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**GOVERNMENT OF MAHARASHTRA**

**DEPARTMENT OF AGRICULTURE**

**SUB DIVISIONAL AGRICULTURE OFFICER,**
**DEGLOOR**

# TENDER DOCUMENT

**Name of Work**

## DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED

**Tender Cost Rs.11,70,977 /-**

***TENDER DETAILS***

**Tender No : E-tender Notice No-** SDAO/DEGLOOR/POC/04/2026-27

**Tender Notice No : DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED**

**Tender Notice Date**: A s **per online Schedule**

| | | |
|---|---|---|
| **Sub Division** | : | Sub Divisional Agriculture Office, DEGLOOR |
| **Locations** | : | |
| **Officer Name** | : | VITTHAL B. GITE |
| **Designation** | : | SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR, |

Sub Divisional Agriculture Officer,
DEGLOOR

## ***Tender Work Details***

E-tender Notice No. SDAO/DEGLOOR/POC/04/2026-27

**Tender Type** : B-1

**Estimated Cost** : **Rs** 11,70,977 //-

## Earnest Money Deposit (EMD) Pay Details

**Formula Description** **:** EMD Fee 1%

**Fee Based on Vendor Category** **:** …

**Currency Based Rates** **:**Rs**…..**

**Is Percent Based Computation Applicable :**

**Slab Based Computation Applicable** **:** …..

| Sr.No | Currency | Amount |
|---|---|---|
| 1 | INR | Rs...../- |

# INDEX

**NAME OF WORK** : **DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED**


| Sr.No. | Contents | Page Number | |
|---|---|---|---|
| | | From | To |
| 1 | **Details regarding tender** | 2 | 3 |
| 2 | **Invitation of Tender a) Press Notice b) Detailed Tender Notice , c) Corrigendum** | 4 | 10 |
| | **B-l Tender Form** | 11 | 11 |
| 3 | **APPENDIXES** | -- | -- |
| 4 | **APPENDIX *"A"* Details of work of similar type and magnitude carried by the tenderer** | 12 | 32 |
| 5 | **APPENDIX "B" Details of other works tendered for & works in hand as on the date of submission of this tender** | 33 | 33 |
| 6 | **APPENDIX "C" Details of plant immediately available with the tenderer for use on work** | 34 | 34 |
| 7 | **APPENDIX "D" Details of technical personnel with the tenderer** | 35 | 35 |
| 8 | **APPENDIX "E" Declaration of the Contractor** | 36 | 36 |
| 8 | **APPENDIX "F" Form of one year Term Deposit Receipt** | 37 | 37 |
| 9 | **APPENDIX *"G"* Bank Guarantee** | 38 | 40 |
| 10 | **Conditions of Contract** | 41 | 66 |
| 11 | **Schedule "A"** | 67 | 67 |
| 12 | **Schedule "B"** | 68 | 68 |
| 13 | **Construction Programme** | 69 | 69 |
| 14 | **Special Conditions of the Contract** | 70 | 87 |
| 15 | **General Specification** | 88 | 100 |
| 16 | **Drawings** | -- | -- |


Issued to ----------

Class ----------DR. NO.----------On ----------

**Technical Officer**

SUB DIVISIONAL AGRICULTURE OFFICER,
DEGLOOR

-

***Tender Schedule***

| Sr. No | S.D.A.O Stage | Contractor Stage | Start Date | Expiry Date |
|---|---|---|---|---|
| 1 | Release Tender | Open | **08/05/2026** | **22/05/2026** |
| 2 | | Main Tender Document Download Online Bid Preparation | **08/05/2026** | **22/05/2026** |
| 3 | Technical Bid Opening | | **25/05/2026 11:00 am** | |

Sub Divisional Agriculture, Officer
DEGLOOR

कृषि विभाग
कार्यालय-उपविभागीय कृषि अधिकारी,देगलूर.जि.नांदेड.
मेडीवार बिल्डींग,पहिला मजला,नविन सराफा लाईन,देगलूर जि.नांदेड.
दुरध्वनी क्रमांक-02463-255745 ई-मेल:-sdao_deg@rediffmail.com

ई- निविदा सूचना क्र.०१

उपविभागीय कृषी अधिकारी ,देगलूर यांचेकडून सा. बा.वि. जलसंधारण महामंडळ आणि कृषी विभाग ,जलसंपद महाराष्ट्र शासन यांचेकडील योग्य त्या वर्गातील नोंदणीकृत कंत्राटदार कडून खालील नमूद केलेल्या कामाकरिता ONLINE ची 1-निविदा मागविण्यात येते आहेत .सदर निविदेची सविस्तर माहिती www.mahaetender.gov.in या website वर उपलब्ध आहे .दिनांक 08/05/2026 ते 22/05/2026 दुपारी ५.०० वाजे पर्यंत पाहता व भरता येतील.

| अनु क्र. | Ref No | कामा चे नाव | अंदाजित रक्कम | कंत्राटदारा चा वर्ग | Emd 1% | Tender Fee | काम करण्याचा कालावधी |
|---|---|---|---|---|---|---|---|
| 1 | SDAO/DEGLOOR/POC/01/2026-27 | DISILTING AND NALADEEPNING AT SAWALI ND 9 ON MR-65/01/04/1 TO MR-65/01/04/9 Taluka-MUKHED DIST NANDED | 18,87,619/- | OPEN | 18,876/- | 590/- | १ महिना |
| 2 | SDAO/DEGLOOR/POC/02/2026-27 | DISILTING AND NALADEEPNING AT BENNAL ND 5 ON MR-65/01/01/1 TO MR-65/01/01/5 Taluka-MUKHED DIST NANDED | 10,55,325/- | OPEN | 10,553/- | 590/- | १ महिना |
| 3 | SDAO/DEGLOOR/POC/03/2026-27 | DISILTING AND NALADEEPNING AT JIRGA ND 7 ON MR-50/01/01/1 TO MR-50/01/01/7 Taluka-MUKHED DIST NANDED | 14,08,966/- | OPEN | 14,089/- | 590/- | १ महिना |
| 4 | SDAO/DEGLOOR/POC/04/2026-27 | DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 Taluka- MUKHED DIST NANDED | 11,70,977/- | OPEN | 11,709/- | 590/- | १ महिना |
| 5 | SDAO/DEGLOOR/POC/05/2026-27 | DISILTING AND NALADEEPNING AT JAMB BU ND 3 ON MR-37/01/01,2,3,4,5 Taluka- MUKHED DIST NANDED | 11,29,775/- | OPEN | 11297/- | 590/- | १ महिना |
| 6 | SDAO/DEGLOOR/POC/06/2026-27 | DISILTING AND NALADEEPNING AT JAMB KH ND 4 ON MR-37/01/6,7,8 Taluka- MUKHED DIST NANDED | 8,70,630/- | OPEN | 8706/- | 590/- | १ महिना |
| 7 | SDAO/DEGLOOR/POC/07/2026-27 | DISILTING AND NALADEEPNING AT MANGYAL ND 8 ON MR-50/01/22/1,2 , MR-50/01/10/3,4,5, MR-50/01/02/01, MR-50/01/12/01,2 Taluka-MUKHED DIST NANDED | 19,40,105/- | OPEN | 13401/- | 590/- | १ महिना |
| 8 | SDAO/DEGLOOR/POC/08/2026-27 | DISILTING AND NALADEEPNING AT KERUR ND 4 ON MR-50/02/14/1,2 ,3,4 GV 112/03/02 Taluka-BILOLI DIST NANDED | 8,66,253/- | OPEN | 8662/- | 590/- | १ महिना |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | SDAO/DEGLOOR/POC/09/2026-27 | DISILTING AND NALADEEPNING AT CHITMOGRA ND 3 ON MR-59/02/14/1,3 Taluka- BILOLI DIST NANDED | 4,13,763 /- | OPEN | 4137/- | 590/- | १ महिना |
| 10 | SDAO/DEGLOOR/POC/10/2026-27 | GRADED BUNDUNG AT HIPPARGA JA GB 3 ON GV 110/01/131/1, GV 106/04/5/2,3 Taluka- NAIGAON DIST NANDED | 10,19,080 /- | OPEN | 10190/- | 590/- | १ महिना |
| 11 | SDAO/DEGLOOR/POC/11/2026-27 | GRADED BUNDUNG AT KOLAMBI GB 2 ON GV 106/04/13/2, GV 106/04/13/3, Taluka- NAIGAON DIST NANDED | 7,90,581 /- | OPEN | 7905/- | 590/- | १ महिना |
| 12 | SDAO/DEGLOOR/POC/12/2026-27 | GRADED BUNDUNG AT NANRANGAL GB 1 ON GV 106/04/04/2, Taluka- NAIGAON DIST NANDED | 3,46,634 /- | OPEN | 3466/- | 590/- | १ महिना |

निविदा धारकास लागणारी कागदपत्रे :-

| अनु क्र. | कागदपत्राचे नाव |
|---|---|
| ०१ | **License Copy** |
| ०२ | **PAN CARD** |
| ०३ | **AADHAR CARD** |
| ०४ | **GST CERTIFICATE** व गत वर्षाचे वस्तू व सेवा कर मंजुरी प्रमाणपत्र**(CLEARNCE)** |
| ०५ | **Turn Over Certificate** |
| ०६ | **Pervious work orders** |
| ०७ | **Any Type Of Work Done Certificate** |
| ०८ | **Similar Type Of Work any type of masonry/ Concrete work activity** |
| ०९ | मागील वर्षाचे आयकर विवरण पत्र **(Income tax Return)** |
| १० | **Professional Tax Registration** |
| ११ | **Professional Tax Clearance Certificate** जोडणे आवश्यक राहिल. |

टीप-:

1. निविदेचे कोरे अर्ज आणि सविस्तर सूचना शासनाच्या www.mahaetenders.gov.in या संकेत स्थळावर उपलब्ध आहे . वरील संकेतस्थळावरून अर्ज डाउनलोड करा .तत्पूर्वी निविद शुल्क ई-निविदा अंतर्गत ओनलाईन वेत e-payment गेटवे द्वारे विहित वेळेत जमा करावे.
2. कोणतीही किंवा सर्व निविदा कोणतेही कारण न देता नाकारण्याचा अधिकार उप –विभागीय कृषी अधिकारी यांनी राखून ठेवला आहे .
3. अनुदान उपलब्धतेनुसारच कामाचे देयक अदा करण्यात येईल.
4. अर्जासह security deposit धनाकर्ष/बँक ग्यारंटी/मुदतठेवस्वरुपात उपविभगीय कृषी अधिकारी,देगलूर यांच्यानावेलिफाफा क्र ०२ उघडल्या नंतर धनाकर्ष उपविभागीय अधिकारी,देगलूर यांचे नावे अर्जदाराच्या बँकेखात्यातून काढण्यात यावे.व ते 5 दिवसाच्या आत कार्यालयात जमा करावे.
5. एका कं टदारास 50.00 लक्ष पर्यंत मर्यादेचे पर्यतचे निविदा सादर करता येतील .
6. कोणत्याही क्षणी निविदा रद्द करण्याचे अधिकार उपविभागीय कृषी अधिकारी, देगलूर याच्याकडे असतील.
7. ठेकेदाराकडे शक्यतोवर स्वताचे मशीन आसने आवशक आहे .नसल्यास रु .१०० च्या BOND वर करारनामा सादर करावा व करारनाम्यातील माशीनरी चाच वापर सदरील कामावर होणे अनिवार्य आहे.

8. बँक प्रतिभूती हमीची/DD/FDR ची मुदत कामाच्या दोष दायित्व कालावधी नंतर किमान १ वर्ष कालावधी पर्यंत असावी.
9. तांत्रिक लिफाफा उघडण्याच्या दिनांक व वेळ निविदे मध्ये देण्यात आलेल्या वेळेनुसार निविदाधारक स्वतः उपविभागीय कृषी अधिकारी,देगलूर ,येथे उपलब्ध राहवे, नसल्यास कोणत्याही प्रकारी हरकत नाही आगे गृहीत धरून तांत्रिक लीफिफा उघडण्यात येतील.
10. निविदेतील लिफाफा क्र. १ मध्ये तसेच निविदा मंजूरी व नंतर देयके अदा करताणा जोडलेली कागदपत्रे खोटी व बनावट असल्याची बाब निविदा उघडल्या नंतर निदर्शनास आल्यास देयक अदा करण्यात येणार नाही व त्यास कंत्राटदार पूर्णपणे जबाबदार राहतील.

उप विभागीय कृषी अधिकारी,
देगलूर.

**B-l FORM (Percentage Rate)**

**TENDER PAPERS FOR** NAME OF WORK : **DISILTING AND NALA DEEPNING AT SAWALI ND 9 ON MR-65/01/04/1 TO MR-65/01/04/9 TALUKA- MUKHED DIST NANDED**

1) NAME OF CONTRACTOR : **Shri. / M/s.:**

2) LAST DATE SUBMISSION OF TENDER : **As per schedule**

3) DATE OF OPENING OF TENDER : **As per schedule**

4) COST OF TENDER FORM : Rs. 1000/- **Received.**

**Vide D.R. No.** **:**

**Date** **:- As per online Schedule**

5) NAME OF TENDER ACCEPTING AUTHORITY **: SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR,**

6) AMOUNT OF CONTRACT : **Rs. /-**

**_____% below / above.**

7) DATE OF WORK ORDER : / /

**Vide T.O. No. _____/ AB / TC.**

**Date :**

8) PERIOD OF COMPLETION **30 Days/Calendar months**
**(Including monsoon)**

9) EXTENSION OF TIME LIMIT, IF ANY :

## DETAILS OF WORKS

**Name of Work :** DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED

Estimated cost put to Tender : **Rs 11,70,977 //-**

Earnest Money :- In form of Term Deposit Receipt. : **1%**

Term Deposit Scanned Receipt for a period of one year issued by any Scheduled or Nationalised Bank should be attached to the Tender at the time of submission.

Initial Security Deposit 1% **1%**

Remaining 2 % from RA Bill: **2%**

Tender Period:-**As shown in tender notice** from the date of written order to start the work.

| **CONTENTS OF FORM** | | **From** | **To** |
|---|---|---|---|
| Form B-l | Sheet | _____ | _____ |
| Schedule „A“ | Sheet | _____ | _____ |
| Schedule „B“ | Sheet | _____ | _____ |
| Appendices | Sheet | _____ | _____ |
| General Conditions of Contract | Sheet | _____ | _____ |
| Special Conditions of Contract | Sheet | _____ | _____ |
| General Specifications | Sheet | _____ | _____ |
| Drawings Nos. | | _____ | _____ |

**Above to be filled in by the Contractor**

I/We have quoted my /our rates in words as well as in figures. I/We further undertake to enter into Contract in regular „B-1“ Form with Rural Development and Water Conservation Department.

TENDER NOTICE

Sealed Percentage Rate Tenders in B-1 form are invited from the Contractors registered with the PWD Department/ AGRICULTURE Department in appropriate class for the work as detailed below.

a. Name of Work : **DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED**

b. Estimated Cost :**Rs11,70,977 //-**

c. Earnest Money : **1%**

d. Security Deposit : 1%

e. Time Limit : 30 **days** calendar months including monsoon period.

f. Date of issue of Blank Tender Forms : **As per schedule**

g. Date and place of Pre-Tender Conference : **As per Schedule**

h. Last date and time of receipt of Tenders : **As per schedule**

1 The blank forms of tender documents are available on the e-Tendering website of Govt . of Maharashtra http://mahaetenders.gov.in The aspiring Bidders will have to download Tender form, from the website mentioned above. **Before purchasing of Tender Documents, the Bidder is required to deposit Rs.1000/- (Rs. one thousand only)**through E- Payment Gateway for bidder by all modes like internet banking having core banking facility. Payment of tender fee by Cash or Cheque as well as application by Post, Courier or RPAD will not be accepted.

2 Each tender shall be accompanied by earnest money EMD shall be through E- Paymen t Gateway for bidder by all modes like internet banking having core banking facility within the stipulated Date & Time. (Exemption of EMD is cancelledvide G.R.no.CAT06/2014/t.no.242/Emarat-2 matralya Mumbai32 Dt24/02/16 )

3 Tenders should be submitted online on**As** www.mahaetender.gov.in and will be opened by **Sub divisional Agri. Officer DEGLOOR,** on the same day, if possible. The offer will remain valid for a period of 90 days from the date of opening of the tender and therefter until it is withdrawn in writing by the tenderer.

4. Pre-tender conference of prospective renderers, who have downloaded the blank tender forms, will be held in the Office of the **Sub divisional Agril.OfficerDEGLOOR**, wil l issue clarifications (if any) regarding the tender. These clarifications, referred as "common set of conditions" shall be uploaded on the web site and shall be the part o f Main Tender Document. The Bidders shall submit, the same with Main Tende r Document on line in Envelope No.1 Failing which the envelope No. 2 of the bidder wil l not be opened.

Rights are reserved by the competent authority to reject all the process of tender at any time of the tender or a tender or all the tenders without assigning any reason thereof Decision for acceptance or rejection will rest with the competent authority.

5. The tenderes are requested to read carefully all the tender instructions mentioned in while submitting their tenders online in two envelope system. They should also be very careful regarding the documents to be submitted in the envelopes. Non observance of these things may result in rejecting the tender.

**Sub. Divisional Agricultural,Officer**
DEGLOOR

**DETAILED TENDER NOTICE**

Sealed Percentage rate tenders in B-1 form are invited from the Contractors registered with the Public Works Department, Government of Maharashtra in **as per appropriate class** and above Category and registered with Agriculture Department, Government of Maharashtra in **as per appropriate class** and above Category in the form of E- Tender for the Construction of

DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED

b. Estimated Cost :**Rs. 11,70,977 //-**

1. Estimated Cost (Approximately) :- **Rs11,70,977 //-**

2. Earnest Money :- 1%
3. Security Deposit :- 1%

4. Time Limit :- **30days (Including Monsoon)**
5. Date of downloaded & preparation of Tender Document :-**As per time schedule** .

6. Last Date of re-encryption of Tender Documents :-**As per time schedule.**

1.2 Blank Tender forms can be downloaded by Qualified Contractors only from the department"s portal http://www.mahaetender.gov.in& payment of **Rs. 1000/-**should be directly deposited to office of the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR or** by, the Contractor should draw D D of the same amount from scheduled / Nationalized bank in the name of **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR**or deposit process fee and submit scanned copy of D D along with the Tender document at the time of online submission of the Tender Documents. The original D D should be submitted in the office of **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR**fore thelast date & time of online submission of the Tender Document . The payment by cheque will snotbe accepted.

1.3 Each tender shall be accompanied by scanned copy of earnest money in the form of Term Deposit Receipt for one year issued by a Nationalized/Scheduled Bank in the prescribed form in favor of the Sub Divisional Agriculture Officer, DEGLOOR, DEGLOOR

(Exmation of EMD is canclledvide G.R.no.CAT06/2014/t.no.242/Emarat-2 matralya Mumbai32 Dt24/02/16 ) without earnest money which the tender will not be considered. Neither cheque nor cash nor bank guarantee will be accepted towards payment of earnest money Term Deposit Receipt for one year issued by a Nationalized/scheduled Bank should be submitted in the office of **SUB DIVISIONAL**

**AGRICULTURE OFFICER, DEGLOOR** before the last date of online submission of the Tender Document.

1.4 Tenders should be submitted online from **As per schedule** and will be opened by the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR**on the same day if possible. The offer will remain valid for a period of ….. days, from the date of opening of tender and there after until it is withdrawn in writing by the tenderer.

1.5 The right is reserved to reject any item of the tender, or a tender, or all the tenders, without assigning any reason therefore. Decision for acceptance or rejection rests with the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR.**

he latest Income Tax documents (PAN Card and Balance Sheet from Chartered Accountant and Filed IT Returns, Details of Receipt & Payments) and valid Contractor's Registration Certificate, Registration and Clearance Certificate as per the provision in labour /employees provident fund, labourlicence. Scanned copies of all Originals will have to be submitted with Pre-qualification / blank tender form; otherwise Pre-qualification/tender forms will be rejected. The Contractor's who successfully qualify in pre-qualification evaluation can participate in the further process of tendering.

1.7 The site of work is near village Conditional Tenders will not be accepted.

**SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR, -**

## 2. INSTRUCTIONS AND NOTES FOR THE GUIDNCE OF TENDERERS

2.1 The tenderer shall be presumed to have carefully examined all documents, forms statement, special conditions schedules, drawings, general conditions and specifications of contract and to have fully acquainted themselves with all the details of site labour conditions and in general with all necessary information and date etc. pertaining to and needed for the work till completion of the work.

2.2 The tenders should see in particular the quarry sites and satisfy themselves about the quality and quantities of the materials available as the rates quoted will be inclusive of all leads and lifts involved in bringing the materials from the quarry areas. All necessary testing of materials shall be carried out by the Contractor at his own cost to confirm their suitability before the materials will be permitted to be used. No claim in respect of additional leads and lifts will be entertained.

## 3 ROYALTIES :

3.1 All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any, shall be paid by the Contractor. All fees, including royalties etc. are included in the rates submitted in the Tender.

3.2 The amount of royalty included in the items of schedule 'B', the amount of royalty is to be paid by the Contractor. If, Contractor fails to pay, the amount of royalty shall be deducted from RA Bill as per the prevailing rates and will be released only after producing the documentary evidence of payment of royalty charges paid to concerned Revenue Authority. If Contractor fails to produce the documentary evidence of payment of royalty charges, the amount of royalty deducted from RA Bill shall be directly paid to the concerned Revenue Authority.

## 4. PREFERENCE :

Preference will be given to those Contractors who have previous experience of such type of large works and who have necessary machinery with them who qualify through the Pre-Qualification evaluation.

## 5. TIME LIMIT :

The work is to be completed within 1 calendar months including monsoon from date of written Work Order to commence the work.

## 6. CONDITIONAL TENDERS :

i) Conditional tenders will not be considered for acceptance .

ii) The tenderers are requested to read carefully all the instructions mentioned in para (8B) while submitting their tenders in e-tendering system in two envelope system They should also be very careful regarding the documents to be submitted. Non observance of these things may result in rejection of the tender.

Tenders which do not fulfill any of the conditions of notification and general rules and directions for the guidance of the Contractors on page 1 of agreements form (printed B-1 form) or are incomplete in any respect are liable to be rejected without assigning any reason thereof.

**7. TENDER QUOTING**

a) The tenderer should quote percentage below or above both in words and figures while online submission of the Tender no alteration in the form of the tender and in the schedule of quantities and no addition in the form of special stipulation will be permitted. No change in the units shall be allowed. The rates quoted in Tender shall be taken as applying to all conditions of weather and the rates quoted will be inclusive of all taxes if any.

b) Tendered percentage below or above shall be written at the appropriate place in English both in words and figures. In case the percentage expressed in words differs from that expressed in figures, the lowest of the two will be taken as correct.

c) Neither erasures nor over- writings shall be made in the price schedule and in general in the tendered documents. Every correction shall be made by crossing the pen across the incorrect or unrequired portion and writing the correct or required portion above. All corrections shall bear the dated initials of the tenderer.

d) All pages of the tender documents, conditions, specifications and drawings, etc. shall be signed by the tenderer with his digital signature.

e) The tender shall contain the name, residence and place of business of person/ persons submitting the tender.

f) Tender by partnership firm shall furnish the full name(s) of all authorized representative on behalf of each partner followed by the name and designation of the person signing. An attested copy of the partnership deed shall be furnished along with the tender. Tender by companies shall be signed with the legal name of the company and signed by the person authorized to sign it in the matter.

h) Whenever, whether in the submission of tender or later in other matters the signatures are made by one person on behalf of a company or partnership, the tenderer shall supply an attested copy of the power of attorney.

i) Witnesses and sureties shall be the persons of status and probity and their names, occupations and address shall be stated below their signatures. All signatures shall be dated.

**8. TENDERING PROCEDURE :**

**A) BLANK TENDER FORMS :**

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

**B) MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENT :**

The Tenderer shall submit the Tender documents by uploading online in two envelopes as below:

**a) TECHNICAL ENVELOPE (T1) :**

The first envelope, named as “Envelope T1”, shall contain the following documents.

1. **Tenderer has to pay EMD by way of using online Gate way payment facility only as prescribed elsewhere and upload the scanned copy of Screen shot of payment made through online..**

| अनु क्र. | कागदपत्राचे नाव |
|---|---|
| ०१ | **License Copy** |
| ०२ | **PAN CARD** |
| ०३ | **AADHAR CARD** |
| ०४ | **GST CERTIFICATE व गत वर्षाचे वस्तू व सेवा कर मंजुरी प्रमाणपत्र(CLEARNCE)** |
| ०५ | **Turn Over Certificate** |
| ०६ | **Pervious work orders** |
| ०७ | **Any Type Of Work Done Certificate** |
| ०८ | **Similar Type Of Work any type of masonry/ Concrete work activity** |
| ०९ | **मागील वर्षाचे आयकर विवरण पत्र (Income tax Return)** |
| १० | **Professional Tax Registration** |
| ११ | **Professional Tax Clearance Certificate जोडणे आवश्यक राहिल.** |

2. **Declaration E on 100/- Stamp Paper Notarized**
3. **Declaration Of Black Listed In Appendix -K On 500/- Stamp Paper With Notorised**

~~4. **Scanned Copy of Details of the works tendered for and in hand with the value of the work unfinished on the last date of submission of tender (in Appendix 'A' No.I, on Page No.20). The Statement from the Head of the Officer under whom the works are in progress should be uploaded duly digitally signed by contractor**~~

~~11 **List of Machinery (Appendix 'B')**~~

~~12 **Machinery Owner Must Be Resident Of Maharashtra State**~~

~~13 **Scanned copy of Patdari certificate Nanded District Labor Cooperative Societies Association Nanded (only For Majoor sahkari Santh )( not allowed For UEE and open contactor)**~~

~~14 LIST OF TECHNICAL PERSON~~

~~15 ALL TENDER DOCUMENT DULY DIGITALY SIGN BY CONTOCTOR.~~

~~16 **Site visit report & GEO tag photograph duly signed by Concerned officers & bidder. Mandatory (Refer Format G)**~~

१. रक्कम रु. १० लक्ष पेक्षा जास्त रकमेच्या कामाच्या निविदा सूचना प्रसिद्ध करताना त्या जिल्ह्यातील सदस्यच निविदा स्पर्धेमध्ये भाग घेवू शकतील हि अट सार्वजनिक बांधकाम विभाग शा. नि. सिएटी-०१/२०१५/प्र.क्र.-२०/ ईमा-२ दिनांक २४.०४.२०१५मजूर सहकारी संस्था व सुशिक्षित बेरोजगार अभियंता या संवर्गास लागू आहे.

२. निविदेतील लिफाफा क्र. १ मध्ये तसेच निविदा मंजूरी व नंतर देयके अदा करताणा जोडलेली कागदपत्रे खोटी व बनावट असल्याची बाब निविदा उघडल्या नंतर निदर्शनास आल्यास देयक अदा करण्यात येणार नाही व त्यास कंत्राटदार पूर्णपणे जबाबदार राहतील. COMMERCIAL ENVELOPE (C1) – TENDER

The second envelope named as "Envelope C1" shall contain only the main Tender including the common set of conditions / stipulations issued by the Department after the pre-Tender conference. A Tender submitted online without this will be considered as invalid and program of the work to be carried out as proposed by the Contractors. The Tenderer should quote his offer on Schedule "B" of the Tender and a percentage of estimated rates at the appropriate place in the Tender documents and enclose in Envelope C1. The Tenderer should not quote his offer anywhere directly or indirectly in Envelope T1. The Contractor shall quote for the work as per details given in this main tender and also based on the detailed set of conditions issued /additional stipulation made by the department as informed to him by a letter from the **Sub Divisional Agriculture Officer, DEGLOOR,** This Tender shall be unconditional.

The Tenderer should quote his offer on" percentage rate format inlusive of all taxes

<iÉ® ºÉSÉxÉÉ : 1) JÉ±*ÉÉ ´É <iÉ® |É´ÉMÉÉÉiÉÒ±É ¤É½¦ÉvÉÉ®ÉEò ¶ÉiÉÉEò®Ò ´É +±{É, +i*±{ ¶ÉiÉÉEò®Ò +xÉºÉSÉÒiÉ VÉÉÉiÉÒ ´É +xÉºÉSÉÒiÉ VÉ¨ÉÉÉiÉÒ ¶ÉiÉÉEò®Ò *ÉÉÆS*ÉÉ EòbxÉ +xÉGò¨É 5% ´É 10% {ÉÉxÉ±ÉÉ]¡ Ê´ÉEòÉºÉ ÊxÉvÉÒ JÉi*ÉiÉ VÉ¨ÉÉ Eò¯ûxÉSÉ EòÉ¨É¡ ºÉ¯û Eò®É´ÉÒiÉ.

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3) ÊxÉÉÊ´ÉnùÉ vÉÉ®ûEòÉxÉä ºÉ´É EòÉ¨É¡ |ÉEò±{É EòÉ*ÉÉx´ÉÒ*ÉÒxÉ (PIA) +É¦ÉEò®xÉ ´É ºÉ¤ÉvÉÒiÉ {ÉÉxÉ±ÉÉ]¡ º¨É¨iÉ *ÉÉS*ÉÉ ¨ÉÉMÉn¶ÉxÉÉJÉ±ÉÒ {ÉhÉ E®¨iÉ.

**b) SUBMISSION OF TENDER :**

The two Envelopes T l and C1, shall be submitted online by uploading:

The date and time for receipt of envelope containing Tender shall strictly apply in all cases. The Tenderer should ensure that their Tender is properly uploaded & submittedbefore the stipulated expiry date and time. No delay on account of any cause will be entertained for the late receipt of the Tender. A Tender offered or received after the date and time is over, will either not be accepted or if inadvertently accepted, will not be opened.

**c) OPENING OF TENDERS :**

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

**TECHNICAL ENVELOPE (T1) :**

Envelope Tl of all the Tenderers will be opened first to verify that its contents are as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the Tender opening authority and the said Tende's Envelope C1 will not be considered for further action and the same will be recorded.

**COMMERCIALENVELOPE (C1) :**

This envelope shall be opened immediately after opening of Envelope T1, only if the contents of Envelope Tl are found to be acceptable to the Department. The percentage above or below the estimated rates shall then be read out.

9. The tenders will be opened **as per online schedual** if possible in presence of the tenderers or their authorized agents, who may choose to be present.

10. **THE TENDER WILL BE LIABLE TO BE REJECTED OUTRIGHT IF WHILE SUBMITTING :**

1) The tenderer proposes any alterations in the work specified in the tender or in the time allowed for carrying out the work or any other condition.
2) Any of the pages of the tender are removed or replaced
3) The percentage above or below are not clearly mentioned both in figures and words in the tender documents.

4) The Tenderer, or in the case of a partnership firm, each partner thereof, does not sign or the signature/s is / are not attested by a witness on B-1 Tender Form of the tender in the space provided for the purpose (or provisions of paragraph 14.( d) are not complied with). In case of tender by companies, it should be signed by the legal name of the company and signed by the person authorized to sign to tender documents in the matter.

5) Any erasures are made in the tenderer.
6) All corrections and additions or pasted slips are not signed by the tenderer.

11. **EARNEST MONEY / SECURITY DEPOSIT :**

i) a) A sum of **1%** on account of earnest money should be paid in the form of a challan showing deposit of cash into the Treasury Bank or by a "Term Deposit Receipt" for 12 months issued by a Scheduled / Nationalised Bank, duly endorsed, in favorr of **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR** or by, the Contractor

should draw Demand Draft (D D) of the same amount from scheduled / Nationalised bank and submit scanned copy of Demand

Draft (D D) along with Tender document at the time of online submission of the Tender. The original DD/Challan/Term Deposit Receipt should be submitted to the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR** before the last date of submission of Tender.

b) Earnest Money in the form of cash or cheque will not be accepted. earnest money
c) Tenderers who have paid the required sum as deposit and executed the necessary bonds as per the rules of registration with Govt. of Maharashtra.

ii) The earnest money paid in cash in treasury or bank vide challan or by "Term Deposits receipt" for 12 months in the case of tenderers whose tenders are not accepted, earnest money will be refunded, and in the case of the successful tenderer be refunded after payment of cash security deposit and the balance amount of security deposit will be augmented by deduction from bills towards security deposit as stipulated in the printed B-l form. In case of the successful tender who is exempted from payment of earnest money as in Para (c) above, the payment of security deposit shall be as stipulated in the sub-Para below :

The successful tenderer who is exempted from payment of earnest money -shall have to pay a security deposit of **Rs.** ..... In **cash or Term Deposit Receipt** within
the period stipulated in Para 13 below at the time of signing of the agreements.

iii) In lieu of cash deposit mentioned above in Para 11 (ii) Government Security, gold bonds, guarantee bonds from a Scheduled Bank in the form acceptable to
Government, National Savings certificates, National Defense Saving Certificates, for the value for which they can be encashed at the time of presentation as security deposit, Port Trust bonds, Municipal debentures, scripts of rural debentures issued by the Mumbai State Co-operative Land Mortgage Bank Limited, standing in the name of the Tenderer shall be accepted, if pledged as a Security Deposit in the name of **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR,** Guarantee bonds of scheduled bank in the form acceptable to government shall be accepted. The balance, amounts of security deposit shall be recovered by deduction from running account bills.

12. **ADDITIONAL SECURITY DEPOSIT**:

**CONDITION FOR PAYMENT OF PERFORMANCE SECURITY DEPOSITE IF THE OFFER IS RECEIVED LOWER THAN (1) PERCENT BELOW ESTIMATE COST PUT TO TENDER**

In case the tenderer offers rates lower than the estimate cost put tender, in that case,

The tender will have to pay additional performance security deposit in form of demand

Draft scanned copy of said demand draft is to be submitted/ uploaded in envelope -

As specified below.

(12.1) There is no need to pay performance security deposit, if Tender offer is up to 1% (one percent) Below the estimated cost put to tender.

(12.2) If tender offer is up to 10% below the estimated cost put tender, than the performance security Deposit shall be 1% of the estimated cost put to tender.

(12.3) If tender offered more than 10 percent below the estimated cost put to tender, the shall

Submit 1% plus the percentage by wich tender offer is more than 10% below of amount

Put to tender, (e.g. if tender offered 14% below he have to submit (14%-10%)+1%i.e total 5% Estimated cost put to tender.

(12.4) in case of submission of false document / Demand draft without prejudice to any other rights And power of the government, her under, or in law, earnest money deposit will be forfeited.

(12.5) All above demand draft shall be either of government bank or of scheduled Bank drawn in favor Concerned **SUB DIVISIONAL AGRICULTURE OFFICER,** only duly mentioning the MICR and IFSC code Said bank.

(12.6) validity of said demand draft must be for minimum 3 month from date of submission of Tender.

(12.7) **PHYSICAL SUBMISSION OF SAID DEMAND DRAFT**

The original Demand Draft shall be submitted in sealed cover (with full name and address of the tenderer Tender notice no. (TENDER NO) and the name of work written at the top envelope) addressed to the Concerned **SUB DIVISIONAL AGRICULTURE OFFICER** within 5 (five) working days, from the last date Of submission of Tender.

(12.8) Other than 1st AND 2nd lowest Tender all other unsuccessful Tenderers Demand Draft will be refunded On their application only after an intimation of rejection of Their Tender is sent to them or on the Validity period whichever is earlier.

(12.9) 2nd lowest Tender demand draft will be refunded after 3 days of issuance Work order.

(12.10) Successful Tender Demand Draft will be refunded after 3 month from the date of satisfactorily Completion of Work. In all other cases Demand Draft will be forfeited to Government.

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## 13. ACCEPTANCE OF THE TENDER :-

Acceptance of the tender will rest with the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR** who reserves the right to reject any item of the tender, or a Tender or all Tenders without assigning any reasons thereof. The person /persons whose Tender may be accepted shall have to pay the cash security deposit and enter into regular B-l agreement within ten days of being notified to do so (which period may be extended by the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR** up to 15 days, if he thinks it fit to do so), and shall abide by all rules & regulations embodied therein. In the event of the failure of the Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to Government and the acceptance of the tender shall be considered as withdrawn. In the case of Contractors who are exempted from paying the earnest money and who fail to pay the security deposit & sign the agreement in the stipulated time, the fixed amount deposited by them as per the rule governing registration of Contractors, shall stand forfeited to Government. The facility of not paying earnest money extended to such Contractors shall also stand withdrawn from the date on which they fail to comply with the requirements and their registration is also liable to be cancelled.

The offer shall remain open for acceptance for a minimum period of 7 (Seven) days from the date fixed for opening the same and there after until it is withdrawn by the Tenderer by notice in writing duly addressed to the authority opening the Tender and sent by registered post acknowledgment due or otherwise delivered at the office of such authority and also subject to other conditions shown in Memorandum of Agreement printed .

14. The right is reserved to revise or amend the tender documents prior to the last date notified for the issue of tenders. Such revisions or amendments or extensions shall be communicated to all concerned in the form of addenda or by notice in the press as may be considered suitable.

15. Should some items of work are being executed departmentally. The quantities that would be executed during the period between the issue of tender notice and fixation of agency will be deducted from the quantities in the tender. The tenderer should take cognizance of this fact and no claims would be tenable on a account of such reduction in the quantities. [Vide Govt. Letter No. 1062/ 1181/666 (E) 17 dated 62/06/62.]

16. The successful tenderer should produce to the satisfaction of the competent authority accepting the Tender a valid and concurrent license issued in his favor under the provisions of the contract labour ( Regulation and Abolition) Act .1970 and the Maharashtra contract labour (Regulation and Abolition)Rule 1971 before starting the work. On failure to do so, the acceptance of the Tender will be liable to be withdrawn and also the earnest money will be forfeited to the Government.

17. As per Government of Maharashtra, Irrigation Department, circular No. Misc. 1997 (S97) MPCP Mantralaya Mumbai Dt. 22.5.98. In the case of possibility of excess execution of the quantities of several items. The necessary proposals are to be submitted to the competent authority for approval before execution of work with the decision of competent authority will be binding on the Contractor.

18. The Tenderer is bound to submit his yearly work month wise program regarding itemwise quantities, amounts and other details regarding it, which will be finalized by the Sub Divisional Agriculture Officer, DEGLOOR, before the issue of the Work Order and the same will be revived at the beginning of the financial year as per availability of the funds. The work schedule may be periodically revised by the Sub Divisional Agriculture Officer, DEGLOOR, only if found necessary due to circumstances beyond the control of the Tenderer.

**ANNEX - A TO DETAILED TENDER NOTICE**

A) DESCRIPTION OF THE PROJECT :- **DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED**

B) STATUS OF THE PROJECT :- The preliminary works of the project are taken up in hand at of the earliest.

C) CLIMATIC CONDITIONS :- The project is situated in Maharashtra Region. The av. rainfall varies from ……. mm to …… mm the av. Temperature varies from ……$^0$c to …….$^0$c.The rainy season Commence from June & last up to beginning of October.

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D) SCOPE OF THE WORK :- **DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED**

E) INFORMATION ABOUT THE WORKS AND SITE CONDITIONS

a. Location of work. :- ….. km from District place ……...
…… km from Taluka place …….

b. Nearest railway Station :- …. km from site .....station

c. Roads :- Approachable by all weather road.

d. Petrol and diesel pumps :- At ……..
Which is ……. km from site.

e. Nearest telephone/telegraph/fax :- At …….
Which is ….. km from site.

F. Status of land acquisition :- Not Applicable.

g. Other relevant information :- The nearest market is at ……..
which is …… km from…… .

**B - 1 TENDER FORM RURAL DEVELOPMENT AND WATER CONSERVATION DEPARTMENT**

**Percentage Rate Tender and Contract for Works P.W.D. 296 e**

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

**1.** All work proposed to be executed by Contract shall be notified in a form of Invitation to Tender, pasted on a board hung up in the office of the Sub Divisional Agriculture Officer, DEGLOOR and signed by the Sub Divisional Agriculture Officer, DEGLOOR.

This form will state the work to be carried out as well as the date for submitting and opening Tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the Tenderer and the amount of security deposit to be deposited by the successful Tenderers and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications designs and drawing and estimated rates, scheduled rates, and any other documents required in connection with the work which will be signed by the Sub Divisional Agriculture Officer, DEGLOOR for the purpose of identification shall also be open for inspection by Contractors at the office of the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR** 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 Government of

Maharashtra such specification with designs and drawing shall form part of the accepted Tender.

**2.** In the event of the Tender being submitted by a firm, it must be signed by each partner there of and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of -attorney authorizing him to do so.

i) The Contractor shall pay along with Tender **Rs. …….. (In Word – … .....only)** as and by way of earnest money. The Contractor may pay the said amount by forwarding deposit, along with the Tender a receipted treasury challan for the said amount Term Deposit Receipt for 12 months for the said amount drawn on any Scheduled Bank for the like amount in favors of the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR**or an earnest money exemption certificate. The said amount of earnest money shall not carry any interest whatsoever.

ii) In the event; of his Tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of Security Deposit payable by him under Condition of General Conditions of Contract.

iii) If, after submitting the Tender, the Contractor withdraws his offer, or modifies the same or if after, the acceptance of his Tender the Contractor fails or neglects to furnish the balance of security deposit, without prejudice to any other rights and powers of the Governments here-under or in law, Government shall be entitled to forfeit the full amount of the earnest money and the additional earnest money deposited by him.

iv) In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall, unless it is prior there to forfeit under the provision of Sub-Clause (iii) above, be refunded to him on his passing receipt therefore.

**3.** Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners, except where the Contractors are described in their Tender as a firm, in which case the receipts shall be signed in the name of the firm, by one of the partners or by some other person having authority to give effectual receipts for the firm.

**4.** Any person who submits a Tender shall fill up usual printed form stating at what percentage he is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to Tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection. Tender shall have the name and the number of the work to which they refer written outside the envelope.

**5.** The **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR**or his duly authorized assistant will open Tenders in the presence of intending tenderer who may be present at the time, and will enter the amounts of the several Tenders in a comparative statement in a suitable form. In the event of a Tender being accepted, the Contractor shall thereupon for the purpose of identification, sign copies of the specification and other document mentioned in rule. In the event of a Tender being rejected, the District Officer

shall refund the amount of the earnest money deposited by the Contractor after obtaining a receipt for the return of earnest money.

**6.** The officer competent to dispose off the Tenders shall have the right of rejecting all or any of the Tenders.

**7.** No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this Tender or the Contract shall be valid and binding on Government unless it is signed by the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR**

**8.** The memorandum of work to be Tendered for and the schedule of the material to be supplied by the Rural Development and Water Conservation Department and their rates shall be filled in and completed by the Office of the **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR** before the tender form is issued. If a form issued to an intending tenderer has not been so filled and completed, he shall request the said office to have this done before he completes, and delivers his Tender.

**9.** All works shall be measured by net standard measure and according to the rules and custom of the Rural Development and Water Conservation Department without reference to any local custom.

**10.** Under no circumstances shall any Contractor be entitled to claim enhanced rates for any items in this Contract.

**11.** A certificate of registration as approved Contractor, with PWD Maharashtra State in respect of Tenders from registered Contractor should be produced with the Tender.

**12.** All corrections, additions or pasted slips should be initialed.

**13.** The measurements of work will be taken according to the usual method of the Rural Development and Water Conservation Department and no proposals to adopt alternative methods will be accepted. The **SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR** decision as to what is the usual method in use in the Rural Development and Water Conservation Department will be final.

**14.** The successful tenderer should produce to the satisfaction of the competent authority accepting the Tender a valid and current license issued in his favors under the Contract Labour (Regulation and abolition) Rule 1970, and the Maharashtra Contract Labour (Regulation and abolition Rule) Rule 1971 before starting the work. On failure to do so the acceptance of the Tender will be liable to be withdrawn and also the earnest money will be forfeited to Government.

**15.** Every tenderer shall submit along with the Tender information regarding the income tax circle or ward of the district in which he is assessed to income tax, the reference to the number of the assessment and the assessment year.

**16.** The Contractor will have to construct shed at work site for storing controlled and valuable materials having double locking arrangements. The materials will then be taken for use in the presence of the Departmental persons. No. materials will be allowed to be removed

form the site of works, without prior permission of Agriculture Assistant / Supervisor in charge.

**17.** Sale Tax Registration Certificate under sales Tax (Re-enacted Act) 1989 issued by the Sale Tax Department (As per I.D. Circular No. Misc. 1628/3062/1985/981) M.P. (P) Mantralaya. Mumbai. Dt. 13.11.1989) must be submitted in Technical Envelope No.T1.

**18.** Income tax @ 2.00 % and surcharge thereon or at the rates amended from time to time as intimated by competent Income tax authority shall be deducted from bill amount, whether measured bills, advance payment or secured advance.

**19.** GST as per informed or amended Rule during contract period, whether measured bills, advance payment or secured advance

**TENDER OF WORK**

I/We hereby Tender for the execution for the Governor of Maharashtra (here-in-before and here-in-after referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at _____ (% in words _____) percent below / above the estimated rates tendered in Schedule B (memorandum showing items of work to be carried out) and in accordance in all respect with the specifications, design, drawing, and instructions in writing referred to in Rule 1 of General Rules and Direction for Guidance of Contractors and in clause 13 of the annexed Conditions of Contract and agree that when materials for the work are provided by Government such materials and the rates to be paid for them shall be as provided in the Schedule „A" hereto.

**MEMORANDUM**

a) General description **DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED**

b) Estimated cost .....**Rs 11,70,977 //-**

c) Earnest money ..... : **Rs.11709/-**

d) Security deposit

i) Cash (not less than the amount of earnest money) 1% : **1%**

ii) To be deducted from current bills 1 % : **1%**

iii) 4% amount deducted by which contract cost increases due to stipulation of clause 38 and E.I.R.L.

e) Percentage if any to be deducted from R A bills so as to make up the total amount required as security deposit by the time half the work as measured by the cost is done. : **4 %**

f) Time allowed for the completion of work from date fixed in written order to commence. :30 days **(Calendar months) including monsoon**

Should this Tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provision of Conditions of Contract and Special Conditions of Contract annexed hereto so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

I/We agree that this offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the Tenders and sent by registered post AD. or otherwise delivered at office of such authority.

Treasury /Bank Challan _____Term Deposit Receipt for a period of one year _____No. _____Date _____ Deposit Term Receipt, for the 12 month in Treasury / Bank Challan respect of the sum of Rs. _____/- representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government should I/ We fail to (1) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the Contract documents as required by the Engineer and furnish the security deposit as specified in the item (d) of the memorandum contained in paragraph 1 above within the time limit laid down in clause (1) of the annexed General Conditions of Contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me us in writing, unless the same or any part thereof has been forfeited as aforesaid.

I/We have secured exemption from payment of earnest money after executing the necessary bond in favorr of the Government, a true copy of which is enclosed herewith. Should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to (1) abide by the stipulation to keep the offer open; for the period mentioned above or (2) sign and complete the Contract documents and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph 1 above within the time limit laid down in clause (1) of the annexed General conditions of Contract the amount payable by me/us may at the option of the Engineer, be recovered out of the amount deposited in lump sum of securing exemption in so for the same may extend in terms of the said bond and in the event of the deficiency out of any other money which are due or payable to me/us by the Government under any other Contract or transaction of any nature whatsoever or otherwise

Signature of Contractor Contractor

before submission of Tender - Address
Dated the _____day of _____ 20

Signature of witness (Witness)

Contractor‟s signature (Address)
(Occupation)

The above Tender is hereby accepted by me for and on behalf of the Governor of Maharashtra.

Signature of the officer by whom accepted.
On dated the ____day of _____201…

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# APPENDIX

**APPENDIX „A"**

**Statement of list of works in hand and works tendered for as on the last date of submission of this Tender Name of Contractor :**

**A) Works in Hand**

| Sr. No. | Name of work | Agreement No. | Tendered Amount | Date of commenc ement | Stipulated dat of completion | Value of work Already done | Value of Balance | Value of Balance work to b executed | Probable date of completion | Rema |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | Sample form | | | | | | | | | |

**B) Works Tendered for**

| Sr. No. | Name of Work | Name and address of client | Tendered Amount | Time limit | Probable date when decision is expected | Other Revelent details if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

Note : Details are to be uploaded in this format in envelope – 1. duly digitally signed.

Signature of Contractor

Executive Engineer

**APPENDIX „B"**

**Details of plant & machinery Immediately available with the Tenderer for This work**
**Name of Tenderer :**

| Sr. No. | Name of Equipment | No. of Units | Kind & Make | Capacity | Age & condition | Present Location | Remarks |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | JCB /POCKLAND/tatahitachi /hundai and other | 1 | - | - | - | - | Owned OR Hire |
| Sample form | | | | | | | |

**Signature of Contractor**

**Note : Details are to be uploaded in this format in envelope – 1. duly digitally signed**

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**APPENDIX „E**

**DECLARATION OF THE CONTRACTOR**

**(Submit At the Time of Work Order/Agreement)**

*(*Should be Submittedon Rs. 100 Stamp Paper with name of the work and tender ID)

Name of Work :-

TENDER ID :-

1. I/We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

2. I/We _____ Contractor (s) hereby undertake that I / We shall pay the labourers engaged on the work under this Contract, their wages as per Minimum Wages Act. 1948 and amendments thereto, applicable to the zone in which the 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.

3. I/We hereby declare that I/We have made my self/ourselves/thoroughly conversant with the local conditions regarding all construction materials such as stone, sand, surkhi, soil, murum, etc. and labour on which I/We have bid my/our rates for this work. The specifications of this work have been carefully studied and understood by me/us before submitting this Tender.

4. I/We hereby undertake to indemnify and hereby indemnify the Government 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 the procurement, excavation, utilization and disposal of the various construction materials required are included in the rates of items under the Contract, and it is clear to me/us unconditionally. No claim for lead and lift will be admissible by me/us and I/we give an undertaking that no claim will be submitted by me/us in this regard.

6. I/We will inform our staff about their respective obligations and in particular about their obligations to fulfil this Declaration and to obey the laws of India and State of Maharashtra..

7. I/We undertake that, I will submit the downloaded document without any change. I understand that, my tender will be cancelled if changes are noticed. I/We also come to know that, If there is any complaint arises about tender documents, tender documents uploaded by office on the website will be the authentic document.

8. I/We undertake that all the drawings uploaded on the government website are seen by me/us. These drawings are part of Tender Documents. Hence, I/We have submitted the tender. If my/our tender is proposed for sanction, I/We will sign all the Documents & Drawings which are part of Tender Documents.

SIGNATURE OF CONTRACTOR

**APPENDIX 'F'**

## FORM OF TERM DEPOSIT RECEIPT FOR A PERIOD OF ONE YEAR

No. _____

(Name of Bank)

## TERM DEPOSIT RECEIPT FOR A PERIOD OF ONE YEAR

No. _____

Received from the Sub Divisional Agriculture Officer, DEGLOOR _____

the sum of Rupees _____

which is placed to his credit with the _____

(Name of Bank)

_____as Term Deposit for the one year.

Signature of the Sub Divisional Agriculture Officer, DEGLOOR

For

_____

(Name of Bank) AGENT

**APPENDIX - 'G'**

## BANK GUARANTEE

Security for performance :

1) In consideration of the Governor of Maharashtra (hereinafter called as the Government) having agreed to exempt _____

_____

(hereinafter called „the said Contractor) from the demand, under the terms and conditions of Agreement dated _____ made between _____ and _____ (here in after called „the said Agreement) of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs._____(Rs. _____

_____only)

we, _____

(here in after referred to as „the Bank") at the request of _____ _____Contractor do here by under take to Pay the Government an amount not exceeding Rs._____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor of any of the terms or conditions contained in said Agreement.

2) We, _____do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor"s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.

_____

3) We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating there to, our liability under this present being absolute and unequivocal.

The payment so made by as under this bond shall be a valid discharge or our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4) We,_____further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreements and that it shall continue to be enforceable till dues of the Government under or by virtue of the said Agreements have been fully paid and its claims satisfied or discharged or till _____

(Office/Department) Ministry of _____ certifies that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge 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,_____ further agree with the Government that the Government shall have the fullest liberty without our 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 postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor , and to for bear 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 any such variation, or extension being granted to the said Contractor or for any forbearance act, or Commission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties 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 Contractor.

7) We, _____

lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____day of _____20….

for _____

_____(indicate the name of Bank) _____

## CERTIFICAT OF GEO TAGGING

1) NAME OF WORK : _____

2) Tender Notice No : _____

3) Name of Person visiting the site : _____

4) Date of Visit : _____

5) Time of visit : _____

I have uploaded Geo Tagged photo in envelope no 1 along with this certificate.

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

Signature Concern Authority Signature of Contractor

# CONDITIONS OF CONTRACT

## CONDITIONS OF CONTRACT

**CLAUSE - 1: SECURITY DEPOSIT**

The person/persons whose tender may be accepted (hereinafter called the Contractor) which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall

(A) within 10 days, which may be extended by the Sub Divisional Agriculture Officer, DEGLOOR, concerned, upto 15 days (if the Sub Divisional Agriculture Officer, DEGLOOR thinks fit to do so)] of the receipt by him of the notification of the acceptance of his tender deposit with the Sub Divisional Agriculture Officer, DEGLOOR in cash or in Government securities endorsed to the Sub Divisional Agriculture Officer, DEGLOOR, (if deposited for more than 1 year) of sum sufficient which will made up the full Security Deposit specified in the tender or

(B) permit Government at the time of making any payment to him for work done under the contract to deduct such a bill amount to **Four** percent of all money so payable such deduction to be held by the Government, by way of security deposit, provided always that in the event of the Contractor depositing a lump-sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to Four percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the Contractor for work done under the contract to make up the full amount of Four percent by deducing a sufficient sum on such payment as last aforesaid until the full amount of the Security Deposit is made up. All compensation or other sums of money payable by the Contractor to Government under the terms of this contract may be deducted from or paid by the sale of sufficient part of his Security Deposit or from the interest arising there from, or from any sums which may be due or may become due by Government to the Contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid the Contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof. The security Deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

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

rectification of work within the period up to which the Contractor has agreed to maintain the work in good order, subject to provisions of clause- 17 and clause- 20 hereof, the amount of Security Deposit retained by Government shall be adjusted towards the excess cost incurred by the department on rectification work.

**Additional Security Deposit**

In case Contractor's offer is less than 90% or more than 110% of the updated estimates cost put to tender additional security deposit in the from of irrevocable Bank Guarantee valid for entire period of contract, shall be submitted to the Circle Agriculture Officer at the time of completing tender documents. The Additional Security Deposit to be paid by the Contractor will be worked out as below. **Additional Security Deposit** AS per page no22 para no.12.
Non submission of the above Additional Security Deposit will result into forfeiture of the EMD

The additional Security Deposit shall be refunded to the Contractor on issuing of the completion certificate by the Circle Agriculture Officer as stipulated in the Clause No 7 of the contract, provided that the engineer-in-charge, if demanded in writing by the Contractor shall, from time to time, release the Additional Security Deposit in parts which are proportionate to the amount of the completed work.

The Security Deposit will not be accepted in form of insurance, cost bond.

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

**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 the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Sub Divisional Agriculture Officer, DEGLOOR, (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains un-commenced, or unfinished after the proper date. 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.

| % of the work | % of the time |
|---|---|
| 25% | 25% |
| 50% | 50% |
| 62% | 62% |
| 100% | 100% |

**Note**

The quantity of the work to be done within a particular time to be specified above shall be fixed and insured in balance space kept for the purpose by the officer competent to accept the contracts (after taking into consideration the circumstances of each case) and abide by the program of detailed progress laid down by the Sub Divisional Agriculture Officer, DEGLOOR (**Page No. 62**).

The following proportion will usually be found suitable in percentage of the time *Reasonable progress of earth work in 1/4, 1/2, 3/4 of the total period 30%, 60%, 95% progress respectively of value of work.

In the event of the Contractor failing to comply with this condition he shall be liable to pay, as compensation, an amount equal to one percent or such smaller amount as the Sub Divisional Agriculture Officer, whose decision in writing shall be final, may decide of the estimated cost of the whole work for every day that the due quantity of work remains incomplete.

Provided always that the total amount of compensation to be paid under the provision of this Clause shall not exceed 10% of the estimated cost of the work as shown in the tender.

**CLAUSE-3: ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which under any Clause or Clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit (whether paid in one sum or deducted by installments) or in case of abandonment of the work, owing to serious illness or death of the Contractor or any other cause, the Sub Divisional Agriculture Officer, DEGLOOR on behalf of the Government of Maharashtra, shall have power to adopt any of the following courses, he may deem best suited to the interest of Government.

a) To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Sub Divisional Agriculture Officer, DEGLOOR, shall be conclusive evidence) and in that case the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Government.

b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on tools ad plants, 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 respect in the same manner

and at the same rate as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Sub Divisional Agriculture Officer, DEGLOOR as to the cost 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 contract be measured up, to take such part thereof, as shall be unexecuted out of his hands and to give it to another Contractor to complete, in which case all expenses incurred on advertisement for fixing a new contract / agency, additional supervisory staff including the cost of work-charged establishment and cost of the work executed by the new contract agency will be debited to the Contractor and the value of the work done or executed through the new Contractor shall be credited to the Contractor in all respects and in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of the Sub Divisional Agriculture Officer, DEGLOOR 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.

d) 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 Sub Divisional Agriculture Officer, DEGLOOR shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (a) or (c) being adopted and the cost of the work executed departmentally or through a new Contractor and other allied expenses exceeding the value of such work credited to the Contractor, the amount of excess shall be deducted from any money due to the Contractor by government under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that the Contractor shall have no claim against Govt. Even if, the certified value of the work done departmentally or though a new Contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Sub Divisional Agriculture Officer, DEGLOOR, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, with a view to the execution of the work or the performance of the contract.

**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 Sub Divisional Agriculture Officer, DEGLOOR shall not withstanding that the general progress of the work is in accordance with clause, be entitled to take action under Clause- 3(b), after giving the Contractor ten days‟ notice in writing and the Contractor will have no claim for compensation, for any loss sustained by him owning to such action.

**CLAUSE-5: CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE- 3**

If any case in which any of the powers conferred upon the Sub Divisional Agriculture Officer, DEGLOOR by Clause- 3 & Clause-4 hereof shall have become exercisable and the same shall not have been exercised, the non exercise, thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the Contractor for which under any Clause or Clauses hereof he is declared liable to pay compensation amounting to the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.

**Power to take a possession of or require removal of or sale Contractor's plant**

In the event of the Sub Divisional Agriculture Officer, DEGLOOR taking, action under sub clause (a) or (c) of clause 3 may, if he so desires, take possession of all or 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 Sub Divisional Agriculture Officer, DEGLOOR whose certificate thereof shall be final. In the alternative the Sub Divisional Agriculture Officer, DEGLOOR may, by notice in writing to the Contractor or his clerk of the work, foremen or other authorized agent require him to remove tools, plant, materials, or stores from the premises within a time specified in such notice, and in the event of the Contractor failing to comply with any such requisition, the Sub Divisional Agriculture Officer, DEGLOOR, may remove them at the Contractor's expense or sale them by auction or private sale at the risk and account of the Contractor in all respects; and the certificate of the Sub Divisional Agriculture Officer, DEGLOOR as to the expenses of any such removal and the amount of the proceeds and expenses 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 work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Sub Divisional Agriculture Officer, DEGLOOR before the expiry of the period stipulated in the 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 Sub Divisional Agriculture Officer, DEGLOOR may with prior approval of the officer accepting tenders, 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 Sub Divisional Agriculture Officer, DEGLOOR in this matter shall be final.

**CLAUSE-7: FINAL CERTIFICATE**

On completion of the work the Contractor shall be furnished with a certificate by the Sub Divisional Agriculture Officer, DEGLOOR (hereinafter called engineer-in-charge) of such completion but no such certificate shall be given or shall the work be considered to be completed until the Contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed, or of which may have had possession for the purpose of executing the work, not until the work shall have been measured by the Agriculture Assistant, or where the measurements have been taken by his subordinates, until they have received the approval of the Circle Agriculture Officer the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Circle Agriculture Officer may, at the expenses of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**CLAUSE-8: PAYMENTS ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES**

No payment shall be made for any work, estimated to cost less than Rupees one thousand, before whole of the work is completed and a certificate of completion given. But in the case of the works estimated to cost more than Rupees one thousand the Contractor shall on

submitting a monthly bill thereof, be entitled to receive payment proportionate to the part of the work then approved and passed by the Circle Agriculture Officer 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 Circle Agriculture Officer from requiring 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 accruing of any claim, not shall it conclude, determine or affect in any other way the power of Circle Agriculture Officer 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 Circle Agriculture Officer 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 works estimated to cost more than Rs. 500/- agreed to within, shall be valid only when the item concerned is accepted as having completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted as, so completed, the Circle Agriculture Officer may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

**CLAUSE-10: BILLS TO BE SUBMITTED MONTHLY**

A bill shall be submitted by the Contractor in each month or before the date fixed by the Circle Agriculture Officer for all works executed in the previous month, and the Circle Agriculture Officer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible, shall be taken adjusted, if possible, within 10 days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as foresaid, Circle Agriculture Officer may depute a subordinate to measure up to said work in presence of Contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant and the Circle Agriculture Officer may prepare a bill from such list which shall be binding on the Contractor in all respects.

**CLAUSE-11: BILLS TO BE SUBMITTED ON PRINTED FORMS**

The Contractor shall submit all bills on the printed forms to be had on application at the office of the Circle Agriculture Officer. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

**CLAUSE-13: WORKS TO BE, EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, 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 in every other respect in strict accordance with specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions, in writing relating to the work, i.e. signed by the Circle Agriculture Officer and lodged in his office and to which the Contractor shall be entitled to have access for the purpose of inspection, etc., at such office or on the site of work during office hours. The Contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order, free of cost. Further copies of contract drawings and working drawings, if required by him shall be supplied at the rate of Rs. 500/- per set of contract drawing and Rs.120/- per working drawing except where otherwise specified.

**CLAUSE-13:A WORKS TO BE, EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, AS PER MARKOUT GIVEN BY AGRI.ASSISTANTANT.**

The Contractor shall execute the whole and every part of the work with machinery JCB or POKLAND only, TRACTOR is not allowed for graded bunding work. G.B.Work should be carried out only day time. As per markout given by agri.asst.

**CLAUSE-14: ALTERATION IN SPECIFICATIONS AND DESIGNS NOT TO INVALIDATE CONTRACTS**

The Circle Agriculture Officer shall have power to make any alterations in, or additions to the original specifications, drawings designs and instructions that may appear to him to be a 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 Circle Agriculture Officer 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 in the tender for the main work for which no rate is specified in this contact, then such class of work shall be carried out at the rates entered in the schedule of rates of the division or at the rate mutually agreed upon between the Circle Agriculture Officer and the Contractor whichever is lower.

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

If the additional or altered work for which no rate is entered in the schedule of rates of the division, is ordered to be carried out before the rates are agreed upon then the Contractor shall, within 7 days of the date of receipt by him of the order to carry out the work, inform the Circle Agriculture Officer of the rate which it is his intention to charge for such class of work, and if the Circle Agriculture Officer does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry it out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that the Contractor shall commence work or incur any expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rates or rates as shall be fixed by the

Circle Agriculture Officer. In the event of dispute, the decision of the Sub Divisional Agriculture Officer of the circle will be final.

**Extension of time in consequence of additions or alterations**

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

**CLAUSE-15: NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERNATION IN OR RESTRICTION WORK**

**1)** If at any time after the execution of the contract documents the Circle Agriculture Officer shall for any reason whatsoever (other than default on the part of the Contractor for which the Government is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or any 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 Circle Agriculture Officer 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 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days, of such intention and requiring the

Agriculture Assistant to record the final measurements of the work already done and to pay the final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Sub Divisional Agriculture Officer, DEGLOOR 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 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 provision of this clause.

**3)** Where the Circle Agriculture Officer requires the Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Circle Agriculture Officer within 30 days of resumption of work after such suspension for payment of compensation to the executive tent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having had 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 of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Circle Agriculture Officer in this regard shall be final and conclusive against the Contractor.

**4) IN THE EVENT OF**

i) Any total stoppage of work on notice from the Circle Agriculture Officer under sub clause (1) in that behalf.

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

iii) Curtailment in the quantity of item or items originally tendered on account of any alteration omission or substitutions in the specifications, drawings and designs or instructions under Clause 14 (1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rate for the items specified in the tender is more than Rs. 5,000/-.

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 the withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under Clause 14 (1) resulting in such curtailment, to produce the Circle Agriculture Officer 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 government to take over on payment of such material at the rates determined by the Circle Agriculture Officer provided however, such rates shall in no case exceed the rates at which the same were acquired by the Contractor. The government shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirement of the unexecuted works as specified in the accepted tender and are of quality and specification approved by SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR
[PW& H Dept. circular memorandum No. CAT
126859382 QI dated 22/2/78.]

**CLAUSE-15 (A): NO CLAIM TO COMPENSATION ON ACCOUNT OF LOSS DUE TO DELAY IN SUPPLY OF MATERIALS BY GOVERNMENT**

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

i) Difficulties relating to supply of railway wagons.

ii) Force majuer

iii) Act of God

iv) Act of enemies of the state or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials Government shall grant such extension of time for the completion of the works as shall appear to the Sub Divisional Agriculture Officer, DEGLOOR to be reasonable in accordance with the circumstances of the case. The decision of the Sub Divisional Agriculture Officer, DEGLOOR as to extension of time shall be accepted as final by the Contractor.

**CLAUSE-16: TIME LIMIT FOR UNFORESEEN CLAIMS**

Under no circumstances, whatsoever, shall the Contractor be entitled to any compensation from Government on any account unless the Contractor shall have submitted a claim in writing to the Circle Agriculture Officer within one month of the cause of such claim occurring.

**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 Circle Agriculture Officer or his subordinate in charge of the work, that any work has been executed with unsound/imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Circle Agriculture Officer to intimate this fact in writing to the Contractor and then notw ithst anding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Circle Agriculture Officer in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continuous and in the case of any such failure the Circle Agriculture Officer 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 Circle Agriculture Officer consider that any such inferior work or materials as described above may be accepted or made use of it shall be within the discretion to accept the same at such reduced rates as he may fix therefore.

**CLAUSE-18: WORK TO BE OPEN TO 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 Circle Agriculture Officer 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 Circle Agriculture Officer or his sub ordinate to visit the works shall have been given to the Contractor, either himself, be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

**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 Circle Agriculture Officer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurements any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered, up or placed beyond the reach of measurements and if any work, shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed. [PWH Department Mumbai's circular No CAT 1270/2622 Desk-2 dated 62/05/1977.]

**CLAUSE-20: CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS**

If during the period of 12 months from the date of completion as certified by the Circle Agriculture Officer pursuant to Clause 7 of the contract or 12 months after commissioning the work, whichever is earlier in the opinion of the Sub Divisional Agriculture Officer, DEGLOOR, the said work is defective in any manner whatsoever, the Contractor shall forthwith on receipt of notice in that behalf from the Sub Divisional Agriculture Officer, DEGLOOR, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Sub Divisional Agriculture Officer, DEGLOOR. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore, in the said notice and or to complete the same as aforesaid as required by the said notice, the Sub Divisional Agriculture Officer, DEGLOOR 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 Government the amount of such cost, charges and expenses sustained or incurred by the Government of which certificate of the Sub Divisional Agriculture Officer, DEGLOOR shall be final and binding on the Contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government; the same may be recovered from the Contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may therefore become payable by the Government to the Contractor either in respect of the said work or any other work, whatsoever or from the amount of security deposit retained by Government.

**CLAUSE-21: CONTRACTORS TO SUPPLY PLANT, LADDERS, SCAFFOLDINGS, ETC.**

The Contractor shall supply at his own cost all materials (except such special materials, if any, as may, be supplied from the Water Conservation Department Stores in accordance with the contract) plant, tools appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works which may be required for the proper execution of the work, in the original, alternate or substituted form and whether included in the specifications, 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 requirements of the Circle Agriculture Officer as to any matter on which under these conditions he is entitled to be

satisfied, or which he is entitled to require together with 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 measurements or examination at any time and from time to time of the work or the materials, failing this the same may be provided by the Circle Agriculture Officer at the expense of the Contractor and the expense may be deducted from any money due to the Contractor under the contract from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof Contractor is liable for damages arising from non-provision of lights, fencing etc. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owning to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action in proceedings to any such person, or which may with the Contractor be paid in compromising any claim by any such person.

**CLAUSE-21 (A):**

The Contractor shall provide suitable scaffolds and working platform, gangways and stairways and shall comply with the following regulation in connection therewith.

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

b) A scaffold shall not be constructed, taken down, or substantially altered except.

i) Under the supervision of a competent and responsible person and

ii) As far as possible by competent workers possessing adequate experience in this kind of work.

c) All scaffolds and appliances connected therewith and all ladders shall.

i) be of sound material

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

iii) be maintained in proper condition

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

e) Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.

f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.

g) Scaffolds shall be periodically inspected by competent persons.

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

i) Working platforms gangways and stairways shall

ii) be so constructed that no part thereof can sag unduly or unequally

iii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risk or persons and stripping or slipping, and iv) be kept free from any unnecessary obstruction

i) In the case of the working platforms, gangways or working places and stair ways at a height exceeding (To be specified) 3 meters.

i) Every working platform and every gangway shall be closely boarded unless other adequate measure is taken to ensure safety.

ii) Every working platform, gangway working place and stairways shall be suitably fenced.

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

I) When persons are employed on a roof where there is a danger of falling from a height exceeding 3 meters, suitable precautions (to be prescribed) shall be taken to prevent the fall of persons or materials.

m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

n) Safe means of access shall be provided to all working platforms and other working places.

o) The Contractor(s) will have to make payments to the labours as per Minimum Wages Act.

**CLAUSE- 21 (B):**

The Contractor shall comply with the following regulations as regards the hoisting appliances to be used by him.

a) Hoisting machines and tackle, including their attachments anchorages and supports shall

i) be of good mechanical constructions, sound material and adequate strength and free from patent defect and

ii) be kept in good repairs and in good working order.

b) Every rope used in hoisting for lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect

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

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

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

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

g) In the case of hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.

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

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

j) No part of any 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 wires 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 the risk of the accidental decent of the load.

m) Adequate precautions shall be taken to reduce to a minimum the 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, grass without a written permit from the Sub Divisional Agriculture Officer, DEGLOOR when such permit is given and also in cases when destroying out or dug up trees brush woods, grass, etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

**CLAUSE-23: LIABILITY OF CONTRACTORS FOR ANY DAMAGE DONE OR OUTSIDE WORK AREA**

Compensation for all damage done intentionally or unintentionally by Contractors, labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Circle Agriculture Officer or such other officer as he may appoint and the estimates of the Circle Agriculture Officer subject to the decision of the Sub Divisional Agriculture Officer, DEGLOOR on appeal shall be final and Contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Circle Agriculture Officer from any sums that may be due or become due from Government to the Contractor under this contract or otherwise. The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person 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 consequences.

**CLAUSE-24: EMPLOYMENT OF FEMALE LABOUR**

The employment of female labours on works in the neighborhood of soldier‟s barracks should be avoided as far as possible.

**CLAUSE-25: WORK ON WEEKLY HOLIDAYS**

No work shall be done on holydays without sanction in writing of the Circle Agriculture Officer

**CLAUSE-26: WORK NOT TO SUBLET, CONTRACT MAY BE RESCINDED AND SECURITY DEPOSIT FORFEITED FOR SUBLETTING IT WITHOUT APPROVAL OR FOR BRIBING A GOVERNMENT OFFICER OR IF CONTRACTOR BECOMES INSOLVENT**

The contract shall not be assigned or sublet without the written approval of the Circle Agriculture Officer Contract may be rescinded and security deposit forfeited if subletting is with approval or for bribing a public officer or if Contractor becomes insolvent, and if the Contractor shall assign or sublet his contract, or attempt so to do or become insolvent or commence any proceeding to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do the Circle Agriculture Officer may by notice in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite reward or advantage pedantry or otherwise, shall either directly or indirectly be given, promised, or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of Government in any way relating to his office of employment, or if any such officer or person shall become in any way directly of indirectly interested in the contract the Circle Agriculture Officer may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof & in addition the Contractor shall not be entitled to recover or be paid for any work therefore 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 Contractor by way of compensation under any of these shall be considered as a reasonable compensation to be applied to the use of government 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 the partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the Circle Agriculture Officer for his information.

**CLAUSE-29: WORK TO BE UNDER DIRECTION AND CONTROL OF SUB DIVISIONAL AGRICULTURE OFFICER**

All works to be executed under the contract shall be executed under the direction and control and subject to the approval in all respects of the Sub Divisional Agriculture Officer, DEGLOOR of the Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time, carried on.

**CLAUSE-30 1) DECISIONS OF SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR TO BE FINAL**

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

**2)** The Contractor may within thirty days of receipt by him of any order passed by the Sub Divisional Agriculture Officer, DEGLOOR of the division as aforesaid appeal against it to the Sub Divisional Agriculture Officer, DEGLOOR concerned with the contract, work or project, provided that:

a) The accepted value of the contract exceeds Rs. 10 lakhs (Rupees Ten lakhs)

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

**3)** If the Contractor is not satisfied with the order passed by the Sub Divisional Agriculture Officer, DEGLOOR as aforesaid the Contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Rural Development & Water Conservation Department, who if convinced, that prima-facie the Contractor's claim rejected by Sub Divisional Agriculture Officer, DEGLOORis not frivolous and that there is some substance in the claim of Contractor as would merit a detailed examination and decision by the Standing Committee, shall order to put up to the same to the Standing Committee at the Government level for suitable decision.

**CLAUSE-31: LUMP SUMS IN ESTIMATES**

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

**CLAUSE-32: ACTION WHERE NO SPECIFICATIONS**

In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with divisional specifications and in the event of there being no divisional specifications then in such case the work shall be carried out in all respects in all respects with the instructions and requirements of the Circle Agriculture Officer

**CLAUSE-33: DEFINITION OF WORK**

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

**CLAUSE-34**

Contractor‟s percentage whether applied to net or gross amounts of bill, the percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued. [As per G.R.P. W.D.No. CAT/1620/CR-330 Bldg-2 dated 10/06/87]

**CLAUSE-35: REFUND OF QUARRY FEES AND ROYALTIES**

All quarry fees, royalties, octroies dues and ground rent for stacking materials, if any should be paid by the Contractor. (As per PWD GR NO. /02/05/291 Dt.11/62/2003)

**CLAUSE-36: COMPENSATION UNDER WORKMEN'S COMPENSATION ACT**

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) (hereinafter called as the said act), for Injuries caused to the workmen If such compensation is payable and/or paid by Government as principal employer under sub section (1) of section 12 of the said act on behalf of the Contractor, it shall be recoverable by Government from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

**CLAUSE-36(A)**

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

**CLAUSE-36 (B)**

The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of persons employed on the site, 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 provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**CLAUSE-37 C**

The Contractor shall duly comply with the 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". [Vide circular No. CAT/6062/3336 (400)Bldg-2 Dt. 16.62.85.]

**CLAUSE-38: CLAIM FOR QUANTITIES OF WORK IN THE TENDER**

1) Quantities in respect of the several items shown in the tender are approximate and no revision in tender rate shall be permitted in respect of any of the items so long as subject to any special provision, contained in the specifications prescribing a different percentage of permissible variation; the quantity of the item does no exceed the tendered quantity by more than l25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than Rs. 5000/- [(PW & H Department Resolution No. CAT 1268/59382 Q dated 14/3/1962).]

2) (i) The Contractor shall if ordered in writing by the Engineer so to do, also carry out quantities in excess of the limit mentioned in sub clause (i) hereof on the same condition as and in accordance with the specification in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates

(ii) At the rates prevailing in the market. The said rates being increased or decreased as the case may be, by percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited; for the purpose of operation of this clause this cost shall be**Rs. …… /-(Rupees … ..... only)**

3) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause- 15 only when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than Rs. 5000/-

4) The provisions of Water Resources Department (Marathi) Circular No. Nivida – 6212 / (420/2012)/¨ÉÉä|É -1, Ênù.11.10.2012. Shall be applicable under this clause.

**CLAUSE-39: EMPLOYMENT OF FAMINE OR OTHER LABOUR**

The Contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Circle Agriculture Officer

**CLAUSE-40: CLAIM FOR COMPENSATION FOR DELAY IN STARTING THE WORK**

No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land and in the case of clearance works, for any delay in according sanction to estimate.

**CLAUSE-41: CLAIM FOR COMPENSATION FOR DELAY IN THE EXECUTION OF WORK**

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

**CLAUSE-42: ENTERING** U P O N **OR COMMENCING ANY PORTION OF WORK** The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Circle Agriculture Officer or his subordinates in charge of work; failing such authority the Contractor shall have no claim to ask for measurements or payment for work.

**CLAUSE-43: MINIMUM AGE OF PERSONS EMPLOYED, THE EMPLOYMENT OF DONKEYS AND OTHER ANIMALS**

i) Contractor shall not employ any person who is under the age of 18 years. ii) No Contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least 7.5 cm. wide and should be of tape (Nawar).

iii) No animals suffering from sores, lameness or emaciation which his immature shall be employed on the work

iv) The Circle Agriculture Officer or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Govt. for any delay caused in the completion of the work by such removal.

v) The Contractor shall provide drinking water facilities to the workers, similar amenities shall be provided to the workers engaged on large work in urban area.

**CLAUSE-44: METHOD OF PAYMENT**

Payment to Contractors shall be made by cheques drawn on any treasury within the Division convenient to them, provided the amount exceeds Rs. 10/-. Amounts not exceeding Rs. 10/- will be paid in cash.

**CLAUSE-45: ACCEPTANCE OF CONDITIONS COMPULSORY BEFORE TENDERING FOR 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 village situated within 16 km of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Sub Divisional Agriculture Officer, DEGLOOR or by any person to whom the Sub Divisional Agriculture Officer, DEGLOOR may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Circle Agriculture Officer whose decisions shall be binding on Contractor.

**CLAUSE-47**

The price quoted by the Contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which is permissible for him to charge a private purchaser for the same class and description of goods under the provisions of Hoarding and Profiteering Prevention Ordinance, 1948, as amended from time to time. If the price quoted exceeds, the Contractor will specifically mention this fact in his tender along with the reasons for quoting such highest price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform to the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. These declarations will be exercised without prejudice to any other action that may be taken against the Contractor.

**CLAUSE-48**

The Contractor shall employ the unskilled labour to be employed by him on the work only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government and self Employment Department's Scheme. Provided, however, that if the required unskilled labours are not available locally, Contractor shall in the first instance employ such number of persons as is available may with previous permission in writing of the Sub Divisional Agriculture Officer, DEGLOOR of said work obtain the rest of requirement of unskilled labour from outside the above scheme. As per ¿ÖÖÃÖ-Ö ×-Ö ÖµÔ Ö Îú.ÃÖß‹™üß 1627 / ¯Ö.Ï Îú. 478 / ‡´ÖÖ¸üŸÖ-2, ´ÖÓ²ã Ö‡,Ô ×¤ü. 23/3/1998)

**CLAUSE-49**

Where workers are required to work near machine etc. and are liable to accidents, the should not be allowed to wear loose clothes like Dhoti-Jhabba, etc.

**CLAUSE-50**

In case of material that remains surplus with the Contractor from those issued for the work contracted for the date of ascertained of the materials being surplus will be taken as the date of sale for the purpose of sale tax and sale tax will be recovered on such sale.

**CLAUSE-51**

The Contractors are bound to pay the labours, according to the minimum wages Act, 1948 as amended from time to time, applicable to the zones in accordance with the order issued in Govt. PWD "Circular No. NWS-10 dated 5/12/1958. Any differentiation in the type of zone shall not entitle the Contractor for any claims.

**CLAUSE-52**

The Contractor/s has/ have to furnish income tax clearance certificate before his tender is accepted and income tax assessment. no. and date on which he / they is / are assessed should be given.

**CLAUSE-53**

The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages, particularly to workmen employed by the Contractor working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) rules 1971. If the Contractor fails or neglects to pay wages at the said rates or makes short payment and the Government makes such payment of wages in full or part thereof less paid the Contractor, as the case may be the amount so paid by the Government to such workers shall be deemed to be arrears of land revenue and Government shall be entitled to recover the same as such from the Contractor or deduct the same from the amount payable by the Government to the Contractor here under or from any other amounts payable to him by the Government (Minimum wages act as per Govt. circular No. CAT-1294 (120)/Bldg. 2. Dt. 14.8.85)

**CLAUSE-62**

The Rate to be quoted by the Contractor must be inclusive of Sale Tax. No extra payment on this account will be made to the Contractor.

**CLAUSE-62**

All amounts whatsoever which the Contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (i) Material and or stores supplied/issued here under, (ii) Charges in respect of heavy plant machinery and equipment given on hire by the Government to the Contractor for execution by him of the work and or on which advances have been given by the Government to the Contractor shall be deemed to be arrears of the Land Revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from Contractor as arrears of land revenue, (vide P.W. & H. Dept No. CAT/1262/4064/DESK-2 dated7/12/1962)

**CLAUSE-56**

The Contractor shall engage apprentice such as brick layer, carpenter, wireman, Plumber as well as blacksmith as recommended by the State Apprenticeship Advisor Director for Technical Education, Dhobi Talao, Mumbai-1 on the Construction work. (As per Govt. of Maharashtra Education Department No.TSA/5170 T 46689 Dated 7/7/72)

**CLAUSE-56 (A)**

A Contractor shall comply with the provisions of the Apprentices Act at, 1961 under rules orders issued form time to time. If he fails to do so his failure will be a breach of the contract and the Sub Divisional Agriculture Officer, may in his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability rising on account of any violation by him of the provision of the Act. (NO. AT S7162/T/447125 DATED 20/7/1962 of Director of Technical /Education an Sate Apprenticeship adviser M.S.Mumbai.)

**CLAUSE-57: SALE TAX / GST**

The tendered rate shall be inclusive of all taxes, and ceases and shall also be inclusive of the levies in respect etc., of works contract under the provisions of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of Works Contract Act, 1985 (Maharashtra Act No. XXVL of 89)

As per GR. PWD No CAT/1626/CR-172 Bldg-2 dated 20.04.1998) GST as per informed or amended Rule during contract period, whether measured bills, advance payment or secured advance

**CLAUSE-58: ANTI-MALARIA**

A) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filaria) of Health Service, Pune.

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

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

D) In case of default in carrying out prescribed anti malaria measures resulting in increase in malaria incident Contractor shall be liable to pay to Government on anti malaria measures to control the situation in addition to fine.

E) **Relations with Public Authorities**

The Contractor shall make sufficient arrangements for draining ways the sullage water as well as water coming from the bathing land, washing places and shall dispose off this water in such a way as not to cause any substance. He shall also keep the premise clean by employing sufficient number of sweepers.

The Contractor shall comply with all rules, regulations, bye-laws and directions given from 'time to time by any local of public authority in connection with this work and shall pay fees or charges which available on him without any extra cost to Government. (As per Govt. of Maharashtra PW Dept. Circular No. CAT/1626/CR-243/D Blg- Dated 11/9/87)

**CLAUSE-59**

The work is likely to be in progress departmentally and quantity put to tender shall be reduced to the extent of the work is done by Department up to the date of starting the work by the Contractor. No claim due to deduction in quantity on this account will be entertained.

**CLAUSE-60**

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**CLAUSE-61: CONDITION RELATING TO INSURANCE OF CONTRACT WORKS**

The Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor"s All Risks Insurance Policy, Erection All Risk Insurance Policy, 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. Its postal address for correspondence is 264, MHADA first floor, Opp. Kalanagar, Bandra (East), Mumbai-51. (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 insurance policy/policies taken out from any other company will not be accepted. If any Contractor has not taken out the insurance policy from the Directorate of Insurance, Maharashtra State, Mumbai or has effected insurance with any insurance company, the same will not be accepted and 1% of the tender amount or such amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and if paid the Contractor same will be released and reimbursed only after submission paid to the Directorate of Insurance, Maharashtra State, Mumbai and scrutinized by Divisional Accountant.

Directorate of Insurance reserves the right to distribute the risks of insurance among the other insurers.

**CLAUSE - 62 • (Labour Welfare Tax)**

भगायवलबाग, भो ारम,भोफर्डु मा ोचेन जा. .फीजीए –(इभायत)२००९/5. .१०८/काभगाय -७अ,दद.३/७/२०१०लळावनफा ोधकाभवालजणननकफा ोधकाभवलबागभो ारमभोफर्डु मा ोचके डीर जा. .वोकीणण१०/०९/5. .२७७/इभायती२,दद.१७/८/२०१०अAलमेइभायतलइतयफा ोधकाभकाभगा यकBाणउन्नकयअधधननमभ१९९६भधीरतयतदी ो ाु अनMोगानुेयाEाभ4ेएकटGाउन्नकयखाव गीलळाववकीमफा ोधकाभा ाएकू णभBानुवायु ( जलभनीचेभूBलगरून ) तवेचवोफधधतआIKथान्ननेनेकाभगायाना कोलातमा ो ानातरगानाकाभगाया ोवाठीनकवानुबयन्नाईअ धधननमभ१९२३भधीरतयतदीनुवायुकोणतमाशी5कायचीबयन्नाईददरे रीअवेरटीयGभलगरूनउलरणयत फा ोधकाभभBालयूएकटGाउन्नकयलवVकयOातमेईरलवदययGभेचान्नयतालालभऱणायना शी. को ाटदायानेवोफधधतअलबकयणातवदयउन्नकयथेटबयामचाअवनूमाफाफतचीतयतदू न्नरयळी45फभ 4ेअतोबतूणदयातवलचायातघेOातआरीआशे.वदययGभको ाटदायानेनबयरे वदशउन्नकयाचीयG भको ाटदाया ादे मकातनूलवVकयOातमेईर.

**CLAUSE - 62**

Building and other construction welfare cess @ 1% at the rates amended from time to time as intimated by the competent authority of building & other construction works welfare Act 1996 shall be deducted from bill amount, whether measured bill advance payment or secured advance.

**SCHEDULE „A"**

Schedule showing (approximately) the materials to be supplied from the Government"s store for the work contracted to be executed and preliminary and ancillary works, and the rates at which they are to be changed for.

**Name of Work :DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA-MUKHED DIST NANDED**

| Particulars | Rate at which the material will be charged to be the Contractor | | Place of delivery |
|---|---|---|---|
| | Unit | Rate | |
| 1 | 2 | **3** | **4** |
| | --------- NIL ---------- | | |

**Note :** 1) All the materials including cement and steel are to be procured by the Contractor. The Department will not arrange for supply of any materials.

2) The materials bought by the Contractor will be got tested and the expenditure of Testing shall be borne by the Contractor and only the materials found to comply with the specification shall be allowed to be used on the work.

SUB DIVISIONAL AGRICULTURE OFFICER,

DEGLOOR

**SCHEDULE - B**

**Attached Separtely**

Technical Officer
Office of the SUB DIVISIONAL AGRICULTURE

Sub Divisional Agriculture Officer

DEGLOOR

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**CONSTRUCTION PROGRAMME**

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**(TO BE TYPED)**

**APPENDIX III B**

PROGRAMME OF WORKS TO BE CARRIED OUT UNTILL COMPLETION

**SPECIAL CONDITIONS**

**OF THE CONTRACT**

## SPECIAL CONDITIONS OF THE CONTRACT
**(These will apply to all items of works etc. as relevant)**

### 1. OUTLINE OF WORK

1.1 The work will be on the lines of the set of plans attached to the Tender documents. However, the plans are liable to be changed in the course of execution and the strata shown thereon are approximate.

1.2 The items of work and their approximate quantities are given in Schedule "B" of the Tender.

1.3 The specifications of the work shall be as per the Detailed General Specifications attached to this Tender and shall be strictly enforced.

1.4 All levels shown in the drawings are approximate and depths of excavation are likely to be increased or decreased depending upon the strata met with during actual excavation. No claims on account of change in depth of strata or change of slopes will be entertained. The designed layout shown in the Tender drawings is tentative and is subject to modifications. Such modifications shall not be a reason for any claim.

### 2. UNIT OF QUOTING RATE

2.1 The percentage above or below shall be quoted with respect to the estimated rates in Schedule "B"

### 3. SITE CONDITIONS

3.1 It shall be presumed that the Contractor has satisfied himself as to the nature and location of the works, the general and local conditions, particularly those bearing on material availability, transport, handling and storage of materials, disposal of spoils, availability of labour, weather conditions, sources of water etc. and has estimated the cost accordingly. Government will bear no responsibility for any lack of such acquaintance with the site conditions and the consequence thereof to the Contractor.

### 3.2 HOUSING

No local housing is available and the Contractor should arrange for suitable housing for his staff and labour, offices, etc. at his own cost within the area of work, as directed by the Circle Agriculture Officer Land for the same will be made available free of charge for temporary use during the course of execution, if available with the Department.

3.2.1 It is the responsibility of the Contractor to provide firewood for the domestic use of the workers at the project site.

### 3.3 WATER SUPPLY AND DRAINAGE

3.3.1 The Contractor shall make his own arrangements at his cost for the water supply to his colony and to the work site required for the work. The details of his proposed supply shall be approved by the Circle Agriculture Officer Fresh and potable

drinking water shall be made available by the Contractor to all persons working at work site in clean and hygienic earthen or other pots at all working places and in sufficient quantities.

3.3.2 Similarly the disposal of solid waste and waste water / drainage arrangements will have to be made by the Contractor at his own cost to the entire satisfaction of the Circle Agriculture Officer

**3.4 CAMP REGULATION**

The Contractor shall be responsible for maintaining order in his camp and on his work site and to that end shall employ such officers, watchmen or other persons, as required, at his cost. Unauthorized or undesirable persons shall be excluded from the camp and from the works. If, in the opinion of the Circle Agriculture Officer any employee or agent of the Contractor misbehaves or causes obstruction in the proper execution of the work or otherwise makes himself undesirable, the Contractor shall on receipt of the instruction to do so, remove him from the premises. Employees of the Contractor shall mean any person employed by him or his sub-Contractors, (if subletting is permitted by the Circle Agriculture Officer), or any person employed on the work, contracted for or on behalf of the Contractor.

**3.5 MEDICAL AID**

Medical aid for the Contractor‟s men shall be arranged by the Contractor at his own cost. The Contractor shall provide first aid boxes on the work site. These boxes shall always be filled with all required medicines.

**3.6 ROAD**

3.6.1 The Contractor shall construct and maintain suitable inspection roads within the work limits at his own cost. Any haul or approach road necessary for the Contractor‟s work shall be constructed at his own cost and it shall be permitted to be used by the Department and such other personnel as authorized by the Circle Agriculture Officer free of charge. There will however be no charge for any reasonable use by the Contractor of any road constructed by the Government. As Government machinery will be moving on the haul roads, if any accident occurs, the Contractor will have no claim on that account, will have to pay compensation etc. for such accident as per rules, regulations, laws etc. pertaining to these matters.

3.6.2 All quarry roads and paths for the conveyance of materials from the quarries to the site of work and for all other operations required for the contract shall be constructed and maintained by the Contractor at his own cost. फा◌ॊधकाभवादशतमाचा ( भाती,भVभु,दगड) खदाननऩमतंजाणायेफा◌ॊधकाभKथऱीजाणायेऩोशचय™◌ेतमायकयणेलतमाचीदे खबारदय™◌ी◌ु कय○ाकर यतातयतदू वॊफॊधधतफाफी ◌ादयातअतॊबतूणआशे.

**3.7 ELECTRICAL POWER**

3.7.1 The Contractor will have to make his own arrangements for electric power at his cost and this shall not constitute any reason for any claim in this behalf. The Contractor will have to make his own arrangements to lay and maintain the necessary

distribution lines and wiring for his colony and the works at his cost. All wiring and methods of construction for overhead distribution lines and other lines shall be in accordance with the Indian Electricity Act 1910 and Indian Electricity Rules 1956.

3.7.2 The layout and method of laying the lines and wiring and the nature of connected loads shall have the prior approval of Circle Agriculture Officer

3.7.3 In the case where electrical power is locally available from the Government, it will be supplied to the Contractor at the prevailing rates plus the duties and taxes applicable as per M.S.E.D.C. tariffs. The Contractor shall however have no claim for any inconvenience and loss caused due to non-availability of power or any interruption or break down in supply once the supply is started.

3.7.4 The Contractor shall be and remain answerable and liable for any loss or damage or injury to any person or any property of Government, or other, caused by, arising from the failure of observance of the Indian Electricity Act, 1910 and Indian Electricity Rules 1956. Sufficient lighting as directed by the Circle Agriculture Officer shall be provided by the Contractor at his cost and risk in the working area and in the ancillary areas.

**4. ERRORS, OMISSION AND DISCREPANCIES :**

In all cases of omission, doubt, or discrepancies in the dimensions or description in the drawings and items of work, it shall be referred to the Circle Agriculture Officer whose clarification and elaboration shall be considered as authoritative, subject to provision of clause No.30 of the B-l Form Conditions of Contract. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precautions.

**5 DATA TO BE FURNISHED BY THE CONTRACTOR**

5.1 The Contractor shall submit to the Circle Agriculture Officer within a fortnight of the award of Contract, a list of the construction plant and equipment to be used for the execution of work and the names and qualifications of his staff assigned to supervise the work

5.2 Immediately after receipt of the Work Order to commence the work, the Contractor shall submit to the Circle Agriculture Officer for approval, the plans in triplicate showing the location of his work- shop and storage building, storage yards, offices, Contractor‟s colony (including its services) and housing facilities which he proposes to erect at site. Suitable housing arrangements for the labours employed by the Contractor or his piece workers will be the Contractor's responsibility and the location of huts shall be in the prescribed area only, which shall be got approved from the Circle Agriculture Officer

5.3 No change in the approved layout shall be carried out without the written approval of the Circle Agriculture Officer

## 6. USE OF SITE

**6.1** The Contractor shall be permitted to use the following for the bonafide purpose of the execution of this Contract, free of charge.

i) The site required for construction of the work

ii) The approach and haul roads constructed by Government subject to para 3.6.1.

iii) The quarries for stones, sand and surkhi and the Government land required for Contractor‟s buildings and storage yards.

Use of quarries will be subject to Royalty charges as per para 10 below. The extent of land required by the Contractor shall be decided by the Circle Agriculture Officer at his sole discretion.

6.2 All areas of operation including those for his staff and labour colonies, handed over to the Contractor shall be cleared and handed back in good condition to the Circle Agriculture Officer except areas under works constructed in accordance with this Contract or those for which specific approval has been obtained from the Circle Agriculture Officer

6.3 Wherever possible and desirable, the Contractor shall preserve all existing vegetation adjacent to the site, which does not interfere with the construction, as determined by the Circle Agriculture Officer

6.4 The land shall, as herein before mentioned, be handed over back to the Sub Divisional Agriculture Officer, DEGLOOR within six months after the completion of the work under this Contract. Also no land shall be held by the Contractor longer than the Circle Agriculture Officer shall deem necessary and the Contractor shall on due notice by the Circle Agriculture Officer, vacate and return the land which the Circle Agriculture Officer may certify as no longer being required by the Contractor for the purpose of the work, failing which the Contractor shall be liable to pay rent for the land so occupied, at the rate prescribed by the Circle Agriculture Officer

## 7. CERTIFICATE

The Contractor should certify. After careful study and with due diligence, I hereby certify that all the lead charges, lift charges, etc. for various construction materials are included in the rate of the items and no claim will be put forth by me on this account**.**

## 8. ROYALTIES

All quarry fees, royalties, octroi dues and ground rent for stacking materials, it any, shall be paid by the Contractor. The amount of royalty shall be deducted from R.A. Bill as per prevailing rate & will be released only after submission of receipt

from Revenue Authority, if the Contractor fails to submit the receipt same amount will be directly paid to the Revenue Authority.

## 9. PROGRAMME TO BE FURNISHED

9.1 As soon as practicable after the acceptance of Tender, but not later than 15 days, the Contractor shall submit to the Circle Agriculture Officer for his approval, a program showing the procedure and method by which he proposes to carry out the works, and shall whenever required by the Circle Agriculture Officer furnish particulars in writing of his arrangements for carrying out works and the construction plant, temporary works, etc that he intends to use or construct as the case may be. No extra claims shall be admissible except as per the conditions provided for in the Tender.

9.2 For guidance in preparing the programme for dates by which the various items shall be executed are given below.

| | | Cumulative % of work quantity period wise | | | | |
|---|---|---|---|---|---|---|
| Sr. No. | Item | ... to ... months | ... to ... months | ... to ... months | ... to ... months | Remarks/ Total |
| | Contractors programme attached separately on page<br>TOTAL (AVERAGE) PERCENTAGE | | | | | |

The program on the other items which are not quoted herewith should be matching with the progress of items given above.

9.3 The submission to and approval by the Sub Divisional Agriculture Officer, DEGLOOR of such a program shall not relieve the Contractor of any of his duties or responsibilities under this contract.

## 10. SETTING OUT

10.1 The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of works, any error shall appear or arise in the position, level dimensions or alignment of any parts of the works, the Contractor shall rectify such error to the satisfaction of the Circle Agriculture Officer without any extra cost to the Government.

10.2 For the purpose of setting out, two end bench marks of which values shall be furnished by the Circle Agriculture Officer shall be provided by the Department near the site of work. The locations of such bench marks shall be apexes or the centre line or at appropriate locations specified by the Circle Agriculture Officer All setting

out shall be with reference to these bench marks and any errors, for the purpose of para 12.1 and 12.3, shall be with reference to these marks and levels.

10.3 The checking of any setting out or of any line or level by the Circle Agriculture Officer or his agent shall not in any way, relieve the Contractor of his responsibilities for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, site rails and other things used in setting out of the works.

10.4 **Signing field books, longitudinal sections and cross sections**

Before starting the work and before any work is covered, levels for plotting the longitudinal and cross sections of the portions of the work shall be taken by the Circle Agriculture Officer or his authorized representative in the presence of the Contractor or his authorized agent, who shall sign the field books (on the same day) and plans showing the longitudinal and cross sections, in token of acceptance. If the Contractor fails to sign, the levels recorded by the Circle Agriculture Officer or his representative shall be final and binding on the Contractor. For this purpose of taking levels a suitable date shall be fixed by the Circle Agriculture Officer 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, the levels shall be taken in his absence and such levels and longitudinal and cross sections based thereon, shall be final and binding on the Contractor.

**11. FOSSILS, ETC.**

11.1 All gold, silver, oil or other minerals of any description and all precious stones, relics, fossils, coins, articles of value, articles of antiquities, old structures and other remains or things of geological, archaeological or religious interest discovered in or on the site of work shall be the absolute property of the Government and all measures shall be taken by the Contractor to protect the same from any damage or removal, and immediately upon discovery, the Contractor shall inform the Circle Agriculture Officer of the find.

**12. PATENT RIGHT**

12.1 The Contractor shall indemnify the Circle Agriculture Officer from and against all claims and proceedings for, or on account of, infringement of any patent right, design, trade marks, or other protected rights in respect of any construction, plant, machine work or materials used for, or in connection with, the works of temporary or permanent nature and from and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever incurred in relation thereto.

**13. NIGHT WORK**

13.1 When work has to be carried out at night, the Contractor shall obtain written permission of the Circle Agriculture Officer In the event of such sanction being granted, proper arrangements for supervision, lights, etc. shall be made to the satisfaction of the Circle Agriculture Officer

**14. PROTECTION OF MATERIALS**

14.1 Materials shall be transported, handled and stored on the site in such a manner as to prevent, damage, deterioration or contamination.

**15. PRECAUTION DURING FLOODS AND RAINS**

15.1 It is the responsibility of the Contractor to preserve and maintain in safe condition all work, materials, machinery and tools from floods and rain and no compensation will be paid on any account.

**16. PASSING OF FOUNDATIONS-**

16.1 After the completion of excavation work the same will be checked and passed by the Circle Agriculture Officer

**17. WORK ORDER BOOK**

17.1 The Contractor shall supply and maintain a bound work order book at the work site as directed by the Circle Agriculture Officer and shall make it available to the Circle Agriculture Officer or his representative, whenever requested. The work order book should have pages in triplicate and triple carbon papers should be provided with them. The Circle Agriculture Officer or his representative may record orders regarding works in this book, leaving the original copy in the book and removing the second and third copies to take with him. All orders recorded in these work order books shall be deemed to have been served on the Contractor.

On completion of the work, all the work order books shall be handed over to the Circle Agriculture Officer

**18. WORK ORDER BOOK**

18.1 The Contractor shall supply and maintain a bound work order book at the work site as directed by the Circle Agriculture Officer and shall make it available to the Circle Agriculture Officer or his representative, whenever requested. The work order book should have pages in triplicate and triple carbon papers should be provided with them. The Circle Agriculture Officer or his representative may record orders regarding works in this book, leaving the original copy in the book and removing the second and third copies to take with him. All orders recorded in these work order books shall be deemed to have been served on the Contractor. On completion of the work, all the work order books shall be handed over to the Circle Agriculture Officer

**19. NO CLAIMS ON ACCOUNT OF DELAY DUE TO DEPARTMENTAL OR OTHER CONTRACTOR'S WORK**

19.1 Delay on account of holding up work under this Contract due to the execution of work such as drilling and grouting, laying of pipes for construction of sluice and penstock, erection of gates for the irrigation and power outlets and other works being carried out simultaneously either by the Department or any other Contractor, shall not form reason for any claims by the Contractor.

**20. EMBEDDED PARTS**

20.1 Installation of all embedded parts such as for gates for penstock, irrigation outlets, pipes for penstock and construction of sluice or any other metal work (either supplied by the Department or bought by the Contractor at his own cost) stands included in the relevant item of Schedule "B". No extra payment will be made for the installation of this embedded metal work or for delays or for interruptions arising there from.

20.2 The Contractor shall allow free use of gangways, etc. if any constructed by him, for Department work

**21. CO-ORDINATION WITH OTHER CONTRACTORS**

21.1 Where other agencies, including the Department, are working in the same area for works other than those included in this Contract, the Contractor shall co-operate with these agencies to the fullest extent and shall allow them reasonable facilities and co-ordination for execution of their works simultaneously and satisfactorily, as intended in the Contract conditions, specifications and drawings.

Should there be a dispute or disagreement between the Contractor and the other agencies for any cause whatsoever, the same shall be referred to the Circle Agriculture Officer whose decision regarding the co-ordination, co-operation and facilities to be provided by all the Contracting agencies to the others shall be final and binding on all parties and such decision shall not vitiates any Contract nor absolve the Contractor of his responsibilities under this Contract nor form the ground for any claim or compensation.

**22. DEFINITION OF THE TERM CIRCLE AGRICULTURE OFFICER**

22.1 The Circle Agriculture Officer means the Sub Divisional Agriculture Officer, DEGLOOR directly in charge of the work or any other officer duly authorized on his behalf.

**23. SUB-SURFACE CONDITIONS:**

23.1 The probable rock line as roughly assessed from logs of the various bores and trial pits taken along and in the region of the various elements of works are shown on the drawings. The cores of these logs are available for inspection at site. The Contractor shall study the actual cores and draw his own conclusions as to the stratigraphy and nature of the materials. The Contractor shall acquaint himself with the local geology including the intertrappen layers, brecciaed rocks and water bearing possibilities of the softer strata that are expected to be encountered. The Contractor shall bear full responsibility for his deductions and conclusions as to the nature and condition of the rock and other materials and any difficulties associated with their excavation and use.

**24. DEATH, BANKRUPTCY, ETC:**

24.1 If the Contractor shall die or commit any act of bankruptcy, or being bankrupt commences winding up, the executors, successors or other representative in liquidation or any person in whom the Contract may become vested, shall forthwith give notice

thereof in writing to the Government 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 Government, to the value of work remaining unexecuted. In the event of stoppage of work, the period of option under this clause shall be fourteen days only. Should the above option be not exercised, the Contract may be terminated by Government by notice in

writing to the Contractor. The power and provisions reserved to Government in this Contract of taking of the work out of Contractor‟s hand shall immediately become operative.

**25. REFERENCE TO STANDARD SPECIFICATIONS:**

25.1 The specifications of the work as attached to this Contract are drawn with a specific reference to site conditions and do not everywhere include the details of standard tests and procedures, which are already laid down and available in the current Indian Standard Specifications. Whenever such details are not specified in this Contract, provisions under the current Indian Standard Specification and the Standard Specification (1965, and as amended from time to time) of Government of Maharashtra shall be deemed to be applicable.

**26. PAYMENT OF THE RUNNING ACCOUNT BILLS**

26.1 With references to clause 10 of B-l form the payment of the bills will be made monthly.

26.2 If due to paucity of fund availability the payment is not made at regular intervals, no claim on this account will be entertained.

**27. INCOME TAX**

27.1 GST as per informed or amended Rule during contract period, whether measured bills, advance payment or secured advance

The Tender rates are inclusive of all taxes, rates, cesses and are also inclusive of the Leviable tax in respect of sale by transfer of property in goods involved in the execution of work contract under the provision of rule of Maharashtra value added tax act 2005 for the purpose of levy of tax.

**28. ENGAGEMENT OF APPRENTICE**

28.1 It is obligatory on the part of the Contractor to engage requisite number of apprentices by the State Apprenticeship Advisor and train them in the Bldg. trade (such as (i) Brick layer Bldg. Constructions, (ii) Carpenters and (iii) Plumbers as well as black smith) which have been specified designated trades under the Apprenticeship Act. 1951.

## 29. DEPARTMENT"S ASSISTANCE

29.1 Though there is difficulty in procuring Explosives, tubes, tyers, food grains and other such materials and commodities the Department can not and does not undertake any responsibility for assured supplies thereof. However the department will assist the Contractor in forwarding recommending, his requirements for the work to proper authorities for all these articles without any commitment on the part of the Department.

## 30. ARBITRATION

30.1 In case of any dispute between the Contractor and the Government in any matter whatsoever, it shall be resolved as per the provisions of Clause 30 of the B-l form and in no circumstances reference to the Arbitration Act will be entertained .

## 31. PRICE VARIATION CLAUSE

If during the operative period of the Contract as defined in condition (i) below, there shall be any variation in the consumer Price Index (New Series) for Industrial Workers for Kolhapur center as per the Labor Gazette published by the Commissioner of Labor, Government of Maharashtra and/or in the wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, or in the Price of petrol/Oil and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

(1) Labour Component

(2) Material Component

(3) Petrol Oil and Lubricant Component

(4) Hysd and Mild Steel Component

(5) Cement component

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

| | | | |
|---|---|---|---|
| 1. | Labour component | - | K1 - ..... % |
| 2. | Material components | - | K2..... % |
| 3. | POL components | - | K3 - …… % |
| 4. | Hysd and Mild Steel Component | - | ACTUAL |
| 5. | Cement component | - | ACTUAL |

**Star rate for cement =Rs. ……. /- per MT Star rate for steel = Rs.**..... **/- per MT**

**Note :-** If Cement, Steel Bitumen C.I. & D.I. pipes are supplied on schedule A then respective components shall not be considered. Also if particular components are not relevant same shall be deleted.

**Formula for labour component**

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

where,

$V_1$ = Amount of price variation in Rupees to be Allowed for Labour component.

P = cost of work done during the quarter under consideration minus royalty charges, the cost of cement and HYSD and Mild Steel, calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

$K_1$ = percentage of labour component as indicated above .

$L_0$ = Basic consumer price index for **Pune** center shall be average consumer price index of preceding the month in which the last date prescribed for receipt of tender, falls.

$L_1$ = Average consumer price index for **Pune**center for the quarter under consideration.

**Formula for Materials Component:**

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

where,

$V_2$ = Amount of price variation in Rupees to be Allowed for Material component.

P = cost of work done during the quarter under consideration minus royalty charges, the cost of cement and HYSD and Mild Steel, calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

$K_2$ = percentage of Material component as indicated above.

$M_0$ = Basic wholesale price index for **All India** center shall be average consumer price index of preceding the month in which the last date prescribed for receipt of tender, falls.

$M_1$= Average wholesale price index for **All India** center for the quarter under consideration.

**Formula for POL Component**

$$V3 = 0.85 \times P \times \left[ \frac{K_3}{100} \times \frac{(P_1 - P_0)}{P_0} \right]$$

where,

$V_3$ = Amount of price variation in Rupees to be Allowed for POL component.

P = cost of work done during the quarter under consideration minus royalty charges, the cost of cement and HYSD and Mild Steel, calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

$K_3$ = percentage of POL component as indicated above .

$P_0$ = Average price of HSD at **Mumbai**of preceding the month in which the last date prescribed for receipt of tender, falls.

$P_1$= Average price of HSD **Mumbai** at for the quarter under consideration.

**The Fallowing Condition Shall Prevail**

i) The operative period of the contract shall mean the period commencing form the date of 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-limit, if any, for completion of the work granted by the engineer under the relevant clause of the Conditions of Contract, in cases other than those, where such extension is necessitated on account of default of the Contractor. The decision of the engineer as regards the operative period of the contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L0, M0 and P0 and also CL0, SL0 to the levels corresponding to the date from which such compensation is levied.

ii) The price variation shall be determined during each quarter as per formula given above in this clause.

iii) The price variation under this Clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause-38 of the contract form B-1. Since the rates payable for extra items or the extra quantities under Clause38 are to be fixed as per current DSR or as mutually agreed to, yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under Clause-38 of the contract form B-1 extends beyond the operative date of the DSR, then rates payable for the same beyond the date shall be revised with reference to the current DSR, prevalent at the time, on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.

iv) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the Contractor and if it is on the negative side, the government shall be entitled to

recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.

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

**32. INSURANCE FOR CONTRACT WORK**

The Contractor shall take out an Insurance Policy or Policies so as to provide adequate insurance cover for the execution of the awarded Contract work from the „Director of Insurance, Maharashtra State, Mumbai- 400 051‟ only. Its postal address for correspondence is "264, Mhada, opposite Kalanagar, Bandra (E), Mumbai - 400 051, (Tel. No. 26438403) (Fax) 26438461/26438690, Insurance policy/policies taken out from any other company will not be accepted. However, if the Contractor desires to effect insurance with the local office of any other insurance company, the same should be under the co-insurance-cum-servicing arrangements approved by the Director of Insurance. If the policy taken out by the Contractor is not on a co-insurance basis (G.I.F. 60% and insurance company 40%) approved by the Government Insurance Fund, the policy will not be accepted and the amount and the premium calculated by the Director of Insurance will be recovered directly from the amount payable to the Contractor for the executed work.

**33. SPECIAL CONDITIONS FOR THE MATERIAL TO BE BROUGHT BY THE CONTRACTOR - DELETED**

**34. MODE OF PAYMENT OF THE QUANTITIES OF EXCAVATION, MASONRY AND CONCRETE ITEMS EXECUTED IN EXCESS OF 125%**

Clause No. 38 of B-1 Tender form pertains to payment of quantities of different items of schedule 'B' in excess of 125% of the Tendered quantities. It is to be clarified that in case of items of excavation in soft strata and hard strata in the present Tender, this clause will become applicable only if the total quantity of excavation (i.e. quantity given for excavation in Part-I or Part-II. excavation in soft strata and quantity given for excavation in hard strata) exceeds by 125% during execution. Quantity of excavation in Part-I (soft and hard strata) and in Part-II (soft and hard strata) will be considered separately for this purpose. For payment of quantity executed in excess of 125% of total quantity of excavation, the following procedure will apply.

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**EXECUTED QUANTITY OF INDIVIDUAL ITEM EXCAVATION**

**CASE–1**

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

**CASE–2**

Where total quantity of excavation executed for both items (excavation in soft strata and hard strata) exceeds 125% of the total tendered quantity, quantity in excess of 125% of total

tendered quantity will be distributed in the ratio of executed quantity of individual item of excavation to total executed quantity of item of excavation is soft strata and hard strata.

Total executed quantity of items of excavation in soft strata and hard strata will be paid by revising the rate of individual items as per clause 38 (2) subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond 125% of the Tendered quantity.

In case if executed quantity is less than 62% of the total quantity of excavation in soft strata and hard strata, these will be treated on similar lines as (1) and (2) above.

**CASE–3**

Where total quantity of all masonry items taken together exceeds 125% of the total tendered quantities of all masonry items, quantity in excess of 125% of total tendered quantity will be distributed in the ratio of executed quantity of individual item of masonry to total executed quantity of all masonry items taken together. Total executed quantity of items of masonry will be paid by revising the rate of individual items as per clause 38 (2) subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond 125% of the Tendered quantity.

In case of executed quantity less than 62% of the total quantity of all masonry items, these will be treated on similar lines as (1) and (2) above.

**CASE–4**

Where total quantity of all concrete items taken together exceeds 125% of the total tendered quantities of all concrete items, quantity in excess of 125% of total tendered quantity will be distributed in the ratio of executed quantity of individual item of concrete to total executed quantity of all concrete items taken together. Total executed quantity of items of concrete will be paid by revising the rate of individual items as per clause 38, (2) subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond 125% of the Tendered quantity.

In case of executed quantity less than 62% of the total quantity of all concrete items, these will be treated on similar lines as (1) and (2) above.

**CASE–5**

Where total quantity of all pitching (available + borrow) items taken together exceeds 125% of the total tendered quantities of all pitching (available + borrow), items quantity in excess of 125% of total tendered quantity will be distributed in the ratio of executed quantity of individual item of pitching to total executed quantity of pitching (available + borrow) items taken together. Total executed quantity of items of pitching will be paid by revising the rate of individual item as per clause 38(2) subject to the provision that the revision of rate will be applicable only of the quantity of individual item executed beyond 125% of the tendered quantity.

In case of executed quantity is less than 62% of the total tendered quantity of all pitching (available + borrow) items taken together these will be treated on similar lines as in case (1) and (2) above.

**CASE–6**

Where total quantity of all rock toe (available + borrow) items taken together exceeds 125% of the total tendered quantities of all rock toe (available + borrow), items quantity in excess of 125% of total tendered quantity will be distributed in the ratio of executed quantity of individual item of rock toe to total quantity of rock toe (available + borrow) items taken together and will be paid by revising the rate of individual item as per clause 38(2) subject to the provision that the revision of rate will-be applicable only of the quantity of individual item executed beyond 125% of the tendered quantity.

In case of executed quantity is less than 62% of the total quantity of all rock toe (available + borrow) items taken together these will be treated on similar lines as it case (1) and (2) above.

**CASE–7**

Wheretotal executed quantity of all Embankment (l) Hearting (available & borrow) (2) Casing (available and borrow) items taken together exceeds 125% of the total tendered quantities of all Embankment (1) Hearting (available & borrow) (2) Casing (available and borrow), items quantity in excess of 125% of total tendered quantity will be distributed in the ratio of executed quantity of individual item of Embankment i.e. (1) Hearting (available & borrow) or (2) Casing

(available and borrow) to total executed quantity of all Embankment (1) Hearting (available & borrow) (2) Casing (available and borrow), items taken together. Total executed quantity of Embankment (l) Hearting (available & borrow) (2) Casing (available and borrow) items will be paid by revising the rate of individual item Embankment i.e. (1) Hearting (available & borrow) or (2) Casing (available and borrow), as per clause 38(2) subject to the provision that the revision of rate will be applicable only to the quantity, if individual item executed beyond 125% of the tendered quantity.

In case of executed quantity is less than 62% of the total quantity of all Embankment (1) Hearting (available & borrow) (2) Casing (available and borrow), item taken together these will be treated on similar lines as in case (1) and (2) above.

For payment of quantities in excess of 125% of tendered quantity, for items other than excavation, masonry, concrete and embankment items provision of clause 38(2) of B1 Tender Form will be applicable.

Payment of work done under items of excavation in soft strata and hard strata will be made @ 90% of the contract rate in R.A. bills for all excavated quantities; till the final designed levels of excavation are achieved, as confirmed by Circle Agriculture Officer The cross section as per design shall be deemed to have been achieved only if no work remains to be executed between the two adjacent cross section of Canal. 100% payment of contract rate in R.A. bills may be released only after the work of excavation is completed between two adjacent cross sections and continuously from one end of canal to the other. No Intermediate reaches will be considered.

**35. ADDITIONAL CONDITIONS**

37.1 The Contractor shall have at least **1 No. qualified Engineer/Agril. Supervisor** (full time employees) with a minimum of 3 to 8 years experience assigned to supervise the work. At least 1 supervisor shall be on site at all times. Engineer on contract will not be accepted.

37.2 The Contractor shall have a well established field laboratory necessary for soil testing, sand testing and concrete sampling (testing equipments should be owned by him) set up on site, with experienced staff to carry out the tests.

37.3 Quality control on the site shall be the responsibility of the Engineer-in–charge with necessary equipment and labour made available by the Contractor. It is responsibility of the Contractor to prove the site engineer that his work meets the required specifications. The responsibility of the daily quality control of work will be of the Site Engineer who will be given necessary guidance and administrative support from the Engineer in Charge. The Engineer in Charge will be overall incharge of the quality control on this work. The cost involved with the quality control on the site is responsibility of the Contractor

37.4 All references to “Proctor Density” “Modified Proctor Density” or “Standard Proctor Density” in the Contract documents should be taken to mean "Standard Proctor Density" in the context of this Contract.

37.5 In executing the work, the Contractor should undertake the earthworks, masonry works and concrete works simultaneously in order that the work can be completed within the shortest possible period.

37.6 The final payment to the Contractor will only be made after a Completion Report for the works has been approved by the Circle Agriculture Officerand the Certificate of Completion has been issued (as per clause 7 of Conditions of Contract). The Completion Report is to comprise of (1) record drawings (2) quality control records (3) excess/saving note (4) materials test reports and (5) a Completion Inspection Survey of all components with design compliance certified by Circle Agriculture Officer

## 36. FORMATION OF WATER USERS CO-OPERATIVE /ASSOCIATION

37.ळावना ◌ा/
ळावना ◌ाअगो◌◌ीकृ तउन्न भ ◌ावॉफधातीरकॉ ◌ाटा◌◌ो ◌ावॉदबाणतकाभगायबवलJ◌्मननलाणशननधीअ धधननमभातीरतयतदीनुवायुकॉ ◌ाटदायारानोंदणीकृ तअवणेज0यीचेआशे.तवेचकाभगायबवलJ◌्मननलाण शननधीअधधननमभानवायुतमा◌◌ोनीबवलJ◌्मननधीतआल4कबयणाके रे राआशे कॉलाकवेमाफाफतव षभअधधकामाणचेआल4कते5भाणन्न वादयकयणेज0यीचेआशे.

## 38. CONDITION RELATING TO INSURANCE OF CONTRACT WORKS

The Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor‟s All Risks Insurance Policy, Erection All Risk Insurance Policy, 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. Its postal address for correspondence is 264, MHADA first floor, Opp. Kalanagar, Bandra (East), Mumbai-51. (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 insurance policy taken out from any other company will not be accepted. If any Contractor has not taken out the insurance policy from the Directorate of Insurance, Maharashtra State, Mumbai or has effected insurance with any insurance company, the same will not be accepted and 1% of the tender amount or such amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance, Maharashtra State, Mumbai. Directorate of Insurance reserves the right to distribute the risks of insurance among the other insurers.

**GENERAL SPECIFICATIONS FOR THE WORK OF**

DISILTING AND NALADEEPNING AT HATRALA ND 5 ON MR-51/03/05/7,3,2,1 TALUKA- MUKHED DIST NANDED
PMKSY-2 GB 8 TO 10
TQ. DEGLOOR DIST. NANDED

INDEX


| ITEM NO. | PARTICULARS | PAGE NO. | |
|---|---|---|---|
| | | From | To |
| 1 | STRIPPING | | |
| 2 | EXCAVATION ( Section- 1) | | |
| 3 | DRILLING ( Section- 2) | | |
| 4 | REINFORCEMENT ( Section- 3) | | |
| 5 | CEMENT CONCRETE ( Section- 4) | | |
| 6 | QUARRY SPAULS, DRILLING HOLES (Section- 5) | | |
| 7 | CASING EMBANKMENT. ( Section- 6) | | |
| 8 | EARTH FILLING ( Section- 7) | | |
| 9 | ROYALTY CHARGES( Section- 8) | | |
| 10 | SPECIAL CONDITIONS FOR THE MATERIAL TO BE BROUGHT BY THE CONTRACTOR ( Section- 9) | | |
| 11 | DESIGN AND DRAWING ( Section- 10) | | |

## SECTION - 1

## ED EXCAVATION

### ED-E: SCOPE

Excavation is mainly classified to its purpose under

1) Excavation for bund.

2) Excavation for leveling.

The item includes furnishing of all tools, plant, labour and material required for carrying out excavation in all strata including conveyance and disposal in a manner hereinafter specified and all operations within the intent and purpose of the item.

The item of excavation for other purposes shall include furnishing of all tools, plant, labour and material required for carrying out excavation in different strata for the various parts as denoted in the drawings, and removing and disposal in a manner hereinafter specified with all leads and lifts, maintaining the excavated slopes and trenches and all operations covered within the intent and purpose of the item. the rate also includes excavation in wet and moist conditions occurred in.

### ED-E2: CLEARANCE OF SITE OF WORK

All areas required for the construction of the dam and appurtenant works and the surface of all borrow pits shall be cleared off all trees, stumps, bushes, roots vegetation and other objectionable materials. All such materials shall be removed from the site so as not to interfere with construction and maintenance of the project and shall be disposed off as directed by the Circle Agriculture Officer to such disposal areas as directed. All trees cut and all materials from the dismantled structures shall be the property of government and shall be stacked at suitable places as directed by the Circle Agriculture Officer

The cost of clearance as specified above is deemed to be included in the item of excavation for dam and appurtenant works.

### ED-E3: BASE LINES AND GRADES

Before starting the work, one reference line and Bench Marks will be established by the department. Permanent base lines and cross lines shall be established by the Contractor at sufficiently close intervals with Bench Marks at all end points to serve as “Reference Grid”. The Contractor shall provide at his expense all templates, pillars and stakes, equipment materials and labour for establishing the Grid lines and the pillars, and shall be responsible for their maintenance during the whole season of construction. These shall be laid out with the prior approval of the Circle Agriculture Officer. No base line or bench marks or reference marks shall be used as reference line for the work, without prior approval of the Circle Agriculture Officer The Contractor shall maintain a certified copy of such approved reference

lines, bench-marks and levels and shall not remove any of them without the prior approval of the Circle Agriculture Officer

The reference points and pillars, already established by the department in the works area shall be fully protected and maintained by the Contractor. He shall repair and rebuild the same in case of any damage, intentional or otherwise.

The Contractor shall layout the work from the reference base lines in consultation with the Circle Agriculture Officer and shall be responsible for the correctness of all measurements and levels in connection therewith notwithstanding the fact that the same might have been checked by the staff of the Circle Agriculture Officer

The Contractor shall be responsible for the proper execution of the work to such lines and grades as may be specified in the drawings or established or indicated by the Circle Agriculture Officer from time to time.

**ED-E4: CLASSIFICATION OF STRATA**

The strata of excavation shall be classified as under:- 1)
Hard strata.
2) Soft strata with soft rock.

**DEFINITION OF STRATA**

**HARD STRATA**

This shall include all rocks occurring in masses which normally needs regular blasting for quarrying (Note: It shall also include rock which owing to the proximity of building or for any other reasons has to be cut by means of chisels or wedges). It shall also include boulders in mass , isolated boulders in mass and isolated boulders over 0.1 cum each, which normally require blasting or wedging and breaking for removal.

**SOFT STRATA WITH SOFT ROCK**

This shall include all material which is rock but does not need blasting and could be removed with pick, bar and shovel. It shall also include boulders up to 0.1 cubic meter each which normally do not need blasting and could be removed with a pick, bar and shovel.

This shall include all kinds of materials such as shale, indurate clay, soil, silt, sand, gravel, sole, average and hard murum and any other material which can best be removed with a shovel after loosening with pick and / or bar. It shall also include isolated boulders up to 0.1 cubic meter each which normally do not need blasting and could be removed with a pick, bar and shovel.

At the change of the strata the Contractor shall inform the department in writing before proceeding with the excavation in the hard strata. The Circle Agriculture Officermay thereupon cause to take levels of the finished excavation in the soft strata.

The decision of the Circle Agriculture Officer regarding classification of strata shall be conclusive and binding on the Contractor. No distinction shall be made whether the material is dry or wet.

**ED-E6: SHORING AND STRUTTING**

**MAINTENANCE OF EXCAVATION SLOPES**

Any shoring and strutting required during construction shall be deemed to be covered by the rates quoted for the items. The Contractor shall be responsible for the adequacy of the excavated stuff. If at any particular location the Contractor considers it necessary, in the interest of safety to provide safety measures, shall forthwith bring the same to the notice of Circle Agriculture Officer and obtain the orders thereon. Such additional excavation shall be paid for at the rates accepted for the particular class of material.

Before excavation of the trenches to the final slopes it is necessary that the Contractor shall first ascertain the strata classification by excavating a pilot section and only after the strata is classified, adjust the said slopes to final designed section. The Contractor is not entitled for any extra payment on this account and the tendered rate is deemed to be inclusive of it.

**SLIPS**

Every precaution shall be taken to prevent slips. But should slips occur, the slipped material shall be removed to slopes as directed. Removal of such material shall not be paid for. No compensation shall be paid to the Contractor because of mishaps arising out of slips.

**ED-E8: EXCAVATION OUTLINE AND PAY LINE FOR OTHER THAN FOUNDATION STRUCTURE**

All excavation shall be performed in accordance with the lines, grade levels and dimensions shown in the drawing or established by the Circle Agriculture Officer The dimensions shown in the drawing are tentative. During the progress of work it may be found necessary or desirable to vary the slopes or the dimensions of excavation from those specified in the drawings. The side slopes to the excavations shall be as steep would stand with safety as decided by the Circle Agriculture Officer and, slopes would be normally as per table given below or less subjects to safety.

| Table | Slope | Table | Slope | Table | Slope |
|---|---|---|---|---|---|
| Sand | 1:1 | HM /HMB | ¼:1 | SR above 3 m depth | 1/4:1 |
| Soil /S.M | ½:1 | S.R. & HR Up to 3 m | Vertical | HR above depth 3 m | 1/8:1 |

If the slopes established are found to be steeper and likely to slip, they shall be made flatter removing the additional material and introducing suitable berms if possible and stable faces established as decided by the Circle Agriculture Officer The additional excavation when ordered by the Circle Agriculture Officer will be paid at the rates accepted for excavation for the particular class of material.

## PAY LINES AND EXCESS EXCAVATION IN CASE OF FOUNDATION OF STRUCTURES

No payment shall be made for the work done beyond the specified pay lines. Payment lines for different strata for all excavation is defined as the lines starting from the outer dimensions of masonry of concrete at foundation levels and sloping up confirming to the side slopes as above specified in the table above.

Not withstanding standards given hereinbefore for the excavation outlines and Contractor shall take care to see that no slips or accidents occur and that the slopes are stable if necessary he shall carry out necessary shoring and strutting at his own cost.

Any or all excavation carried out by the Contractor for any purpose or reasons shall unless ordered in writing by the Circle Agriculture Officer be at the expense of the Contractor and if the unauthorized excavation has to be filled with concrete or masonry or with materials as specified by the engineer-in-charge, filling so needed, shall be carried out by the Contractors as per the specifications of the respective items of works at his own expense.

## ED-E9 DISPOSAL EXCAVATED OF MATERIALS

**Deposition of excavated stuff clears off traffic lines, etc**.

Before any excavation is started, the deposition of spoil shall be carefully planned so as not to obstruct traffic lines required for transport of the construction materials.

The excavated material shall be dumped sufficiently clear off the edges of excavation so as not to endanger stability of the excavation and also permit ample space for tramways, lorry patches, installation of lifting and pumping devices, stacking construction materials, etc.

## CONVEYANCE OF MATERIAL

All the excavated materials from excavation shall be selected by removing roots, grass, organic matter, and other objectionable matter and be sorted out into different types of materials for use in different zones of the dam as directed by the Circle Agriculture Officer The same shall be loaded in the vehicles proceeding directly to the place of use except such material as is required to be stockpiled.

## MODE OF HEAPING OTHER USEFUL MATERIALS

The useful materials that cannot be used directly shall be heaped in separate area with reference to the nature of the material. Stockpiles shall be of as regular size as possible allowing of easy measurements.

The material once heaped shall be utilized as and when and where required and as directed by the Circle Agriculture Officer The cost of complete item of excavation includes the cost of rehandling of the materials so temporarily heaped and reused.

**THE FREE USE OF USEABLE EXCAVATED SPOIL**

All usable spoils of excavation whether done by the Contractor or department or through other agencies fixed by the department will be available free of cost for use by the Contractor on the construction of the dam only, when it is not required by the department.

**DISPOSAL OF WASTE MATERIALS**

The waste materials shall be heaped in spoils banks in regular shape with suitable slopes as directed and properly trimmed so as to present a neat appearance of that may be wasted in other approved locations. The spoil-banks shall be located in such a way that they will not interfere with the natural flow of the river.

No material shall be wasted where it will be detract from the appearance or interfere with the accessibility of completed structures. Excavated materials shall not be carelessly thrown over the premises and shall be deposited directly in permanent positions consistent with proper execution of work. The rate of disposal is included in the excavation item

**LEADS AND LIFTS**

The unit price shall include all leads and lifts in the above operations as per RSR of water Resources Dept

**ED-E10: MEASUREMENTS AND PAYMENTS**

The measurements shall be based on areas of cross section taken normal to the axis of structure of its part of the original ground surface and the surface of finally completed excavation within the pay lines, taken at every 15 meters along with axis of structure of its part. Where there is abrupt change in depth, additional cross section may taken at the discretion of the Circle Agriculture Officer Levels along the cross section shall be taken at every 15 to 20 meters or 5 meters as per exigency of work.

During the execution of the work, running payments for the items of the excavation will be made to Contractor at 90% of his tender rate for the item. The remaining payments for this item will be progressively released depending upon the progress of completion of the item of excavation. The part rate will be reviewed by the Circle Agriculture Officer when he feels necessary and decision of the Circle Agriculture Officers hall be final and binding on the Contractor. During the excavation of the work, running payment for the items of excavation will be made to the Contractor on the basis of cross sectional measurements.

**MODE OF MEASUREMENT AND PAYMENT** :

No separate payment will be made for this preparation work as it considered to be included in the rates for the excavation and/proceeding earth, concrete or masonry work.

**SECTION - 02**

**DRILLING – DELETED**

**…….**

**SECTION - 03**

**STEEL REINFORCEMENT – DELETED**

**……..**

**SECTION - 04**

**STEEL REINFORCEMENT – DELETED ----------**

**SECTION - 05**

**QUARRY SPAULS – DELETED**

## SECTION – 6

### ED-B : PROVIDING EMBANKMENTS

(With materials either from Borrow areas or useful approved materials from compulsory excavation)

**ED-B 1: SCOPE**

The item of embankment shall include furnishing all tools, plants, labours and materials required, stripping of the borrow areas, excavating the materials from the borrow areas, conveying the same and placing the same, of the useful materials from compulsory excavation for COT, masonry dam foundation, drains, etc. in specified layers for embankment, including watering and mixing (or drying as the case maybe ) and mechanical compaction to specified density and moisture content for each type of material and performing all operations necessary and ancillary thereto.

**ED-B 2: BORROW AREAS**

**GENERAL**

All materials required for construction of embankment, or backfill, which are not available from the compulsory excavation (for cut off trench, masonry dam foundations, drains, etc.) shall be obtained from the contractors own borrow areas. Borrows pits shall be opened at the location and to the limits, as per directions of the Circle Agriculture Officer. As far as practicable the borrow areas going under submergence on up-stream side shall be tacked first. The contractor is expected to have his own prospecting carried out before tendering for the works. The data presented therein are to be taken only as guidance and no claims shall be entertained in further due to lack of conformity between the natures and quantity of material actually met with during construction.

**PRIOR APPROVAL TO BORROW AREA BEFORE START OF WORK**

Before any borrow area is opened the material from the borrow area to be used particular zone in the earth dam should be got approved from Circle Agriculture Officer

**STRIPPING OF BORROW AREAS**

Before opening of borrow area from where the material is to be obtained, the area shall be cleared off all trees, stumps, etc. and stripped to remove the top soil, humus, vegetable matter organic matter, roots, rubbish, and all other objectionable material which is unsuited for the purpose for which the borrow pits to be excavated. All such materials shall be removed to such disposal areas as directed by the Circle Agriculture Officer. In no case shall the stripped material be allowed to contaminate the material going into the embankment. All trees cut shall be the property of Government and shall be stacked at suitable place as directed by the Circle Agriculture Officer

The rate for embankment including use of material from borrow areas includes the clearing and stripping the borrow areas and disposing the waste material as directed. The cleared and

stripped areas shall be maintained free from vegetable growth adequately and drained during the progress of work, without any extra cost.

**EXPLOITATION OF BORROW AREA**

**A.** Where the borrow pits are opened adjacent to the dam, the edge of excavation shall be at a distance of five times of the height of the dam opposite as measured above the top level of edge of excavation to the top of the dam subject to the minimum distance of 100 meters from the toes of the dam.

**B.** Where no positive cut off is provided, care shall be taken to see that no previous strata are uncovered by excavation of borrow pits on the water side of the dam within a distance of ten times the height of the drain as measured from the upstream toe of the dam.

**C.** Borrow pits shall be so worked that selected materials will be furnished as required, as close as practicable to the point of utilization so that they will not interfere with the location of permanent structure no more the usefulness or appearance of any of the work.

**D.** The formation of pools shall be avoided to avoid spoiling of useful material and also bad appearance and all borrow pits shall be drained as necessary by ditches to the nearest cut falls. All borrow pits except those that would be submerged in the reservoir shall be connected to each other and the last borrow pits to the nearest drainage channel so as to avoid stagnation of water. The bottom of the pits shall be so fixed, that the pits drain into some natural course.

**E.** No borrow areas should be taken of roads, village tracks, canals, etc. occurring in the borrow areas.

**F.** All borrow areas shall be arranged with certain amount of regularity having regard to the convenience of the work during excavation and to its safety and appearance of finish after its completion.

**ED-8: MODE OF MEASUREMENT**

**a)** The work shall be measured on the basis of cross section

**b)** The lines demarcating the zone of cross sections shall confirm to the respective typical sections except where departure from these are specially permitted by the agril. officer.

c} All measurements shall be taken on cross section at the interval of 15 meter or less as directed before an embankment of a particular reach starts.

d) All measurements shall be taken on cross section of bank. For this purpose detailed cross section of the ground shall be taken at the interval of 15 meter. Deduction in quantities of bank work and CNS bank shall be made for bulkage at the rate of 25%.

## SECTION - 62

**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. If the government desired to acquire quarry for the use of Government work, it would be so acquired and the Contractor would be required to pay the royalties as per the Government procedures. The Contractor shall abide by the procedure regarding royalty for materials vide ळावन,भशवV ल लन वलबाग, ळावन ननणमण .गैण खननज-१०/२००१/5. .२४/२५,दद.१५/०१/२००३आणणवालजणननकफा◌ोधकाभवलबाग,ळावननननणमण .वो कीणण०२/०५/(२९१)/इभायती -२,दद.१५/१/२००३

The amount of royalty is included in the items of Schedule-B of the Tender. The amount of royalty shall be deducted from R.A. Bill as per the prevailing rates of royalty charges and will be released only after producing the documentary evidence of payment of Royalty Charges paid to concern Revenue Authority. If the Contractor fails to produce the documentary evidence of payment of Royalty Charges, the amount of Royalty deducted from R.A. Bills shall be directly paid to the concerned Revenue Authority.

## SECTION - 62

## SPECIAL CONDITIONS FOR THE MATERIAL TO BE BROUGHT BY THE CONTRACTOR

All the material such as for the work shall be reported to the Circle Agriculture Officer only, furnishing the necessary test report from laboratory / factory.

The member of construction committee shall be offered full access to the site at all times to monitor the progress of the work and the quality control activities and concerns expressed by the construction committee to the site engineer either verbally or in writing shall investigated immediately by the site engineer and he shall take the appropriate action.

## SECTION - 9DESIGN AND DRAWINGS

**1.0 SCOPE:**

As stated in Annex – A of section I.

**2.0 DESIGN AND DRAWINGS:**

The drawings enclosed herewith are tentative. The contract shall carry out layout studies including cost economics by examining all possible alternative to prepare detailed layout, designs and drawings of all components of the works stated in schedule B.

The Contractor shall use guide lines in the relevant IS code / CDO codes prepared by Sub Divisional Agriculture Officer, DEGLOORon various components of the work.

All the studies, layout drawings component wise design and drawings and Modification if required to be prepared for taking up execution of the works as stated in schedule B shall be prepared by the Contractor and shall be got verified / vetted by **Sub Divisional Agriculture Officer, DEGLOOR.** After verification / vetting by the Contractor will have to submit the vetted design notes and drawings to the Circle Agriculture Officer for approval. Such drawings / designs will be approved or otherwise by the Circle Agriculture Officer within 15 days. For the purpose of approval the Contractor shall submit 5 copies to the Circle Agriculture Officer. Such fees shall have to be borne by the Contractor.

The computer software developed by the Contractor shall be made available free of cost SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR, DEGLOOR, DEGLOOR- for the purpose of vetting / checking. The Contractor may carry out the model studies, if required by him to ascertain and satisfy himself about the design conformity on a model the cost of such model studies if carried out by the Contractor, the fees shall be borne by the Contractor only.

The Contractor will have to submit detailed drawings of each component with appropriate scales measurements RLs, full dimensions, locations of components.

The Contractor will have to supply one plus five copies of approved drawings one copy duly signed by the Contractor and other five copies duly attested.

The Contractor is expected to organize his work as per the best of his knowledge so that final draft of various types of designs and layouts will be submitted to the Circle Agriculture Officer with stipulated time period.

The Contractor shall submit to the Circle Agriculture Officer original tracings, floppies on completion of work which will be absolute property of the Water Conservation Department Contractor should submit three sets of drawings as record drawing showing the exact dimensions and levels etc. of constructions along with his final bill. Such drawings shall be signed by both Contractor and Circle Agriculture Officer or his representatives. These drawings will be mentioned as permanent record of the work.

All the studies layout, drawings, design notes, which have been submitted to the Circle Agriculture Officer shall become the absolute property of the Water Conservation Department and Contractor shall not use the same in whole or part thereof elsewhere for any purpose without explicit written permission from the Water Conservation Department.

The Contractor should, as far as possible, not change the type of structure. However, if the Contractor proposes different type of structure than provided, he should prove the economy of such structure to the Circle Agriculture Officer before getting it vetted.

**3.0 MODE OF MEASUREMENT AND PAYMENT:**

After obtaining all the required drawings designs and design notes duly approved from the SUB DIVISIONAL AGRICULTURE OFFICER, DEGLOOR62% of the amount will be released through R.A. Bill and remaining balance amount shall be released at the time of payment of final bill.