds Rs.500/-, amounts Not exceeding Rs.500 will be paid in cash.

CLAUSE 45- Acceptance of conditions Compulsory before tendering the Work.

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

CLAUSE 46- Employment of Scarcity Labour.

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometres of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or 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 the government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

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 price permissible under hoarding and Profiteering prevention ordinances, 1948, as amended from time to time. If the price quoted exceeds 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

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conform with the controlled price as permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor

CLAUSE 48- Good and services Act-2017 (GST)

As the tender cost is exclusive of GST, therefore bidder shall quote his rate without considering GST. Though the tender rates are not inclusive of GST, the contractor shall pay GST as per the provisions contained under GST Act 2017 on the amount of bill of the work done as per the prevailing rate of GST during the period of work done as applicable. This amount of GST paid by the contractor as per prevailing GST rules, will be reimbursed to the contractor on production of proof of payment of GST to the concern department of Government.

At the time of payment, T.D.S. under GST @ rate 2% (1% CGST and 1% SGST/IGST as applicable) or at prevailing rate as per Government notification shall be deducted from bill amount.

CLAUSE 49-

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

CLAUSE 50-

The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department's Scheme. Provided, however, that if the required unskilled labours are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission. In writing of the Executive Engineer in charge of the said work, obtain the rest of the requirement of unskilled labour from outside the above Scheme.

CLAUSE 51- Wages to Be Paid To the Skilled and Unskilled Labourers Engaged By the Contractor.

The wages to be paid to skilled and unskilled labourers engaged by the contractor. The contractor shall pay the labourers skilled and unskilled, according to the wages prescribed by **the Minimum Wages Act of 1948 the amendments thereof** applicable to the area in which the work of the contractor is located.

Contractor shall comply with the provisions of **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 Suprintending Engineer may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising out on account of any violation by him of the provisions of act.

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

CLAUSE 52- P.W.DEPT.NO.CAT/ 1284(120)/ BUILDING-2 DATED 14-8-85.

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

CLAUSE 53- P.W.DEPT.NO.CAT/1284(120)/ BUILDING-2 DATE 14-8-85.

The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the Corporation makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the Corporation to such workers shall be deemed to be arrears of Land Revenue and the Corporation shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Corporation to the contractor hereunder or from any other amounts payable to him by the Corporation.

CLAUSE 54-

The contractor shall duly comply with all the provision of the Maharashtra State Tax on profession and Traders, calling and Employment Act, 1845 (See Rule 3 (2)). The contractor shall obtain certificate of registration under this Act and shall produce to Corporation clearance certificate as and when demanded.

CLAUSE 55-

The contractor shall comply with all provisions of GST on the transfer of goods involved in the execution of work contracts.

CLAUSE 56- Conditions Relating To Insurance Of Contract Work**Insurance Charges:-**

- 1) Insurance charges are to be paid by the contractor to the Director of Insurance Maharashtra State, Mumbai.
- 2) Insurance amount will be reimbursed to contractor as per conditions mentioned Below.
 - a. The contractor shall submit proof of insurance policies to the Engineer in charge.
 - b. After verification of record submitted by the contractor the total amount that can be released shall be limited to the actual payment made as mentioned in condition (a) limited to 1% of tender cost.

Though the tender rates are not inclusive of insurance amount. The Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's All risks insurance Policy, Erection all risks insurance policy, etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the "**Directorate of Insurance, Maharashtra State, Mumbai**" **only** and will be reimbursed after submitting & verifying proof of insurance policy submitted by the Contractor.

Its postal address for correspondence is- 264, MHADA, First floor, Opp. Kalanagar, Bandra (East), Mumbai - 400051. (Telephone No.022- 26590403 / 26590690 and Fax No.022-26592461 / 26590403).

Similarly, all workmen appointed to complete the contract work are required to insure under workmen's compensation Act.

The contractor shall renew the insurance policy for the extended period of the contract. The contractor shall also take out additional insurance policy for the increased Contract cost.

The insurance policy shall be valid upto extended period.

Executive Engineer shall withhold 1% cost put to tender, if insurance policy from Directorate of Insurance, Maharashtra State, Mumbai is not taken. Insurance Policy / Policies taken out from any other company will not be accepted. If any contractor has not taken out the insurance policy from the "Directorate of Insurance, Maharashtra State, Mumbai or has effected insurance with any other Insurance Company, the same will not be accepted and Executive Engineer shall withheld 1% cost put to work & shall be released after tender from the executed contract submitting the proof of insurance policy/ Policies & after verification of the record submitted by the Contractor, along with the amount of insurance policy submitted by the contractor.

CLAUSE 57-

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

SECTION –VIII
SPECIAL CONDITIONS OF
CONTRACT

SECTION - VIII

SPECIAL CONDITIONS OF CONTRACT

1. Contractor to Inform Himself Fully:

1.1 The contractor shall be deemed to have carefully examined the work and site conditions, conditions of contract in B-1 form, the special conditions, the specifications, schedules and drawings and shall be deemed to have visited the work site, investigated his own quarries for rubble, sand, aggregates, murum, soil, etc. and to have fully informed himself regarding the availability of construction materials, and leads involved local conditions, ancillary works required to be done, etc. before quoting the offer. The lead and lift charges of construction materials are incorporated in the agreement and no additional claims will be made on this account by the contractor.

1.2 If contractor shall have any doubts as to the meaning of any portion of the special conditions or the scope of work or the specifications or any other matter concerning the contract, he shall in good time, set forth the particulars thereof and submit them to the Engineer-in-Charge.

1.3 The Engineer-in-Charge generally means the Executive Engineer directly in charge of the work, but also means the Superintending Engineer, Chief Engineer of Corporation for exercising powers under this contract.

2. Contract Drawings and Specifications:

2.1 On acceptance of the tender, three sets of contract drawings and working drawings as well as one certified copy of the accepted tender will be supplied to the contractor free of charge within one week. On request by the contractor, the contractor may be supplied additional copies of contract Documents to be charged at the rate of Rs.3,000/- (Rupees Three Thousand Only) per set.

2.2 The drawings which form part of this contract show the works to be done in such details as possible to do for the present. They will be supplemented for superseded by such additional detailed drawings as may be necessary as the work progresses. The contractor shall carry out the work in accordance with these additional and / or revised drawings as the case may be at the applicable rates as per the contract. The contractor shall be supplied a maximum No of three copies of each of such working drawings free of charge. If the contractor requires any additional copy for his use, the same may be supplied and the contractor will be charged Rs.5000/- (Rupees Five Thousand Only) per set of contract drawings and Rs.300/- (Rupees Three Hundred Only) for additional copy of each working drawing.

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

3. Data and Drawings to Be Furnished By the Contractor :

3.1 Prior to the commencement of the work, within one month from the date of his receiving notice to start work, the contractor shall submit to the Engineer-in-charge for approval, computerized drawings or prints of size 1020 mm X 690 mm or 510 mm X 345 mm as may be suitable in triplicate showing the location of major plant workshop, if any, a layout plan of construction plant and equipment for the execution of the work which

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the contractor proposes to adopt at site, roadways, temporary bridges, unloading facilities and storage yards, etc. which he proposes to put up at the site.

3.2 Then the contractor shall submit to the engineer in charge for the approval within 7 days from the date of his receiving notice to start work, a layout plan on construction plant and equipment as the execution of the work which the contractor proposed to adopt at site.

3.3 Any changes in the approved layout will be subject to further approval by Engineer - in - charge.

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

4. Errors, Omissions, Discrepancies :

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

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

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

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

4.2 The information in connection with the works and work site as well as specifications are contained in this book of contract in general and in particular in two parts viz. special conditions and specifications for items of work. In case of any discrepancy or repugnancy in the clauses in these sections, the specifications will prevail over special conditions.

4.3 The special conditions of contract and the specifications shall prevail over various clauses of B-1 tender form.

4.4 In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item, a reference shall be made to the Engineer-in-Charge whose elucidation, elaboration or decision shall be considered as authentic and final subject of the Clause 30 of B-1 form. The contractor shall be held responsible for any errors that may occur in the work through lack of reference and precaution.

5. Use of Site :

5.1 All land required for contractor's own use shall be arranged by the contractor from private land owner/ Revenue Department at his own cost and no claim on this account shall be entertained. If, however, spare land is available with Corporation / Government it may be handed over to contractor at the rates to be decided by the Corporation for such contract work.

5.2 All areas of operation, including those of his staff and labour colonies, in case handed over to the Contractor shall be cleared and handed over back in good condition to the Engineer-in-Charge, except the areas under works constructed by the Engineer-in-Charge, any damage or alterations made to areas which he has to hand over back or to other property or land handed over to him for the purpose of this work.

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5.3 The lands shall as hereinbefore mentioned, be handed over back to the Engineer-in-Charge within three months after the completion of the work under this contract or the termination of the contract whichever is earlier. Also, no land shall be held by the Contractor longer than the Engineer-in-Charge shall deemed necessary and the contractor shall on due Notice by the engineer-in-charge vacate and return the land which the Engineer-in-Charge may certify as no longer required by the contractor for the purpose of the works. In case the lands are not handed over back to the Corporation within the time limit; specified above, penal rent as may be decided by the Engineer-in-Charge will be recoverable and further legal action to vacate land will be taken by Engineer-in-Charge.

5.4 If the vegetation and forest is noticeable in project area, the contractor should take utmost care for the preservation of vegetation and forest. Any damage in this vegetation will have to be compensated by the contractor and decision from Engineer-in-Charge will be final and binding on contractor. Contractor shall note that any damage to the forest will attract the provision of **Forest Conservation Act, 1980**.

6. Contractor not to Dispose off Soil, Etc.:

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

7. Gold / Silver, Minerals, Oils, Relics Etc. Found on the Site:

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

8. Access to Site and Work and Co-Operation with other Contractors:

The Engineer-in-Charge may, if he considers fit, from time to time, enter on any lands which may be in the possession of the contractor under the contract for the purpose of executing any works not included in the contract and may execute such works not included in this contract by agents or by other contractors at his option and the contractor shall in accordance with the requirements of Engineer-in-Charge afford all reasonable facilities for execution of the works, including occupation of lands by structures or otherwise to any other contractor employed by the Corporation and his workmen or for the workmen of the corporation who may be employed in the execution on or near the site of work not included in the contract, or of any contract in connection with or specially to the works and in default, the contractor shall be liable to the Corporation for any delay or expenses incurred by reason of such default. The contractor shall not however, on account of any such modified, new or extra work executed by or for the sake of the Corporation be entitled to claim relief from the obligation to execute the works. The contractor shall also co-operate with other contractors with all fairness and mutual understanding and use the common facilities like access roads to quarries,

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

9. Cleaning Up:

9.1 The contractor shall at all times keep the construction areas and his colony and storage free from accumulation of waste or rejected materials.

9.2 Prior to the completion of the work, the contractor shall remove all rubbish from and around the premises and all tools, scaffolding equipment and materials which are not part of permanent structures except otherwise asked for or as provided under any other clauses of this contract, the premises will be left in a manner fully satisfactory to the Engineer-in-Charge.

10. Layout of Construction Roads:

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

11. Period and Hours of Work:

The work shall be done usually during the day time. In the interest of progress if it is felt necessary to work during night, the contractor shall obtain specific permission of the Engineer-in-Charge and adequate lighting arrangement and necessary additional safety arrangements shall be made as directed by Engineer-in-Charge.

12. Signing Field Books, Longitudinal Sections, Cross Sections and Measurement Books:

Before starting the work, and at the end before the work is covered, levels for plotting the longitudinal section (along the axis as decided by the Engineer-in-Charge or his authorized representative) and cross section of the portion of the work shall be taken by the authorized Engineer of the Corporation in the presence of the contractor or his duly authorized representative and the same shall be recorded in the measurement books and field books by the authorized Engineer of the Corporation only. If the contractor fails to sign the levels and measurements recorded by the Engineer-in-Charge or his representative in the authorized books, the same shall be final and binding on the contractor. For this purpose, suitable date or dates shall be fixed by the Engineer-in-Charge and intimated to the contractor at least three days in advance. If the contractor or his duly authorized agent fails to attend on the appointed date or dates, the levels shall be taken in his absence and such levels and longitudinal sections and cross sections based thereon shall be final and binding on the contractor. The levels will be taken on such

alignment and cross sections as will be useful for reference permanently and described under specifications for 'Excavation'. The point of locations for the level will depend upon the roughness of the area and will also be at least in conformity with the requirements of specifications for 'Excavation' as far as possible. Based on the above measurements and levels recorded by the Engineer of the Corporation, the contractor shall prepare computerized drawings of plan, L- Sections, Cross Sections etc. On A-4 size paper or on required size and submit the same to Engineer-in-Charge. Thereafter the contractor can prepare, print and submit the Running Bills along with the quality control test result in the standard format for the payment.

13. Programme of Construction: Work and Progress Schedules:

The construction programme is given at Schedule 'D' of tender Documents based on which the physical programme is prepared. If the Bidder does not agree with this programmed, he shall submit his own programmed without changing total period of tender along with tender Documents inclusive of the physical programmed as stated above, subject to the provision that 100% of the work shall be completed in contract period.

In case it is subsequently found necessary to alter this programmed agreed in contract Documents, including the changes in the sequence of the items, the contractor shall submit in good time a revised programmed incorporating necessary modifications proposed and get the same approved from the Engineer-in-Charge. Additional detailed programmed for each working season, beginning from October, showing the progress to be achieved month by month for controlling items shall also be submitted to the Engineer-in-Charge not later than the 31st August preceding the working season and get approved. The Engineer-in-Charge is further empowered to ask for more detailed programme, say week by week, for any items of special importance, and contractor shall supply the same as and when asked for without delay.

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

14. Procurement, Storage And Maintaining Cement Store Account:

14.1 Only 43 grade OPC cement shall be used for this work unless otherwise specified by Engineer-in-Charge. The cement shall conform to I.S. 8112-1989.

14.2 All cement required for the work under this contract shall be procured, well in advance by the contractor in polythene bags as received from the cement factories. In case, where batching plant is used, the procurement of cement through silo will be permitted, if requested by contractor to Engineer-in-Charge.

14.3 The contractor shall produce proof of purchase of cement from the cement factories. The purchase bill supported by Delivery Challan and Excise Gate Pass and Quality test reports which shall constitute adequate proof of purchase and shall be enclosed with the Running Account bills of work in which said cement is consumed.

14.4 Cement shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e., first received being first used.

14.5 Cement shall be kept in a store under double locking arrangement (one key be operated by contractor and second key be operated by the authorized person of Corporation) so that it can be taken out or fresh stock admitted with the knowledge of supervising staff of the Corporation. The watch and ward of the cement stores shall be the responsibility of the contractor.

14.6 Daily Cement Consumption Report:

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

14.7 In the event of cement in branded bags remaining surplus due to authorized reduction in quantity of work certified by the Engineer-in-Charge and as Noticed after the issue of completion certificate, the contractor may choose any of the following three alternatives:

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

b. To sell the cement with prior written permission from the Engineer-in-Charge to any of the contractors carrying out the works on contract with the Corporation at a price to be negotiated by both the contractors and account for the same.

14.8 Steel: The T.M.T. shall confirm to I.S.1786-1985 and M.S. steel shall confirm to I.S. 432 (Part-I) 1982 and as amended from time to time.

15. Quality Assurance and Testing:

15.1 It is the responsibility of the contractor to assure the desired quality of work. Whenever the testing of construction materials are required as per the detailed specifications or otherwise required by the Engineer-in-Charge, the same shall be carried out at the laboratory, selected by the Engineer-in-Charge at Contractor's cost. The other tests of mortar, concrete, sand, coarse aggregates etc. shall be carried out in field laboratory set up by the contractor in presence of quality control representative at contractor's cost. Contractor shall through this procedure assure the quality of work.

15.2 The materials, mixes and any other arrangements, including labourers, shall be supplied by the contractor to the Corporation at contractor's cost. The samples for testing shall be taken in the presence of Engineer-in-Charge or his representative present on site. The contractor or his authorized representative shall have a free access in these

laboratories, to get himself satisfied about procedures of testing etc. Even if the contractor or his representative fails to remain present while collecting samples or testing the results will be considered as authentic and binding on the contractor.

15.3 On award of contract, the Contractors will have to provide adequate quality assurance setup including Quality Assurance Engineer backed with suitable laboratory assistants, labours and well-equipped laboratory for taking necessary field test required as per specifications and as per instructions of Engineer in charge.

15.4 Contractor shall provide all test reports of material used in the work as desired from the NABL (National Accreditation Board for Testing & Calibration Laboratories) approved laboratories and from Quality Control, MERI laboratories of the WRD. Contractor shall provide periodical quality assurance report (Weekly/ fortnightly/ monthly) to Engineer in Charge along with proofs in support of quality of material brought for the work the process/ execution of work is as per specification.

15.5 Contractor shall submit the account of all materials brought for the work, which are necessary for execution of work and any other data necessary to assess the quality of work.

15.6 If he fails to fulfill the requirement, the required manpower for testing and field laboratory with required equipments will be deployed by the Engineer in charge and the charges will be recovered from the contractor (**Provisions of Clause 4 will be applicable**) or the agreement will be revoked.

15.7 Personnel For Quality Assurance

Sr. No.	Personnel with Qualification	Nos.
1	Quality Assurance Engineer <i>(Civil Engineering Graduate with 2-Year experience in QA testing and report generation work)</i>	One
2	Laboratory Assistants <i>(Twelfth Pass with Science subject with 2-year experience in testing of material)</i>	Two to Four (As per work)
3	Laboratory Attendants	Two to Four (One for each L.A.)

15.8 Equipments

Sr. No.	Equipments	Apparatus for Tests
1	Earth Work – Field testing Equipments	Field density, Moisture Content, Sieves for Sand & Metal.
2	Concrete Work -	Silt, Gradation, Moisture Content, Slump, & Cube Mouldes.

15.9 The tender rates are inclusive of quality control testing charges.

16. No Interest on Money Due to The Contractor:

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

The payments of the work done will be made as and when the funds are made available by Vidarbha Irrigation Development Corporation, Nagpur.

17. Other Contractor for The Work:

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

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

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

18. Contract Documents And Matters To Be Treated As Confidential:

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

19. Access to the contractor's books

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

20. Breach on Part of Corporation not to Annul Contract

No breach or non-observance on the part of Corporation of any of the conditions contained herein shall annul this contract or discharge the Contractor from the observance and performance thereof, but on application to the Engineer-in-Charge, an extension of time may be given to the Contractor in respect of such breach or

non- observance by the Corporation, which shall be governed by Clause 6 of conditions of contract.

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

21. Local Laws

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

22. Taxes, Etc.

All import and excise duties, sales tax, local panchayat tax and other taxes shall be borne by the Contractor and they shall be deemed to have been covered by his quoted tender rates, except that the contractor shall not be liable to any land tax for the land handed over to him for the operation in connection with this contract or for his colony or appurtenant works constructed by him for the purpose of this contract. The contractor shall also be liable to all relevant provisions of the Indian Income Tax Act which may be applicable to him from time to time. The contractor shall protect and indemnify Corporation against all claims or liabilities arising from or based on the violation of such laws, ordinances, regulations, bylaws by him or his employee.

23. Personnel of The Contractor:

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

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

The Engineer-in-Charge will have the unquestionable right to ask for changes in the quality and no of contractor's staff. The contractor shall on the written directives of the Engineer-in-Charge, remove from the works any person employed thereon who may in the opinion of the Engineer-in-Charge be incompetent or has misconducted himself. Such person shall not be employed again, on the work, without the written permission of the Engineer-in-Charge. The contractor shall have to submit information regarding proof of payment of Professional Tax and the clearance certificates in format vide **Appendix-H**.

24. Death, Bankruptcy, Etc.:

If the contractor shall die or commit any act of bankruptcy or being a corporation, commences winding up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the contractor or any such receiver, liquidator or any person whom the contract may become vested shall forthwith give notice thereof in writing to the Corporation and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of work, have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the Corporation, but not exceeding value of the work for the time being remaining unexecuted.

In the event of stoppage of work, the period of the option under this clause shall be fourteen days only. Should the above option be not exercised, the contract may be terminated by Corporation, by a notice in writing to Contractor or his successor. The power and provisions reserved to Corporation in this contract of taking of the work out of the Contractor's hand shall immediately become operative. Copy of such notice shall be pasted on work site and advertised in newspaper.

25. Notices, How to be Given:

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

25.a. Work Order Book:

The contractor shall maintain bound work order book at work site as the Engineer-in-Charge may direct. This work order book shall have machine Numbered pages in triplicate. The contractor shall make them available to the Engineer-in-Charge or his representative, whenever called for. Executive Engineer or his representative may record order about works, in this book leaving the original copy in the book and removing the second and third copy with him. The contractor or his authorized representative shall also sign this work order, in token of its acceptance. All orders recorded in these work order book, shall be deemed to have been served on the contractor. On completion of the work all the work order books may be handed over to the Executive Engineer. In the event of refusal of the Contractor's representative on the spot to sign the work order book, Engineer-in-Charge shall take the necessary further steps in respect of further communication and control, modification or stoppage of work as deemed fit at the entire responsibility of the contractor.

26. Passing of Foundation etc.:

After the completion of the work of excavation, the same will be checked and passed by the Engineer-in-Charge as per the powers vested in them. No masonry or concrete or backfilling shall be laid unless the foundation is so passed. No concreting shall

commence unless the centering and the reinforcement is checked and passed by the Engineer-in-Charge.

27. Reference to Standard Specifications:

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

28. Communication and Notices by Contractors:

All communications and/or notices pertaining to works and concerning matters, such as passing and approving of foundations, reinforcement and formwork, measurements, mark outs etc. shall be addressed by the Contractor to the Engineer-in-Charge. All such notices communications, etc. shall be addressed in good time so as not to hold up the work.

29. Non-Compliance of Contract Conditions:

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

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

No claims, for compensation of any sort, from contractor will be entertained for withholding the bills indefinitely till specified requirements are complied with by the contractor. After the issue of the notice about default by the contractor, the contractor shall not remove, from the site any plant, equipment and materials. The Corporation shall have a lien on all such plants, equipments and materials, from the date of such Notice, till deficiencies have been corrected.

30. Extra Items:

Extra items of work shall Not vitiate the contract. The Contractor shall be bound to execute extra items of work as directed by the Engineer-in-Charge. The rates for extra items will be governed by the provisions of **clause 14 and 30 of conditions** of contract. If the accepted bid is higher than estimated cost, the rates derived as per current DSR shall be applicable. But if the accepted bid is lower than estimated cost, the rates derived as per current DSR shall be reduced by percentage quoted by the contractor. However no extra items can be started without prior written permission for the Engineer-in-Charge. The

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escalation is not payable for the extra items, since the rates for them are the fixed as per the current DSR or as mutually agreed, See 31 (B) iii

31. Price Variation:

(A) Price Variation (Vide PWD GR No. CAT 06/04/148/Bldg.2, Dtd.16/05/2005& WRD Govt. Resolution no. Tender 0417/C.No. 247/17 /M.P.-1 Mantralaya Mumbai Date 30/11/2018)

(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 for Nagpur centre as per the Economic Bulletin & Indices published by the Directorate of Economics & Statistics, Planning Department Government of Maharashtra and/or in the Whole-sale Price Index for all commodities, prepared by the office of Economic Adviser, Ministry of Commerce & Industry, Government of India, or in the price of petrol/oil and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

1. Labour Component
2. Material Component
3. Petrol, Oil and Lubricants Component
4. Bitumen Component-As per Actual
5. TMT and Mild Steel Component -As per Actual
6. Cement Component -As per Actual

Calculated as per formula here in after appearing, shall be made. 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 | - | K1 (---- %) |
| 2. Material Component | - | K2 (---- %) |
| 3. Petrol, Oil and Lubricants Component | - | K3 (----- %) |
| 4. Bitumen Component | - | Actual |
| 5. TMT and Mild Steel Component | - | Actual |
| 6. Cement Component | - | Actual |

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

Basic Star Rate for Materials:-				
1	T.M.T. Steel	Rs. -----/-	per MT	[[
2	Cement	Rs. -----/-	per bag	[[

1. Formula for Labour Component-

$$V_1 = 0.85 \times P \times [K_1 / 100] \times [L_1 - L_0 / L_0]$$

Where,

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

P = Cost of work done during the quarter under consideration (Excluding royalty of materials) minus the cost of Cement, TMT and Mild Steel, Bitumen calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

K₁ = Percentage of Labour Component as indicated above.

L₀ = Basic consumer price index for Nagpur center shall be average consumer price index for the quarter preceding the month in which the last date prescribed for *on-line* submission of tender falls.

L₁ = The average consumer price index for Nagpur center for the quarter under consideration.

2. Formula for Material Component-

$$V_2 = 0.85 \times P \times [K_2 / 100] \times [M_1 - M_0 / M_0]$$

Where,

V₂ = Amount of price variation in Rupees to be allowed for materials component.

P = Same as worked out for labour component.

K₂ = Percentage of Materials Component as indicated above.

M₀ = The basic wholesale price index for shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for *on-line* submission of tender falls.

M₁ = Average wholesale price index during the quarter under consideration.

3. Formula for Petrol, Oil and Lubricant Component

$$V_3 = 0.85 \times P [K_3 / 100] \times [P_1 - P_0 / P_0]$$

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 nearest petrol pump to the work site during the quarter preceding the month in which the last date prescribed for on-line submission of tender falls.

P₁ = Average price of H.S.D. at nearest petrol pump to the work site during the quarter under consideration.

4. Formula for Bitumen Component:

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

Where,

V₄ = Amount of price variation in Rupees to be allowed for Bitumen Component.

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

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

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

5. Formula for TMT. and mild Steel Component: --

$$V5 = S_0 (SI_1 - SI_0) / SI_0 \times T$$

V5= Amount of price variation in Rupees to be allowed for T.M.T./Mild Steel component.

S_0 = Basic rate of TMT / Mild Steel in Rupees per metric tonne as considered for working out the value of P.

SI_1 = Average steel index as steel - as per Economic Advisors Web Site during the quarter ~~as defined above at (1)~~ under consideration.

SI_0 = Average steel index as steel as per Economic Advisors Web Site for the preceding the quarter in which the last date prescribed for *on-line* submission of tender falls.

T = Tonnage of steel used in the permanent works for the quarter ~~as defined above at (1)~~ under consideration.

6. Formula for cement component:

$$V6 = C_0 (CI_1 - CI_0) / CI_0 \times T$$

V6= Amount of price escalation in Rupees to be allowed for cement component.

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

CI_1 = Average cement index for Cement (Type As applicable) published in the Economic Advisors Web Site for the quarter under consideration.

CI_0 = Average of cement index for Cement (Type As applicable) published in the Economic Advisors Web Site for the Quarter preceding the month in which the last date prescribed for *on-line* submission of tender falls.

T = Tonnage of cement 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

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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, S/1, and C/1 to the levels corresponding to the date from which such compensation is levied.

- ii. This Price variation Clause shall be applicable to all contracts in B₁ /B₂ 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. For the purpose of calculation, quarter means, successive three-month period, which will start from the date / month of work order.
- iii. Price Variation under this Clause shall not be payable for the extra items required to be executed during the completion of work. Since the rates payable for extra items are to be fixed as per current DSR or as mutually agreed subject to yearly revision till completion of such work.
- iv. Price Variation under this Clause shall be payable for the extra quantities under provision of Clause 38 required to be executed during the completion of work and is to be worked out as described in clause 38 Para .6 .
- v. This clause i.e. 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 / **Corporation** shall be entitled to recover the same from the contractor and the amount shall be deductible from any amounts due and payable under the contract.
- vi. 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.

Note :- This clause is not applicable for Operation, Maintenance & Repair amount for stipulated period.

vii. No Price escalation will be paid on Royalty.

32. DELETED

33. Digital Photographic Record:

The contractor shall maintain digital photographic and Video record of all components of the work showing monthly progress of work. The digital photographic and video record (In Pen Drive) shall be submitted in two sets to the Engineer-in-Charge. The photographic record should include date, time, Location, etc. The expenses on this account shall be deemed to be included in contract price.

34. Co-Ordination With Other Contractors:

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

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

35. Undertaking under Contract Labour Act:

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

36. DELETED

37. Fencing, Lighting and Ventilation:

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

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

38. Liability for Accidents to Persons:

It shall be contractor's responsibility to protect against accidents on the work site. He shall indemnify the Corporation against any claims for damage to the property, injury to workers or any other persons including Corporation staff working at the site of work, deaths, etc.

On the occurrence of an accident resulting in death or which is so serious as to be likely to result in death, the contractor shall within 24 hours, report in writing to the Engineer-in-Charge, the facts stating clearly about the circumstances in which accident has occurred and the subsequent action taken. Other minor accidents causing minor injuries and loss to property should be communicated in writing, promptly to the Engineer-in-charge.

In all cases the contractor shall indemnify the corporation against all losses or a damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the Government as a consequence of failure to give Notice under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents.

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

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

39. The Contractor to Supply and be Responsible for The Sufficiency of The Means Employed:

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

40. Covering of Work:

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

41. Accuracy of Lines, Levels and Grades Setting Out:

a. The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the positions, levels, dimension, alignment of all parts of the work and for the provisions of all necessary instruments, appliances and labour in connection with this.

b. For the purpose of setting out, one temporary / permanent bench mark shall be established by the Corporation near the site, the value of which shall be given to the contractor, by the Engineer-in-Charge. All the setting out shall be with reference to this bench mark and reference line.

c. If at any time during the progress of works the error shall appear or arise in the position, level, dimension or alignment of any part of the work, the contractor shall rectify such error to the satisfaction of Engineer-in-Charge without any extra cost to the Corporation.

d. The periodical checking of these by Corporation staff shall not absolve the contractor of his responsibility regarding accuracy as contractor is also responsible to see that the things proceed in such a manner so as to give desired ends product. In case of deviation, the contractor shall make good to the discrepancy at his own cost and without any compensation for the additional work involved. Wherever such discrepancies, if any, are found to arise between the works of different contractors at the junction of their works the relative liability to set right their respective discrepancies shall be fixed by the Engineer-in-Charge, whose decision shall be final and binding on the contractors concerned. The Engineer -in-charge shall further have the unquestioned right to rectify the discrepancies and recover the costs from the contractor or contractors according to proportions as he may consider reasonable.

e. It is the responsibility of contractor to preserve the bench mark and the reference points established for setting out.

42. Excavated Material:

All the materials available from excavation will be the property of Corporation and shall be disposed off only as directed by the Engineer-in-Charge. The materials of approved quality available from the excavation including that carried out by the Corporation may be used by the contractor in the items of works included in Schedule 'B' or for ancillary or preparatory work free of cost. However, the contractor has to pay Royalty charges to Revenue dept. as per prevailing Government orders. Prior approval of Engineer-in-Charge for such use shall, however, be taken. The contractor shall make proper arrangement for sorting out and stacking material of approved quality that he proposes to use as aforesaid. Corporation will be free to make use other materials not required or not likely to be required for use by the contractor as will be determined by the Engineer-in-Charge.

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

43. Safety Measures:

The contractor shall arrange for utmost safety in his operations. **In case the contractor fails to make requisite arrangements the Engineer-in-Charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor.** The following are some of the measures listed, but the same are not exhaustive and the contractor shall add to and suggest these precautions on his own where necessary and should comply with the directions issued by the Engineer-in-Charge in this behalf from time to time and at all times.

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

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2. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in fine dust.
3. Taking such Normal precaution like fencing and lighting to excavations or trenches, not allowing, nails or metal parts or useless timber spread around, marking danger area for blasting, whistles, etc.
4. Providing sufficient suitable and safe accesses to all work spots including ladders, gangways, platforms, etc. avoiding naked wires etc. such would electrocute the workers.
5. Taking necessary steps towards training the workers concerned on the use of machinery before they are allowed to handle them independently and taking all necessary precautions in and around areas where machines, hoists and similar units are working.

44. Maintenance during Defect Liability Period:

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

From the date of issue of the completion certificate, till the expiry of period specified in **memorandum at (h)**, the Contractor shall be liable for the replacement of any part of work found to be defective from the causes arising from faulty materials or workmanship or other causes, for which in the judgment of the Engineer-in-Charge, the Contractor is responsible and for making good any damage arising there from.

45. Sundays and Holidays:

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

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

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

46. Bank Guarantee, Renewal & Encashment:

Bank guarantee shall be given on the **stamp paper of Rs.100/-** in the form prescribed by the Corporation. The bank guarantee shall be valid for the entire period of contract including defect liability period plus extension of work period. In case the contract period is extended it will be the responsibility of the contractor to get validity of Bank Guarantee extended in view of extension proposed, without which extension will Not be granted. The Engineer-in-Charge of the Corporation reserves the right to encash the bank guarantee in the event of breach of any of the term and condition of the contract and failure to perform as per contract.

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

47. Handing Over of Work:

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

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

48. Instrumentation:

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

49. Inspection of Works:

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

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

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

50. Opening out Works For Inspection:

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

51. Removal of Imperfect Work And / or Payment At Reduced Rates:

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

52. Jurisdiction of Court for Disputes:

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

53. Deleted

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

55. Mode of Payment of The Quantities of Excavation, Masonry And Concrete Items Executed In Excess of 125%.

DELETED

56. Additional Conditions Regarding Payment of Royalty Charges As Per Bombay Min or Mineral Extraction (Amendment) Rules, 2003.

DELETED

57. Excavation by Controlled Blasting and Chiseling:

The location where excavation by controlled blasting and chiseling is to be done is shown below. At other location the excavation is to be done by ordinary blasting.

A. Controlled blasting-

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

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

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

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

57.2. If the excavation by controlled blasting or chiseling is required to be done at chainages and locations other than mentioned above, then contractor shall write to

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the Engineer-in-Charge. The Engineer-in-Charge will inspect the site and if the work is within the prescribed zone of controlled blasting or chiseling, he will submit the proposal for obtaining permission of higher authority.

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

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

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

a. For proof of controlled blasting -No of drills, their depth, charge loaded, other precautions taken and quantity executed.

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

58. Shifting Of Electric Line:

In case shifting of electric line is necessary, Engineer-in-Charge will initiate the proposals to concerned authorities. It will be the responsibility of contractor to make good for early clearance of the proposal from the concerned department with all specifications and conditions so that there should be no delay in completion of the work. The contractor should take all necessary precautions during execution of the work, since there is high voltage transmission line over head. The contractor will be responsible for all consequences due to negligence. Contractor should pay the required cost of shifting these lines to the concerned authorities. The same will be reimbursed to the contractor by Corporation as per availability of funds.

59. Defects Liability:-

Within a period of **12 Months** after completion of work, if any repair due to the defect in construction, the same will be carried out by the contractor at his own cost.

The security deposit amount as mentioned in clause 1 of condition of contract is only payable after one month completion of this period.

60. No Claims for Delay in Payments:

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

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

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

61. Insurance Charges :

As per Clause No 56 of Section VI Genral Conditions.

62. Labour Welfare Cess :

The amount of labour welfare cess at the rate of 1% will be recovered from contractor through every Running / final bill as per directions given by the Govt. of Maharashtra vide Marathi Resolution No. 'UDHYOG, URJA VA KAMGAR VIBHAG SHASHAN NIRNAY KRAMANK B. C. A. 2009 / PRA. KRA. 108 / KAMGAR 7A, DINANK-17 JUNE 2010".

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

64. Planning For Execution of Work

The contractor has to carry out the work in planned manner as directed by Engineer incharge.

65. Stamp Duty

Contractor shall bear whole required amount of stamp Duty on works Contract as per Mumbai Stamp Duty Act.1858 clause 34 at the prevailing rates. No claim against this shall be considered and if the contractor fails to bear this amount, acceptance of the tender shall be liable to be considered as withdrawn.

**Government Resolution No. Mudrank -2015/1049/pr.kra. 334/ma-1
dt. 03.06.2016**

Stamp duty

- a. where the amount or value set:- (Five Hundred rupees)
forth in such contract does not
exceed rupees 10 lakh
- b. Where it exceeds rupees 10 lakhs :- (Five hundred rupees plus 0.1 percent of
the amount above rupees 10 lakh subject
to maximum of rupees twenty-five lakhs)

66. DELETED

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

68. Interpretation Of Clauses

If it is found that interpretation of any one or more clauses considered together are inter-opposite or vague, the decision of the engineer-incharge shall be final and binding to all.

69. Handing Over The Work

After completion of work the system is handed over the department with satisfactory irrigation through the system and defect liability period of the system for total two years after completion of work.

70. Mode of Payment Of Excavation Quantities In Running & Final Bills

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

71. No Cutting of Trees For The Purpose of Fuel Is Permitted

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

72. Field Visit and Geo-Tagging:-

Contractor shall visit the site, Other important locations and ascertain the availability & sufficiency of material before quoting the offer. It will be mandatory for every bidder to visit and inspect at least 3 site locations like Dam location, canal location, quarry area, other important related site location etc. before submitting the tender.

The predefined locations for geo tagging are as follows :-

Locations	Longitude	Latitude
Location - 1	79° 68' 88"	20° 97' 04"
Location – 2	79° 68' 55"	20° 96' 85"
Location - 3	79° 68' 45"	20° 96'82"

The bidder shall submit duly filled proforma “परिशिष्ट-5” in given prescribed format in Envelop No.1. The bidder shall fill up necessary information like details of person visiting the site, schedule date and time of geo-tagging and shall be self attested and shall be submitted in Envelop No.1.

As the bidder or his representative has physically visited the site before bid submission and verified the complexities of the site for the work, also availability of construction material, labour, access to the site. Hence the bidder will not have right to claim for / against non availability of construction material or availability of material in

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quarries in required quantum and desired quality and also can not claim against non availability of labour. Further, bidder can not claim extra lead charges, if material is to be brought from longer distances.

The bidder shall upload the Geo Tagged information along with photographs taken at site in **Envelope No.1** if not uploaded bid will be treated as non responsive and will not be evaluated.

73. The terms and conditions of the general note of CSR and Rate Analysis used for making the estimate shall be applicable to this contract.

74. Submission of Bills

The Contractor shall be liable for submission of R.A. Bills of work done duly accompanied with work done certificate / NOC Proforma / Photographic record of the concerned work.

75. While Survey work for demarcating Red Line / Blue Line of flood of Kanhan river, as per geographical condition of River or Nallas cross section distance must be reduced or changed as per direction of Engineer-In-charge so that no geological formation, Structure, etc will be escaped from survey.

76. The bidder shall submit geo referenced autocad file in dwg format also geo referenced KMZ/KML File & geo referenced Shape File in a external Hard disk with RAW data from DGPS in Field Book format (Excel Sheet) for Survey work for demarcating Red Line / Blue Line of flood of Kanhan river from Zuller village in Mauda Tahsil District Nagpur to Bina sangam junction of Kanhan & Pench river junction of Nagpur District.

77. Ground Truth Verification of this Marking of 25 year's flood levels (Blue line) & 100 year's flood levels (Red line) on permanent structures like Bridges, Temples & other permanent structures along & across the river, including permanent coloured painting on both the banks of river, after the final approval of flood levels, etc., must be done with Executive Engineer prescribed by Engineer-In-Charge.

SPECIFICATIONS
SCHEDULE SHOWING ITEMS OF
WORK AND APPLICABLE
SPECIFICATIONS

**SECTION-1
GENERAL SPECIFICATION**

1.0.0 SCOPE

The general specification shall apply to all items of Schedule 'B' under this Tender.

1.1.0 GENERAL DESCRIPTION OF THE PROJECT

The information is given in Annexure "A" to section I'- Detailed Tender Notice.

1.1.1 WORK AND SITE CONDITION

it shall be presumed that the Contractor has acquainted fully himself as to the nature and locations of works, general and local conditions and particularly those having bearing on approaches to the site, location of stone and sand quarries, availability and transport of material tools and plants machinery disposal areas availability of labour, weather conditions and River stages etc. and has estimated his cost accordingly. Corporation will bear no responsibility for any .lack of such acquaintance with site conditions on the part of the contractor and consequence thereof to the contractor. The information about site conditions shown in the drawings and mentioned herein is furnished as a rough guide only 'but Corporation will not be responsible for the accuracy three or for any deductions interpretations and conclusions drawn there from by the contractor.

1.1.2 Results of trial pits and exploratory bores taken along the canal axis are as Shown in the drawings. The Corporation does not accept any responsibility for any variation in strata classification found in actual excavations.'

1.1.3 CLIMATIC CONDITIONS

The information is given in Annexure "A" to Section 1- Detailed Tender Notice.

1.1.4 LABOUR AVILABILTY

Some local unskilled labour may be available during non agricultural season but skilled labour may not be available. Contractor must however make his own enquires.

1.1.5 LOCATION

The information is given in Annexure "A" to SECTION -1 Detailed Tender Notice.

1.1.6 RAIL ROUTE

The information is given in Annexure "A" to SECTION -1 of Detailed Tender Notice .

1.1.7 ROADS

The information is given in Annexure "A" SECTION -1 Detailed Tender Notice.

1.1.8 WATER SUPPLY

The Contractor will have to make his own arrangements for the water supply required for his work staff and labour. He will have to provide all arrangements for making water potable and safe for drinking by his staff labourers and other dependents on

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Contractor's services. Disinfection of all drinking water by chlorination will be obligatory on the part of the Contractor. Fresh and potable drinking water shall be made available by the Contractor to all persons working at work spots in clean and hygienic earthen or other pots at all working places and in sufficient quantity.

1.2.0 ELECTRIC POWER

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

1.3.0 TELEPHONE AND TELEGRAMS

Nearest telephone and telegraph facilities are available at the places indicated in Annexure "A" to SECTION - 1- of Detailed Tender Notice.

1.4.0 COLONY

ESTABLISHMENT OF COLONY

The Contractor shall be allowed to construct his own colony for his workers and Supervisory staff within the limit of Corporation land, if available.

The land used by the Contractor for his staff and labour colony shall be handed over back to the Corporation within three months after the physical completion of work or termination of the contract whichever is earlier duly cleared and fairly brought to the original condition. No structure of constructions shall be left on the land at the time of vacating it without the specific approval of the Engineer-in-charge. The contractor shall prepare and submit his proposed plan of colony either for the Labourers or for the supervisory staff. The Contractor shall have to construct and maintain all access and approach roads etc. in his colony areas at his own cost. Any modifications changes and alterations suggested by the Engineer-in-charge in respect of area of colony, layout of roads etc. will be binding on the Contractor and shall have to be done at his cost. '

1.4.1 SANITATION AND UP KEEP OF COLONY

The Contractor shall be responsible for maintaining satisfactory water supply and sanitary facilities in his labour camp and for his other staff. He will take precautions not to allow any unhealthy and insanitary conditions in his camp. The Engineer-in-charge shall have the right to inspect the Contractors colonies at any time and to suggest improvement, modification etc. with special regards to cleanliness and sanitation, sewage water and garbage disposal, any other nuisance, and proper layout, which shall be binding on the Contractor.

The contractor shall provide adequate number of portable chemical closets for use and urinals and water closets, and make proper lighting and scavenging

arrangements to the satisfaction of Engineer-in-charge. Separate arrangements should be made for female labour:

1.4.2 CAMPREGULATIONS

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

MEDICAL AID

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

GENERAL

The Cost for sanitation and supply of drinking water is deemed to have been included in the unit rates of items of work.

1.50 MATERIALS

1.5.1 PETROL, OIL AND LUBRICANT

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

1.5.2 STONE FOR RUBBLE MASONRYAND FOR METAL

The Contractor shall make his Own investigation regarding, location of-quarries, quality of stone and adequacy of the various sources of stone in quarry are as known to him. Excavated material of hard rock excavation has been dumped on the canal site. Contractor can make use of this material. Material has to' be sorted out by Contractor at his cost and should be got approved from the Engineer-in-charge before its use in the work. However it is for Contractor to investigate the quarries which will yield stone in sufficient quantities and of required quality. Over burden on quarry shall have to be removed by the Contractor at his own cost.

The locations of quarries have to be such that they do not affect permanent structures and should not be near the existing or proposed habitations. The locations and size of the quarries shall be subject to the approval of the Engineer-in-charge; on it's opening does not yield adequate or suitable stone, no claims can be raised against the Corporation. In that case other quarries will have to be established by the Contractor at his own cost and risk and the stone got approved from the Corporation for its quality before using it in the work.

if the quarries located are in private properties the Contractor shall negotiate with the respective owners and shall attend to legal rights and attend to payments etc. to the concerned parties for operations of these quarries at his own cost. Similarly he shall make arrangements for roads leading to and from the stone quarries to the work site at his own cost.

1.5.3 SAND

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

The Contractor shall, however obtain permission from Revenue and other authorities before removing the material and shall pay royalty and other taxes. Octroi duty escort fee, if any, for sand which shall not be reimbursed.

The Contractor shall have to make his enquiries regarding legal gets and attend to the aspect of payments due etc for the operation of the quarries.

The extent of annual replenishment of the sand sources is unknown. The Contractor may therefore choose to collect the sand in advance of its use for the work.

The Contractor shall make his own arrangements for quarrying and transport of sand from the quarries to the work site. Approach roads to the quarries shall also be constructed and maintained by the Contractor at his own cost.

All the cost of transport of sand shall be borne by the contractor and no claims on this account will be entertained.

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

1.6.0 PRECAUTIONS DURING THE FLOODS

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

1.7.0 CONTRACT DRAWING WORKING DRAWING AND SPECIFICATIONS

On acceptance of the tender, sets of copies of contract conditions and drawing to a maximum of one, will be supplied to the Contractor free of charge. On request by, the Contractor and in the discretion of the Engineer-in-charge, the Contractor may be supplied additional copies of contract documents and drawing to be charged at the rate of Rs.10000./- (Rupees Ten thousand only) per set.

The drawing which form part of this contract, show the work to be done in such details as is possible to do for the present. They will be supplemented or superseded by such additional detailed working drawings as may be necessary as the work progresses. The Contractor shall carry out the work in accordance with the additional

or revised working drawing as the case may be and at the applicable rates as per the contract. The Contractor shall be supplied a maximum number of four copies of each of all such working drawings free of charge. Should the Contractor require any additional copy for his use the same may be supplied at the discretion of the Engineer-in-charge and the Contractor will be charged Rs. 100/- (Rupees One Hundred Only)'for each of additional copy of each drawing.

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

1.8.0 EMBEDDED ITEMS

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

1.9.0 SIGNING THE FIELD BOOKS, LONGITUDINAL SECTIONS, CROSSECTIONS AND MEASUREMENT BOOKS

Before starting the work for intermediate payments and at the end before the work is covered. Level for plotting the longitudinal section (along the axis as decided by the Engineer-in-charge or his authorized representative) and cross sections of the portion of the work shall be taken by the authorized engineer of the contractor in the presence of Engineer-in-charge or his duly authorized representative. The contractor or his authorized engineer shall have to sign the field books and plans showing longitudinal sections and cross sections of the portion of the work in token of acceptance. If the Contractor fails to sign them, the levels recorded by the Engineer in charge or his representative in the authorized books shall be final and binding on the Contractor. If the Contractor or his duly authorized agent fails to attend, the levels shall be taken in his absence and such levels and longitudinal sections and cross sections based there on shall final and binding on the Contractors. The levels will be taken on such alignments and cross sections as will be useful for reference permanently and will be in harmony with the mode of the measurements of payments as described under specifications. The point locations for the levels will depend upon raggedness of the areas and will also be at least in conformity with the requirements of specifications.

1.10.0 CEMENT AND STEEL

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

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1.10.1 CEMENT

(A) Cement shall be ordinary Portland cement 43 Grade conforming to IS 8112 of 1989. Packed in 50 Kg. woven HDPE bags conforming to IS 11652 of 1986.

There should be a marking in black monogram as "Government of Maharashtra" on the back side of those HDPE bags. Cement shall be procured from recognized manufactures such as L & T, ACC, Narmada, CCI Rajashree, Manikgarh etc.

(B) The use of admixtures and agents shall be made as per instructions of the Engineer-in-charge. The cost of cartage/ storing/ handling/ batching/ mixing shall be borne by the Contractor and shall be included by them in unit prices tendered for concrete.

1.11.0 STEEL

(A) The reinforcement steel shall conform with the specification laid, down by the Bureau of Indian Standards vide their specification Nos. I.S.432 (Part I) of 1966, (1139-1966, 1786-1979) amended from time to time.

1.44.0 ROYALTIES

The Contractor shall arrange for the materials from approved quarries. It is necessary for the Contractor to obtain permission from revenue authorities or other relevant authorities before removing the materials pay royalties etc.

1.13.0 ADVANCE ON CONSTRUCTION MATERIALS

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

1.14.0 PAYMENT

Generally, the Corporation will pay one running bill in a month, subject to availability of funds. The recoveries for various advances shall be affected from this bill. The total recovery on all accounts shall be limited to 50 percent (Fifty percent) of the gross bill and the balance if any shall be recovered from the succeeding monthly bill.

1.15.0 NO INTEREST ON MONEY DUE TO THE CONTRACTOR

No omission, by the Engineer-in-charge, to pay the amount due upon measurements or otherwise shall vitiate or make void, the contract, nor shall Contractor be entitled to get interest on any guarantee bond or payment in arrears nor on any balance which may, on the final settlement of his account be found due to him.

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

1.17.0 HANDING OVER OF COMPLETED RECHES AND LETTING OUR WATER FOR IRRIGATION.

1.17.1 On the request of the Contractor the continuous completed reaches of Distributor and Minors including sub-Minors would be taken over by Corporation provided if it fulfills the conditions specified below.

1.17.2 The term “completed under 1.17.1 above shall be deemed to be inclusive of structures and selective lining and ready to receive flow of water for irrigation. The taking over (i) Distributory will be in stage with its completed Minors and sub-minors (ii) one complete Minor with its sub-minors from Head reaches (or starting point of contract length) taking of from completed distributor lengths as described in sub para (i) above Reaches of canal in continuous length as specified in (i) and (ii) above may be taken over by recording final measurements. In case silting of canal takes place or scouring damages due to the flow of rain water/flood water entered through incomplete reaches, it would be the responsibility of the contractor to rectify it.

1.17.3 Water is likely to be let out in Distributory and Minors including Sub-Minors in the completed reaches handed over to the Corporation for Irrigation purpose. However, in reaches not handed over to the Corporation maintenance liability of the contractor would continue to be for the entire period of contract with maintenance period of six months after completion. While for reaches handed over the maintenance period of Six months would commence from the date of taking over by the Corporation irrespective of whether water is let out for irrigation or not.

1.17.4 Water is available free of cost for use on works when water is let out in the Distributory/Minor for irrigation purpose. However, during closure periods the contractor has make his own arrangements for storage of water for use in works. In case Distributory/Minors are closed for intervals the contractor has to make his own arrangement of water at his cost. No claim of any kind will be entertained on this account.

1.0.1 The measurements for the work shall be taken by Contractor's authorized engineer in the presence of Engineer-in-charge or his authorized representative and recorded in the authorized books. The contractor shall obtain the signature of Engineer-in-charge or his authorized representative on such recorded, measurements in token of acceptance. If the contractor fails to take such measurements then the Engineer-in-charge will cause to record the measurements which will be final and bindings on the contractor. This Para is applicable to all items.

Qualification Criteria for Consultant

- 2 1. Qualification will be based on Bidder's meeting all the following criteria regarding their general and particular experience, financial position, personnel and, other relevant information as demonstrated by the Bidder's responses in the Information Forms attached to the Letter of Application. Commercial bid will be opened only if bidder qualifies all the following Qualifying Criteria.
2. Bidder should be Empanelled / Registered Consultant with PWD/Corporation/Any State Govt Deptt.

3. Please Note that, the work intended to be carried out under this tender document is mainly Consists of taking measurments of existing houses in detailed and prepararion of estimates along with relevant drawings and carried valuation of existing houses and open lands

- 3 The Consultant should produce the list and details of work done certificates or work orders with TDS certificates if work done certificate not available.