Maharashtra Fisheries Development Corporation Limited

Govt. of Maharashtra Undertaking

B-1

RE-TENDER DOCUMENT

E-Tendering System

FOR THE WORK OF

NAME OF WORK: - CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

TENDER AMOUNT: - Rs. 1,15,51,108/-

https://mahatenders.gov.in

Executive Engineer,
Maharashtra Fisheries Development Co. Ltd. Mumbai.

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1. GENERAL INFORMATION OF CONTRACT MAHARASHTRA FISHERIES DEVELOPMENT CORPORATION LIMITED

ORIGINAL AGREEMENT NO. - _____

NAME OF WORK: CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

1)	Name of Contractor	:	
2)	Date of receipt of tender	:	
3)	No. & Date of work order	:	
4)	Amount put to tender	:	**Rs. 1,15,51,108/-**
5)	Percentage quoted	:	
6)	Amount of Contract	:	
7)	Date of commencement	:	
8)	Time stipulated for completion of work	:	**12 (Twelve) Calendar months** including monsoon
9)	Date of completion as per Agreement	:	
10)	Actual date of completion	:	
11)	Reference to sanction of extension of time.	:	1) ..... 2) .....

TO BE FILLED BY THE CONTRACTOR

I / We have quoted my/ our offer in percentage rate in words as well as in figures.

I / We further under take to enter into contract in regular "B-1" form in Maharashtra Fisheries Development Corporation Limited

Name and Signature of Contractor : .....

Power of Attorney holder : .....

With complete address : .....

2. BRIEF TENDER NOTICE

2.1. E-Tender notice

Online Tenders (e-tender) in B-1 form for the following work are invited by Maharashtra Fisheries Development Corporation Limited, Mumbai on Government of Maharashtra Electronic Tender Management System portal **https://mahatenders.gov.in** as per Tender Schedule Published on the web portal. The details can be viewed online and downloaded directly from the Government of Maharashtra e- Tendering Portal **https://mahatenders.gov.in**

NOTICE DETAILS

Tender Reference no. (Original Agreement No.)	
Name of Work	**CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG**
Cost of blank tender document &Mode of Payment	**Rs. 1,180/- (Rs. One Thousand One Hundred Eighty Only)** (Non-Refundable) to be paid shall be in the form of online through payment gateway
EMD Amount & Mode of Payment	**Rs. 1,16,000/- (Rs. One Lakh Sixteen Thousand Only)** in the form ofonline through payment gateway.
Venue of online opening of tender	Office of the Managing Director, Maharashtra Fisheries Development Corporation Limited, Mumbai
Address for Communication	Maharashtra Fisheries Development Corporation Limited, 3rd Floor, NKM International House, Behind LIC (Yogakshem) Bldg., Babubhai M. Chinoy Marg, Mumbai - 400 020
Email ID for e-Tendering Helpline Support	support-eproc@nic.in
e-Tendering Helpline Support:	24X7 Toll free telephonic help desk number: - 0120 - 4001 002 0120 - 4001 005 0120 – 4493 395

The Managing Director, Maharashtra Fisheries Development Corporation Limited, Mumbai may accept or reject any or all tenders, at any stage of tender procedure without assigning any reason.

Date:
Place: Mumbai

2.2. **E-TENDER TIME SCHEDULE [As per e-Tender GR. Dated on 14/02/2025]**

Please Note: All bid related activities (Process) will be governed by the time schedule givenunder Key Dates below:

Sr. No.	Activities	Date		Hour	Mins
1	Publishing Date	___/___/_____	At	12	00
2	Document Download start Date	___/___/_____	At	12	05
3	Document Download End Date	___/___/_____	Upto	15	00
4	Bid Submission Start Date	___/___/_____	At	12	05
5	Bid Submission closing Date	___/___/_____	Upto	15	00
6	Bid Opening Date	___/___/_____	At	12	00

**Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial tenders shall be notified in 'Press Notice / Corrigendum' section on the e- Tendering sub portal of the department before opening of the same.*

NOTE: -

1. All eligible/interested Bidders are required to be enrolled on portal **https://mahatenders.gov.in** to participate in e-tendering.
2. Bidders should submit the document related to tender, earnest money and tender document fee under their digital signature online through payment gateway on the e tendering portal.
3. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected bycompetent authority without assigning any reason.

MAHARASHTRA FISHERIES DEVELOPMENT CORP. LTD., MUMBAI
महाराष्ट्र मत्स्योद्योग विकास महामंडळ मर्यादित, मुंबई
(A Govt. of Maharashtra undertaking) (महाराष्ट्र शासनाचा उपक्रम)
कार्यालय:- ३रा मजला, एन.के.एम. इंटरनॅशनल हाऊस, बाबुभाई एम. चिनाय मार्ग, मुंबई- ४०० ०२०
Tel.no. (022) 35114917 Email :- mfdc73@gmail.com / eemfdc@gmail.com

3. DETAILED TENDER NOTICE

Online percentage rate tenders in "B-1" Form are invited by the Managing Director, Maharashtra Fisheries Development Co. Ltd., Mumbai for the following work from contractors registered in appropriate class of the PWD/ MCGM of Maharashtra State. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under

Sr. No.	Name of work	Estimated Cost in Rupees	Cost of Blank Tender Form in Rupees	Earnest Money in Rupees	Security Deposit in Rupees	Time limit in Calendar Months	Class of contractor
1	CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG	Rs. 1,15,51,108/-	Rs. 1,180/-	Rs. 1,16,000/-	Rs. 2,32,000/-	**12 (Twelve) Months** including monsoon period	**Class IV & Above**

For more details about the tender and tendering process the bidders may please visit the above-mentioned portal.

1) To participate in e-tendering, all eligible/interested contractors are mandated to get enrolled on e-Tendering portal
2) To participate in the e tendering, bidders are required to obtain digital Signature certificate.
3) Bidders can contact the help line numbers mentioned on the website for any clarification of their doubts regarding process of Electronic Tendering System.
4) Right to amend in any of the terms and conditions of the tender as well as Right to reject any OR all tenders without assigning any reason there for is reserved by the competent authority.

3.1. TENDERING PROCEDURE

3.1.1. Blank Tender Forms

Blank Tender Forms can be downloaded from the **https://mahatenders.gov.in** as stipulated in the Tender Notice.

3.1.2. Contents of tenders for documents

A set of tender documents issued for the purpose of tendering shall comprise the following

Sr. No.	Particulars
1	General Information of Contract
2	Brief tender notice
3	Detailed Tender Notice
4	Qualification criteria
5	Agreement Form B-1
6	Memorandum
7	General conditions of contract
8	Special Conditions of Contract
9	Additional Specifications
10	Material handling
11	Reinforcement storage and handling
12	Quality Assurance and Maintenance
13	Price Variation Clause
14	Schedule "A"
15	Additional Conditions for material to be brought by Contractor
16	Declaration of contractor
17	Schedule "B" & C
18	Drawings
19	Contract data

3.2. MANNER OF PREPARATION & SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

Both the Tenders (Technical as well as Commercial) shall have to be prepared and subsequentlysubmitted online only. ***Tenders not submitted online will not be entertained****. The tenderershall submit the tender and documents in two digitally sealed Bids as below:*

3.2.1. TECHNICAL OFFER (FOR TECHNICAL BID - DOCUMENTS)

The Technical Bid shall contain the following documents: -

3.2.1.1. The Scan copy of original copy of Valid GST registration certificate from Goods and Service Tax department along with PAN.

3.2.1.2. Scan copy of Valid certificate as a Registered Contractor with the PWD/MCGM in appropriate class as may be applicable in original or attested copy thereof (Attested by a Gazette Officer).

3.2.1.3. The scan copy of details of Work Done in all classes of civil Engineering Works during last Five years with the value of unfinished work (Information to be given in Form No.1, Page No.19) and should be supported by Work Done certificate signed by the Authority with whom the contractor has executed the work.

3.2.1.4. The scan copy of details of similar type of work (Information to be given in proforma of Form No.2, Page No. 20) and should be supported by work done certificate signed by the Authority with whom the contractor has executed the work.

3.2.1.5. List of Litigation/ Arbitration history during last 5 years. The bidder must submit NIL litigation certificate(s) in case of no litigation.

3.2.1.6. The Bidder must submit a declaration stating that he is not debarred / blacklisted / prevented from participating in any tender/ bidding procedure by any govt. agency in India.

3.2.1.7. Scanned from original copy of Affidavit regarding completeness, correctness and truthfulness of

documents submitted on Rs. 500/- stamp paper as per prescribed proforma given in 3.3.4. Sworn before Executive Magistrate/Notary.

3.2.1.8. Scanned from original copy of Registration of Firm, Partnership Deed and Power of Attorney, in case of a firm tendering for work.

3.2.1.9. Tender fee and EMD is paid online shall be scanned & uploaded.

3.2.1.10. The contractor shall not be entitled to claim any compensation/interest from Government/MFDC on account of delay in payment of R.A. Bills/ Final bill due to paucity of funds. The contractor shall submit the undertaking in this regard in the format given ANNEXURE – IV on Rs. 500/- Stamp Paper.

3.2.1.11. Bidder should not have booked loss in last Five years. CA's UDIN registered certificate must be submitted along with bid to authenticate the values.

3.2.1.12. The contractor shall submit a turnover certificate (Last Five Years) certified by CA. (Min. turnover should be **Rs. 86,63,331/-**)

3.2.1.13. Site photographs with GPS Tagging is mandatory, photographs with MFDC Engineer or as directed by Executive Engineer, GPS Tagging should be submitted signed by Executive Engineer otherwise bid will be rejected. Site Visit Report & GPS Tagging should be completed.

3.2.1.14. The Bidder must furnish originals of all scanned documents submitted by them for verification on demand by MFDC officials.

3.2.1.15. All ANNEXURES should be submitted.

3.2.1.16. **JOINT VENTURE NOT ALLOWED.**

3.3 PRE-QUALIFICATION CRITERIA

3.3.1 General Experience: As per PWD GR dt. 27/09/2018

To qualify for a work of contract, each tenderer in his name should have achieved a **minimum avg. financial Turnover of Rs. 86,63,331/- or more** (In all class for civil Engineering work only) during last five years at price level of 2025-26 information should be given by the sign of CA's UDIN registered certificate.

3.3.2 Technical Qualification of bidder: As per PWD GR dt. 25/10/2019

i) In Civil / Electrical work the applicant experience of having successfully completed similar work during last Five years, ending last day of month previous to the one in which applications invited, should be either following: -

a. Three similar completed work costing not less than the amount of Rs. 46,20,443/-

OR

b. Two similar completed work costing not less than the amount of Rs. 57,75,554/-

OR

c. One similar completed work costing not less than the amount of Rs. 92,40,886/-

NOTE: The bidder should furnish the work done certificate for completed works. Said certificates should be signed by the concerned officer / engineer of the rank of Executive Engineer or equivalent higher grade.

The necessary certificates as mentioned in qualification criteria from Sr. No. (a) to (c)are required to be obtained from the officer not below the rank of Executive Engineer. A copy of

these certificates duly attested by a Gazette officer from PWD or Irrigation Department shall be put in Envelope No.1 only. In absence of these certificates EnvelopeNo.2 (Financial Bid) shall not be opened.

NOTE (2): Signature of the officer checking / issuing requisite certificate should bear the name of concerned officer. Form No. 1 to 7 on pages 19 to 25.

NOTE (3): All these Forms shall be filled in and signed properly. If these forms are found incomplete, incorrect, kept blank or wrongly filled, Tenderer's Envelope No. 2 (Financial Bid) shall not be opened.

- **DEFINITION OF SIMILAR WORKS:**

The similar works means Construction of Building. (Only Government work will be considered). Any kind of subcontracted Work shall not be considered.

ii) **DESIRED PLANT & MACHINERY**

(Applicable for work for which use of modern machineries is specified)

Proforma for Information regarding availability of machinery required for this work. Given below

Sr. No.	Machinery Details	Minimum Quantity	Owned or Hired
1	Ajax Mixer	1	Owned/Hired
2	Needle Vibrator	3	Owned
3	Water Tanker 2000 Ltr	1	Owned/Hired
4	Dewatering pump 10HP capacity	1	Owned/Hired

Note*: i) Contractor should produce documentary proof regarding ownership of following machinery.

ii) Definite proof of owning of above machineries in the form of commercial invoice shall be treated as ownership.

iii)The proof of hired machineries in the form of Hired Agreement is enclosed & same will be submitted in envelope No. I

iv) The life of machinery shall be considered as 15 years.

v) The Machinery of above age of 15 Years is Not Allowed.

vi) For machinery above age of 10 years fitness certificate of S.E (Mechanical) is required for every year (Owned)

vii) Hire Agreement of Machineries is to be self-attested by the Bidder on Rs 500/- Stamp Paper Shall attached and same shall be upload online in Envelope No. 1

ii) Desired list of Technical Personnel

The following is an indicative list of technical personnel required for the work. The bidder toconfirm availability in the form no.5 as per the methodology proposed by the bidder. **Bidder should submit proper resume of the technical personnel.**

Sr. No.	Name	Qualification	Minimum post Qualification Experience	No. of Personnel
1	Sr. Engineer	B.E (Civil)	5 years	1
2	Jr. Engineer	B.E (Civil)	3 years	1
3	Site Supervisors	DCE/12th Pass	3 years	2

(iv) Satisfactory executed in any project of last Five years, the following minimum quantities of work **As per PWD GR dt. 27/09/2018**

Sr. No.	Item Description	Quantity
1	Providing & Laying M 30 Concrete or above	40 Cum
2	Providing Cement Plaster	305 Sqm
3	Excavation for foundation	84 Cum

3.3.3 The tenderers who meet the minimum qualification criteria as per para will be qualified only if theiravailable bid capacity is more than the total estimated value of the work. The available bid capacity will be calculated and declared along with the supporting documents signed by an officer not below the rank of Executive Engineer and it should be submitted along with Tender Envelope number 1. **As per PWD GR dt. 11/05/2022** The bid capacity will be calculated as per formula below.

Assessed Available Bid Capacity = (A x N x 2) – B
Where,

A = Maximum value of civil Engineering works executed in any one year during the last five years (updated to 2025-26 level) taking into account the completed as well as works in progress.

N = No. of years prescribed for completion of the works for which bids are invited.

B = Value at 2025-26 price level of existing commitments and ongoing works to be completed during the year.

Base Year: The Base year shall be taken as 2025-26, the following acknowledgment factors will be closed for the cost of work executed and financial figures to a common base value for work completed in India.

2024-25 = 1.10
2023-24 = 1.21
2022-23 = 1.33
2021-22 = 1.46
2020-21 = 1.52

NOTE:

1. The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the officer not below the rank of Executive Engineer.
2. The Assessed Available Bid Capacity should be calculated and declared along with supporting documents signed by CA and should be submitted in Envelope No.1.
3. Even though the tenderer meets the above qualifying criteria he is subject to be disqualified if he has made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

and / or has record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion of work, litigation history or financial failures etc.

3.3.4. The Scan Copy of Affidavit is mention below.

(नमूना सत्यप्रतिज्ञापत्र (रु. 500/- च्या स्टैम्प पेपरवर)

सत्यप्रतिज्ञापत्र

मी, श्री/श्रीमती. _____ वय वर्ष _____राहणार_____ _____या सत्यप्रतिज्ञा पत्राद्वारे लिहुन देतो कि, मी _____या फर्मचा कंपनीचा मालक असुन **CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG** या कामासाठी निविदा सादर करीत आहे. त्या निविदेच्या लिफाफा क्र. ०१ मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पूर्ण आहेत. त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत, याची मी खात्री केलेली असून असे शपथपूर्वक खालील अटी व शर्थीसह मान्य करीत आहे. या कागदपत्रांमध्ये काही चुकीची, दिशाभूल करणारी, खोटी व तसेच अपूर्ण माहिती आढळल्यास मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

1. मत्स्योद्योग विकास महामंडळला कोणतीही खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यहारात खोटी बनावट साहित्य खरेदीची कागदपत्रे सादर केली असल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
2. जर कंत्राट कालावधीदरम्यान आणि काम समाप्ती नंतर, अंतिम देयक देण्याच्या तारखेपर्यंत सादर केली कोणतीही कागदपत्रे खोटी बनावट किंवा फसवी आढळल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
3. जर काम समाप्तीनंतर दोष दायित्व कालावधी दरम्यान किंवा त्यानंतर कोणत्याही वेळी, कोणतीही माहिती किंया कागदपत्र खोटी बनावट, फसवी किंवा दिशाभूल करणारी आढळल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

कंत्राटदाराची सही / शिक्का

OR

1. English

Affidavit (on Rs. 500/- Stamp Paper)

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

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

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

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

(Signature of contractor)

(seal of company)

4. COMMERCIAL OFFER (FINANCIAL BID)

All financial offers must be submitted online in the proforma given in the tender.

A tender submitted without the Financial Bid would be considered as invalid.

The bidder should not quote his offer anywhere directly or indirectly in Technical Bid. The bidder shall quote for the work as per details given in the main tender and any corrigendum (s) thereof and also based on the common set of deviations/conditions issued/ additional stipulations made by the Department as posted on the website after the Pre-Tender Conference.

4.1. ONLINE SUBMISSION OF TENDER: -

The date and time for receipt of Bid Containing tender shall be strictly adhered to in all cases.

4.2. OPENING OF TENDERS: -

The tenders that are submitted online successfully shall be opened online as per the date and time given in detailed tender schedule through e-Tendering procedure.

4.2.1. TECHNICAL BID: -

First of all, Technical Bid of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

If the various documents contained in this bid do not meet the requirements of the Department, the tender opening authority shall call for the deficient documents. If the bidder fails to produce the same, the decision of the tender opening authority shall be final in this regard.

The financial bids of only technically qualified bidders will be opened.

4.2.2. Financial Offer: - (Financial Bid)

This Bid shall be opened online as per the date and time notified, through e-Tendering procedure only. The tenderers quoted rate in percentage above / below the estimated rates shall then beput up on the website.

4.3. EARNEST MONEY:

The tender should be accompanied by the **earnest money deposit (EMD) of Rs. 1,16,000/-** to be paid online through payment gateway on the portal. The earnest money will be refunded in due course in case of tenderers whose tenders are not accepted. In case of successful tenderer, the Earnest money will be converted to initial security deposit. The amount of Earnest Money will be forfeited to Maharashtra Fisheries Development Corporation Limited in case the successful bidder does not pay the amount of initial security deposit within 10 days of LOI. Earnest Money of the unsuccessful tenderers will be refunded after the successful tenderer has submitted the security deposit or on the expiry of the validity period whichever is earlier.

4.4. SECURITY DEPOSIT:

Amount of total security deposit to be paid shall be 2**%** of the accepted tender cost. The successful tenderer shall have to pay 1% of the security deposit in the form of NEFT/RTGS. 1% of Security deposit i.e. EMD is converted in to Security Deposit. 1% Security Deposit will be recoverable through the bills at the percentage as shown in item(s) of the Memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere 1% of the security deposit will have to be deposited within ten days (including Government holidays) of the acceptance of the tender and 1% will be recovered from the Running Bills at the rate as specified in the tender form. In the Event of failure of the successful tenderer to pay initial security deposit in due course (unless Extended in writing by the Executive Engineer Maharashtra Fisheries Development Corporation Limited, Mumbai.) from the date of receipt of notice of acceptance ofhis tender, the amount of earnest money shall be fortified by Maharashtra Fisheries Development Corporation Limited, Mumbai and acceptance of his tender shall be considered withdrawn; except that in the event of notice of acceptance of the tender not being issued within 60 days of the last submission date of bid as per schedule.

The acceptance of tender may be intimated to the tenderer in the form of Letter of Intimation and either by the officer competent to accept the tender or any authority (i.e. EE, SE, CE, MD) in the department and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority to accept the tender.

4.5. CONDITION FOR PAYMENT OF ADDITIONAL (Performance) SECURITY DEPOSIT IF OFFER QUOTED BY THE TENDERER IS LESSER THAN 10 % BELOW THE COST PUT TO TENDER:

The additional (Performance) security deposit shall be over and above the earnest money deposit. Bidders quoting their price below the cost put to tender shall have to pay Additional (Performance) security deposit only in the form of DD as per the following:

a) If the offer submitted is below schedule "B" rates by more than 1% but less than 10% of the estimated cost put to tender	1% of the estimated cost put to tender
b) If below by more than 10% of the estimated cost put to tender	1% of the estimated cost put to tender plus an amount equal to the percentage by which the offer is below 10% of the estimated cost put to tender. (e.g. if the offer is 14.00% below, the Performance Security will be 1% + (14% - 10%) = 5.00% of the estimated cost put to tender.
c) If offer is more than 15% below.	For balance amount, submission of double amount in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee is mandatory for example 19% below rate Upto 10% below rate = 01% Upto 15% below rate = 05% (15% - 10%) Upto 19% below rate = 08% (19% - 15% = 4% x 2) = 08% **Total = 14%**

The DD should be drawn in favor of Maharashtra Fisheries Development Corporation Limited, Mumbai from a Nationalized Bank payable at Mumbai.

महाराष्ट्र शासन सा.बा. विभागाचे परिपत्रक सीएटी/२०१७/प्र.क्र.०८/इमा.२ मंत्रालय, मुंबई दिनांक २६.११.२०१८ नुसार अतिरिक्त सुरक्षा ठेव रक्कम (Additional Performance Security Deposit) निविदेच्या लिफाफा क्र. २ मध्ये सादर करण्याबाबतच्या सुचना रद्द करण्यात आलेल्या असुन, लिफाफा क्र. १ व २ उघडल्यानंतर प्रथम न्युनतम देकार सादर करणाऱ्या L१ निविदाकाराने "**Additional Performance Security Deposit**" आठ दिवसाच्या आत संबंधित कार्यकारी अभियंता ह्यांचेकडे जमा करावे. तसेच आठ दिवसांची मुदत ही कुठल्याही कारणासाठी शिथिलक्षम असणार नाही.

4.6. TIME LIMIT:

The work is to be completed within time limit as specified in the Notice Inviting Tender i.e. **12 (Twelve) months** which shall be reckoned from the date of written order of commencing the work and shall be **including of monsoon period**.

4.7. TENDER RATE:

No alteration in the form of tender and the schedule of tender and no additions / deletions in the form of special stipulation by the bidder will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.

4.8. TENDER UNITS:

The tenderers should particularly note the unit mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed.

4.9. ACCEPTANCE OF TENDER:

Acceptance of tender will rest with the Managing Director, Maharashtra Fisheries Development Corporation Limited, Mumbai, who reserves the right to reject any or all tenders without assigning any reason thereof. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 10 days of being notified to do so. In case failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Maharashtra Fisheries Development Corporation Limited and the offer of the tenderer shall be considered as withdrawn by him.

4.10. CONDITIONAL TENDER:

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

The tenderer may, in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.

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

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

The rates quoted should be for all leads and lifts from wherever the materials are broughtat site of work and inclusive of applicable royalty to be paid to the revenue Department by the Contractor.

The accepted tender will be presumed to be unconditional even if the bidder has put forth any condition(s) in his/their bid.

4.11. POWER OF ATTORNEY:

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

conduct all transactions on behalf of the company, along with the tender.

4.11.2. The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

4.11.3. Due to non-availability of foreign exchange, no foreign exchange will be released by the Department for the purchase of plants and Machinery for the work by the Contractor.

4.11.4. Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Government works under execution with them.

4.11.5. All Pages of tender documents, conditions, specifications, corrections slip etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of firm.

4.11.6. The Income Tax @ 2.2 % including surcharges or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

4.11.7. The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority, a valid current license issued in his favor under the provisions of the Contract Labor (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and he shall also be liable for forfeiture of the earnest money.

4.11.8. The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

4.12. VALIDITY PERIOD:

The offer shall remain open for acceptance for minimum period of **60 Days** from the last Date of submission of the Bids

4.13. INSURANCE OF CONTRACT WORK

Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's All Risks Insurance Policy. Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the: Directorate of Insurance, Maharashtra State, Mumbai "Its postal address for correspondence is "264, MHADA, First Floor, Opp. Kalanagar, Bandra (E), Mumbai-400 051". (Telephone Nos. 2659 0403/ 2659 0690 and Fax Nos. 2659 2461/ 2659 0403) before commencement of the work. Similarly, all workmen appointed to complete the contract work are required to be insured under workmen's compensation Insurance Policy. Insurance Policy / Policies taken out from any other Company will not be accepted. If any Contractor has affected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the 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 Fund, Mumbai, Maharashtra State. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

4.14. BID REJECTION CRITERIA:

The bidders are informed about the bid rejection criteria stated as below

4.14.1. Following bids shall be categorically rejected;

4.14.1.1. Bids received after the tender closing date and time.

4.14.1.2. Bids received without EMD as specified in the tender

4.14.1.3. Bids received without EMD as specified in the tender

4.14.1.4. Following bid rejection criteria may render the bids liable for rejection with the approval of MD, MFDC.

4.14.1.5. Incomplete / misleading / ambiguous/ conditional bids in the considered opinion of MFDC.

4.14.1.6. Bidders not agreeing to furnish required Security Deposit till completion of the contract.

4.14.1.7. Validity Period indicated by the bidder is shorter than as specified in the tender document.

4.14.1.8. Bidders not agreeing to furnish Performance Bank Guarantee till the completion of the contract.

4.14.1.9. Bids not meeting the qualification parameters stipulated in the tender document.

4.14.1.10. Bidders not furnishing additional security deposit in the correct form and amount.

4.14.1.11. Bidders have delayed the ongoing or completed works in MFDCL or any other agency.

4.14.1.12. Records of poor performance such as abandoning the works, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy.

4.14.1.13. The rescinding of contract of a joint venture on account of reasons other than non-performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up to a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

4.14.1.14. Managing Director, MFDCL Any bid or all bids can be rejected without giving any reason rights are reserved with MD, MFDCL

- **One Bid per Bidder**

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

- **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

- **Site Visit**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surrounding and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Bidder's own expense.

FORM NO. 1

STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING CONSTRUCTION WORKS DURING LAST FIVE YEARS

NAME OF TENDERER: -

Sr. No	Name of Work	Amount put to tender / tendered cost.	Agreement No.	Date of Commencement	Amount of work done during each of last Five years.					Amount of work still remaining to be executed. 20 -20	Remarks
					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025		
1	2	3	4	5	6	7	8	9	10	11	12

Note: This is only a standard form; details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1

FORM NO. 2

DETAILS OF WORK – SIMILAR TYPE OF WORK CARRIED OUT BY TENDERER DURING LAST FIVE YEARS

Name of the Tenderer: -

Sr. No	Name of Work	Name and Address of the organization for whom the work was done	Place and Country	Agreement No.	Date of Commencement	Tendered Cost in lakhs	Total Cost of work done in lakhs	Date of completion	Principle Features in brief.
1	2	3	4	5	6	7	8	9	10

Note: This is only a standard form; details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1

FORM NO. 3
(TO BE INCLUDED IN TECHNICAL BID)

LIST OF MACHINERY & PLANTS PROPOSED TO BE USED FOR CARRYING OUT WORK

Name of Tenderer: -

Sr. No.	Type of Machinery	No. of Units	Name of work on which deployed	Location	Output / Capacity	Remarks
1	2	3	4	5	6	7

Note: This is only a standard form, details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1

FORM NO. 4

DETAILS OF LIST OF WORKS IN HAND AND WORKS TENDERED FOR AS ON.....

NAME OF THE TENDERER: .....

(I) WORKS IN HAND

Sr.No.	Name of Work	Agreement No.	Tendered Amount Rs. in Lakhs	Date of commencement	Stipulated date of Completion	Value of work already done Rs. in Lakhs	Value of balance work	Probable Date of completion	Remarks
1	2	3	4	5	6	7	8	9	10

(II) WORKS TENDERED FOR

Sr.No.	Name of Work	Name and Address of client	Tendered Amount Rs. in Lakhs	Time Limit	Probable Date when decision is expected	Other relevant details if any.
1	2	3	4	5	6	7

Note: This is only a standard form, details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1

FORM NO. 5

STATEMENT SHOWING TECHNICAL PERSONNEL AVAILABLE WITH THE TENDERERS WHICH CAN BE DEPLOYED EXCLUSIVELY FOR THIS WORK

NAME OF THE TENDERER: .....

Sr. No.	Designation	Name of Person	Qualifications	Professional Experience of Work Carried Out	Remarks
1	2	3	4	5	6

Note: This is only a standard form; details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1

FORM NO. 6

STATEMENT SHOWING ABSTRACT OF WORK DONE IN CIVIL ENGINEERING CONSTRUCTION WORKS WITH VARIOUS ORGANISATIONS DURING LAST FIVE YEARS

NAME OF TENDERER:

Sr. No	Name of Division	Total Amount Put to tender/ tenderedcost	Total No. of Agreements	Amount of work done during each of last five years					Total Amount of work still remaining to be executed Rs. in Lakhs	Remarks
				2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025		
1	2	3	4	5	6	7	8	9	10	11

Note: This is only a standard form, details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1

FORM NO. 7

DETAILS OF SIMILAR ITEMS OF WORK CARRIED OUT IN ANY ONE YEAR BY TENDERER

Name of the Tenderer: - .....

Sr.No	Name of the work	Amount put totender / tendered cost Rs. In Lakhs	AgreementNo.	Date of Commencement	Quantities of work in any one year	Year of Execution
1	2	3	4	5	6	7

Note: This is only a standard form, details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1

5. AGREEMENT FORM B-1 PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

DEPARTMENT : MAHARSHTRA FISHERIES DEVELOPMENT CORPORATION LIMITED

REGION : MUMBAI

NAME OF WORK : CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

General Rules and Directions for the Guidance of Contractors:

5.1. All works proposed to be executed by contract shall be notified in a form of invitation to tender posted on the website by The Managing Director, Maharashtra Fisheries Development Corporation Limited. This formwill 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 depositedwith the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer or his authorized representative for the purpose of identification and shall also be open for inspection by contractors at the office of The Managing Director during office hours.

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

5.2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, & 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.

5.2.1. The contractor shall pay along with the tender the sum of Rs**. 1,16,000/-** as and by way of earnest money. The contractor may pay the said amount in the form of online through payment gateway. The said amount of earnest money shall not carry any interest what so ever. (P.W. & H. Dept. Corrigendum No. CAT-1075/16967-D-3DT.14/5/76)

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

5.2.3. 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 amount of security deposit, without prejudice to any other rights and powers of the Government hereunder or in law, the Maharashtra Fisheries Development Corporation Limited shall be entitled to forfeit the full amount of theearnest money deposited by him.

5.2.4. In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause 5.2.3 above, be refunded to him on his producing receipt therefore (B. & C. Dep't. Resolution No. CAT-1272/44277-Q DT. 3/3/1973.)

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

5.4. All the work shall be measured by standard measure and according to the Rules and customs ofthe Public Works Department and their rates shall be without reference to any local custom.

5.5. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item inthis contract.

5.6. All corrections and additions or pasted slips should be initialed.

5.7. The measurements of work will be taken according to the usual methods in use in the Public Works Department as per mode of measurements detailed in IS:1200 and no proposal to adopt alternative methods will be accepted. The Engineer–in-charges decision as to what is the usual method in use in Public Works Department will be final.

5.8. The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remain to be executed in each case on the date of submitting the tender.

5.9. In view of the difficult position regarding the availability of foreign exchange, no foreign exchangewould be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for (GCD/PWD/CFM/1058/62517 of 26-5-1959).

5.10. The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule “A” of the agreement if any, at work site having double locking arrangement. The materials will then be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the site of works.

5.11. The contractors shall also give a list of machinery in their possession and which they propose to use on the subject work.

6. MEMORANDUM

Note: Commercial offer has to be entered online only. An online form will be available to the bidders in commercial bid (C1) during online bidding stage where bidders would quote their offer

In figures as well as inwords

I/We hereby tender for the execution, for the Maharashtra Fisheries Development Corporation Limited (here in before and hereinafter referred to as Maharashtra Fisheries Development Corporation Limited of the work specified in the underwritten memorandum within the time specified in such memorandum at _____ **(%) percent** (**Below/Above)** the estimated rates entered in Schedule "B" showing items of work to be carried out and in accordance in all respects with the specifications, additional specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work are provided by the Maharashtra Fisheries Development Corporation Limited, such materials and the rate to be paid for them shall be as provided in Schedule "A" hereto.

6.1	NAME OF WORK	**CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG**		
6.2	ESTIMATED COST	**Rs.**	**1,15,51,108/-**	
6.3	EARNEST MONEY	**Rs.**	**1,16,000/-**	
6.4	SECURITY DEPOSIT -			
	(i) Net Banking (L1 Bidders EMD will be converted in SD)	**Rs.**	**1,16,000/-**	
	(ii) To be Deposit at the time of Work Order	**Rs.**	**1,16,000/-**	
6.5	**Total**	**Rs.**	**2,32,000/-**	
6.6	Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work as measured by the cost is done	**NA**		
6.7	Time allowed for the work from the date of written order to commence	**12 (Twelve)** Months monsoon)		Calendar (including

6.8 I/ We agree that this offer shall remain valid for acceptance for a minimum period of **60 Days** from the date fixed for submission of the bids 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 A.D. or otherwise delivered at the office of such authority. Online payment in respect of the sum of **Rs. 1,16,000/-** representing the earnest money is herewith remitted. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the

Maharashtra Fisheries Development Corporation Limited, should I/We fail to (1) abide by the stipulation to keep the offer valid 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 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.

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

Contractor	:			Signature of Contractor
Address	:			
Dated	:	The	Day of	2025
(Witness)	: $			$ Signature of Witness to Contractor's Signature
Address	:			
(Occupation)	:			

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

Dated day of 2025

*The Managing Director

Signature of the Officer by whom accepted.

AGREEMENT FORM

This agreement, made the _____ day of _____ 2025 between **The Managing Director, Maharashtra Fisheries Development Corporation Ltd., Mumbai - 20** (name and address of the Employer) [hereinafter called "the Employer"] and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the employer is desirous that the Contractor execute **CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG** (name and identification number of Contractor) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of **Rs. 1,15,51,108/-**

NOW THIS AGREEMENT WITNESSTH as follows:

(1) In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

(2) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to all aspects with the provisions of the contract.

(3) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) The following documents shall be deemed to form and be ready construed as part of this agreement viz.

i) Letter of Acceptance
ii) Notice to proceed with the works
iii) Contractor's Bid
iv) Condition of contract: General and Special
v) Contract Date
vi) Additional condition
vii) Drawings
viii) Bill of Quantities and
ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of: Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

7. GENERAL CONDITIONS OF CONTRACT

DEFINITIONS:

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold initials are used to identify defined terms

The expression "**Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Bid

The "**Completion Date"** is the date of completion of the Works as certified by the Engineer

The expression **"Contract"** used in the tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent.

The expression **"Contractor"** as used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorized to proceed with thework.

The **"Contractor's Bid"** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids

The **"Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **Months** are calendar months.

A "**Defect"** is any part of the Works not completed in accordance with the Contract.

The "**Defects Liability Period**" is the period named in the Contract Data and calculated from the Completion Date.

The **"Employer"** is the party who will employ the Contractor to carry out the, Works.

The expression **"Executive Engineer"** as used in the tender papers shall mean the Executive Engineer of Maharashtra Fisheries Development Corporation Limited under whose control the work lies for the time being.

The expression **"Engineer" or "Engineer-in-Charge"** as used in the tender papers shall mean the Executive Engineer/ project management consultant of the work.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function. The **"Site"** is the area defined as such in the Contract Data.

"Site Investigation Reports" are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

"Specification" means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

The expression **"Government"** as used in the tender documents shall means the Relevant Department of the Government of Maharashtra.

The expression **"The Managing Director"** as used anywhere in the tender papers shall mean The Managing Director Maharashtra Fisheries Development Corporation Limited.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and tum over to the Employer, as defined in the Contract Data

Clause 1: - The person/persons whose tender may be accepted thereinafter called the contractor, which expressions shall unless excluded by or repugnant to the context include his heirs. Executors, administrators, and assigns shall (A) within ten days (which may be extended by the Managing Director or his representative Concerned upto 15 days if the Managing Director thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Managing Director in cash or Government securities endorsed to the Managing Director Maharashtra Fisheries Development Corporation Limited of sum sufficient which will made up the full security deposit specified in the tender or (B) Permit Maharashtra Fisheries Development Corporation Limited at the time of making any payment to him for work done under the contract to deduct such as will amount to ***One (1)** percent of all moneys so payable such deductions to be held by Maharashtra Fisheries Development Corporation Limited 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 above

Security deposit

PWD Resolutions CAT/1087/ CR- 94 / Bldg. 2 Dt.14.6.89

then and in such case, if the sum so deposited shall not amount to * **One (1)** percent of the total estimated cost of the work, it shall be lawful for Maharashtra Fisheries Development Corporation Limited at the time of making any payment to the contractor for work done under the contract to make up the full amount of ***One (1)** percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Maharashtra Fisheries Development Corporation Limited under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Maharashtra Fisheries Development Corporation Limited to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or DD 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.

The security deposit will not be accepted in forms of insurance company bonds as per Government orders contained in No. CCM/PWD/4250 DATED 27/12/1956. If the amount of security deposit to be paid in lump sum

within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over, only **50%** amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the Maharashtra Fisheries Development Corporation Limited shall be released after expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, thesubject to provision of clause 17 and 20 hereof the amount of security Deposit retained by Government shall be adjusted towards the excess cost incurred by the department on rectification work.

Clause- 2: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to contractor. The work shall through 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 half per cent or of the amount of the estimated cost of the whole work as shown by the tender for every week or part thereof that the work remains uncommented, or unfinished after the proper dates. And further toensure good progress during execution of the work, the contractorshall be bound in all cases in which the time allowed for any work exceeds one month to complete.

Penalty Clause

The contractor is Supposed to carry out the work and keep the progress. The contractor should complete the work as per phase period given below which is arrived from bar chart.

1/4 of the work in - 1/4 th of the time.

1/2 of the work in - half of the time.

3/4 of the work in - 3/4 th of the time.

100% of the work in - within the stipulated time limit.

Full work shall be completed in 12 (Twelve) months. (Including monsoon)

In the event of contractor failing to comply within this condition he shall be liable to pay as compensation an amount equal to half per cent of the said estimated cost of the whole work for every Week or part thereof that due quantity of work remains incomplete: Provided always that the total amount of compensation to be paidunder the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

Clause 3 :- In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment ofthe work owing to serious illness or death of the contractor or any other cause, the Executive Engineer, on behalf of the Maharashtra Fisheries Development Corporation Limited, shall have power to adopt any of the following courses as he may deem best suited to the interest of Government.

Action when whole of security deposit is forfeited

(A) To rescind the contract (for which rescission notice in writing to the contractor under the hand of Executive Engineer/ or his

representative shall be conclusive evidence) and in that case the Security Deposit of the contractor shall stand forfeited and be kept 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 incurredon tools and plans and charges on additional supervisory staff including the cost of work-charged establishment employed for getting unexecuted part of the work completed and crediting him with thevalue of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

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

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him under this contract unless and until the his Engineer-in-charge shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor the amount of excess shall be deducted from any money due to the contractor byMaharashtra Fisheries Development Corporation Limited under the contract of otherwise

howsoever or from his security deposit or the sale proceeds thereof provided, however that the contractor shall have no claim against Maharashtra Fisheries Development Corporation Limited even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer or Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advance on account of, or with a view of the execution of the work or the performance of the contract.

Action when the Progress ofany Particular portion of the work is unsatisfactory

Clause 4: - If the progress of any particular portion of the work is unsatisfactory, the Executive Engineer or Engineer-in-charge shall notwithstanding that the general progress of the work in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

Clause 5:- In any case in which any of the powers conferred upon the Executive Engineer or Engineer-in-charge by clauses 3 and 4 hereof shall have become exercisable and the same shall not have beenexercised, the non-exercise thereof shall not constitute a waiving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer or Engineer-in- charge taking action under sub-clause (a) or (c) of clause 3 he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Executive Engineer or Engineer-in-charge whose certificate thereof shall be final. In this alternative, Executive Engineer or Engineer-in-charge, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be

specified in such notice: and in the event of the contractor failing to comply with any such requisition, the Executive Engineer or Engineer- in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer or Engineer- in-charge as to the expense of any such removal and the amount of the proceeds and expense of any such ale shall be final and conclusive against the contractor.

Clause 6:- If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidablyhindered in its execution or on any other grounds, he shall apply in writing to the Executive Engineer or Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer or Engineer-in-charge as the case may be ifin his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper, the decision of the Executive Engineer or Engineer-in-charge in this matter shall be final. Extension of time

Clause 7 :- On the completion of the work the contractor shall be furnished with a certificate by the Executive (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall begiven nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all woodwork, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may atthe expense 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 Final certificate

the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaidexcept for any sum actually realized by the sale thereof.

Payment on intermediate certificate to be regarded as advances.

Clause 8: - No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a completion certificate given. But in the case of works estimated to cost more than rupees one thousand, thecontractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge fromrequiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powersof the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charges certificate of measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer-in-charge

Clause 9: - The rates for several items of works estimated to cost more than Rs. 1,000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed by the Engineer-in- Charge he 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.

Bills to be submitted monthly

Clause 10:- A bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge 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 adjusted, if possible, within ten days from the presentation of the bill.

If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

Bills to be on printed forms.

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

Stores supplied by Government

Clause 12 (A): - All stores of control materials such as cement, steel, etc. to be supplied by the Maharashtra Fisheries Development Corporation Limited to the contractor should be kept by the contractor under lock and key and will be accessible for inspection by the Executive Engineer at all times

Clause 13: - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost, further copies of the contract drawings and working drawing if required by him, shall be supplied at the rate of **Rs. 500/-** per set of contracts drawing and **Rs. 300/-** per working drawing except where otherwise specified.

Works to be executed in accordance with specifications drawings orders etc.

Clause 14:- The Engineer-in-charge 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 necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carriedout by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rates is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of Rates of the Division prevailing at the time when the extra items crop up or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall, within

Alterations in specification and designs not to invalidate contracts

Rates for works not entered in estimate or schedule of rate of the contract.

Extension of time in consequence of additions or alterations.

seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge doesnot agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to bepaid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in- charge. In the event of dispute, the decision of the Managing Director of the Maharashtra Fisheries Development Corporation Limited will be final. Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs drawing and specifications appended to the tender.

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

Clause 15: -

(1) If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever (other than default on the part of the contractor for which the Government is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or thatthe whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor.

No claim to any payment or compensation for alteration in or restriction of work. CAT- 1268/ 593/ Dt.14/ 3/ 74

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, therefore 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 or 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice, the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of suchnotice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 75 Days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.

3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 75 days in the aggregate the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having 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 Executive Engineer in this regard shall be final and conclusive against the contractor.

4) In the event of any total therefore of work on notice from the Engineer under sub-clause (1) in that behalf, 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.

OR

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

It shall be open to the contractor, within 75 Days from the service of (i)the notice of stoppage of work or (ii) the notice of withdrawal from thecontractor obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided, however, that such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

No Claim to compensation on account of loss due to delayin supply of Material by Government.

Clause 15(A): - The contractor shall not be entitled to claim any compensation from Maharashtra Fisheries Development Corporation Limited for the loss suffered by him on account of delay by Maharashtra Fisheries Development Corporation Limited in the supply of materials entered in schedule A where such delay is caused by -

Difficulties relating to the supply of railway wagons.

Force Majeure.

Act of God.

Act of enemies of the State or any other reasonable cause beyond thecontrol of Maharashtra Fisheries Development Corporation Limited.

In the case of such delay in the supply of materials, Maharashtra Fisheries Development Corporation Limited shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

Time limit for unforeseen claims

Clause 16: - Under no circumstances whatever shall the contractor be entitled to any compensation from Maharashtra Fisheries Development Corporation Limited on any account unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claimoccurring.

Action and compensation payable in case of bad work

PWD Resolution No. CAT-1087/CR-94/Bldg-2 Dated 14/6/89

Clause 17:- If at any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in- charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for , or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have beeninadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove, and replace the materials or articles complained ofas the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as prescribed above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix Therefore.

Work to be open to inspection

Contractor or responsible agent to be present

Clause 18:- All works under or in course of execution or execution in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer- in-charge and his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a 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 :-The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given beforework is covered up

Clause 20 :- If during the period of **60 months** from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or **60 months** after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his own cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer.

Contractor liable for damage done and for imperfections

PWD Resolution No. CAT-1087/ CR-94 / Bldg-2 dt. 14/6/89.

In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed Therefore in the said notice and / or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed 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 Maharashtra Fisheries Development Corporation Limited the amount of such cost, charges and expenses sustained or incurred by the Maharashtra Fisheries Development Corporation Limited of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and may be recovered from the contractor

as arrears of land revenue. The Maharashtra Fisheries Development Corporation Limited shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Maharashtra Fisheries Development Corporation Limited 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

Contractor to supply plant, ladder scaffolding etc.

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

Clause 21: - The contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, to be supplied from the Departmental stores) plant, tool, appliances, implements. Ladders, scaffolding and temporary works requisite or proper for the proper execution of the work whether in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these condition or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and from time to time of the work or the materials, necessary for the purpose of setting out any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Clause 21 (A): -The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations 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 responsibleperson
   ii) As far as possible by competent workers possessingadequate experience in this kind of work.

c) All scaffolds and appliances connected therewith and allladders shall:
   i) Be of sound material
   ii) Be of adequate strength having regard to the loads andstrains 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 scaffolds.

g) Scaffolds shall be periodically inspected by a competent person.

h) Before allowing a scaffold to be used by his workmen the contractor shall, take steps to ensure that it complies fully with the regulations herein specified.
   1. Working platform, gangway, stairways shall- be so constructed that no part thereof can sag unduly or unequally
   2. Be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping.
   3. or slipping, and

i) Be kept free from any unnecessary obstruction in the case of working platform, gangways, working places and stair ways at a height exceeding 3.0 meters to be specified.

j) Every working platform and gangway shall have adequate width; and every working platform, gangway, working place and stairway shall be suitably fenced.

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

l) When persons are employed on a roof where there is a danger of falling from a height exceeding 3.0 meters, suitableprecautions 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 platform and other working places. The contractor (s) will have to make payments to laborers as per minimum wages Act 1948.

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 shackle including their attachments anchorage's and supports shall be of good mechanical construction, sound material and adequate strength and free from patent defect. Be kept in good repair and in good working order

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

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

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

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

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

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

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

i) In 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 (h) above shall be loaded beyond the safe working load except for the purpose to testing.

k) Motors, gearing, transmissions, electric wiring and other dangerous parts 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 descent of the load.

Adequate precaution shall be taken to reduce to a minimum the risk of any part of suspended load becoming accidentally displaced.

Clause 22: - The contractor shall not set fire to any standing jungle, trees, brushwood or grasses without a written permission from the Executive Engineer. When such permission is given, and also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire, the 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.

Measure for prevention of fire

Clause 23 :- Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of the Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the **Managing Director** on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damage in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to contractor under this contract or otherwise.

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

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

Clause 24: - The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the laborers from the nearest Employment Exchange.

Employment of female labour.

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

Work on Sunday

Clause 26: - The contract shall not be assigned or sublet without the written approval of the Engineer- in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to get himself adjudicated and insolventor make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agent to any public officer or person in the employ of Maharashtra Fisheries Development Corporation Limited in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall notbe entitled to recover or be paid for any work there of actually performed under the contract.

Work not to be sublet Contract may be rescinded and security deposit forfeited for subletting it withoutapproval or for bribing a public officer or it contractor becomes insolvent.

Clause 27: - All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Maharashtra Fisheries Development Corporation Limited without reference to the actual loss or damages sustained, and whether any damage has or has not been sustained.

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

Clause 28: - In the case of tender by partners, any change in the constitution of firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29: - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer of the Maharashtra Fisheries Development Corporation Limited, 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.

Direction and control of the Maharashtra Fisheries Development Corporation Limited.

Direction and control of the Maharashtra Fisheries Development Corporation Limited

Clause 30 (1):- Except where otherwise specified in the contract and subject to the powers delegated to him by Maharashtra Fisheries Development Corporation Limited under the Code-Rules then in force, the decision of the Executive Engineer of Maharashtra Fisheries Development Corporation Limited for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or things whatsoever,, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, order or other conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Clause 30 (2): - The contractor may, within thirty days of receipt by him of any order passed by the Executive Engineer of the Maharashtra Fisheries Development Corporation Limited as aforesaid, appeal against it to The Managing Director of Maharashtra Fisheries Development Corporation Limited with the contract work orproject 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 lakhs (Rupees One Lakhs)

Clause 30 (3) :- if the contractor is not satisfied with the order passed by the Managing Director as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to Commissioner of Fisheries Maharashtra, who if convinced that prima-facie the contractor's claim rejected by Executive Engineer / Managing Director Maharashtra Fisheries Development Corporation Limited is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by Commissioner of Fisheries Maharashtra, shall final.

Stores of European of American manufacture to be obtained from theGovernment.

Clause 31: - The contractor shall obtain from Departmental stores all stores and articles of European or American manufacture which maybe required for the work, or any part thereof or in making up anyarticles required thereof or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the

rates shown in theschedule in form "A" attached to the contract and if they are not enteredin the said schedule, they shall be debited to him at cost price whichfor the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 32:- When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the partof the work in question at the same rates as are payable under this contract for each items, or if the part of the work in question is not inthe opinion of the Engineer-in-charge capable of measurement, the Engineer-in charge may at his discretion pay the lump-sum amount entered in the estimate and the certificate in writing of the Engineer-in- charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause

Lump-sum in estimates

Clause 33:-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 the Maharashtra Fisheries Development Corporation Limited specifications, and the event of there being no Maharashtra Fisheries Development Corporation Limited specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.

Actions where no specifications.

Clause 34: - The expression "work" or "works" where used in these conditions shall unless there is 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.

Definition of work

Clause 35: - The percentage referred to in the tender shall be deducted from/ added to the gross amount of the bill before deducting the value of any stock issued.

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

Clause 36: - All quarry fees, royalties, Octroi/LBT dues and ground rent for stacking materials, if any, shall be paid by the contractor.

Quarry fees and royalties

Clause 37: -The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's Compensation Act, 1923(VIII of 1923,) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/paid by Maharashtra Fisheries Development Corporation Limited as principal under sub-section (1) of section 12 of the said Act. On behalf of the contractor, it shall be recoverable by Maharashtra Fisheries Development Corporation Limited from the contractor under sub-section (2) of the said section such compensation shall be recovered in manner laid down in clause 1 above.

Compensation under workman's compensation Act.

Clause 37(A): - The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If Maharashtra Fisheries Development Corporation Limited incurs such expenses the same shall be recoverable form the contractor forthwith and be deducted without prejudice to any other remedy of Maharashtra Fisheries Development Corporation Limited from any amount due or that may become due to the contractor.

Clause 37(B): -The contractor shall provide all necessary personal safety equipment's and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

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

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

Adequate provision 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 Apprentice Act 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. (Govt. circular No.CAT6076/3336/ (400) Bldg-2/Dt. 16-8-1985)

Clause 38: -

Claim for quantities entered in the tender or estimates.

1) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantity of the item does not exceed the

tender quantity by more than 25 percent and solong 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/-

3) The contractor shall if ordered in writing by the Engineer to do so, also carry out any quantities in excess of the limit mentioned above in clause (I) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in theabsence of such rates (ii) at the rates prevailing in the market. The said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the works as put to tender based on 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 taken as Rs. 1,15,51,108/-)**

4) 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 per cent at the rate of the items specified in the tender rate is more than 1% of estimated cost.

5) This clause is not applicable to extra items.

6) There is no change in the rate if the excess is more than 25 percent of the tendered quantity. But the value of the excess work at the tendered rates does not exceed 1% of estimated cost.

7) The quantities to be paid at the tendered rates shall include: Tendered quantity plus 25% of tendered quantity or the excess quantity of the rate of 1% of estimated cost at tendered rate whichever is more.

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

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

Clause 41: - No compensation shall be allowed for any delay in 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 borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified. *Claim for compensation for delay in execution of work*

Clause 42: - The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work

Entering upon or commencing any portion of work.

Clause 43: -

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

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin ropes. The breeching must be at least 7.5 centimeters wide and should be of tape (Nawar).

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

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

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

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

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

viii) All facilities stipulated in the contract labour (Regulation & Abolition Act-1971, The Maharashtra Contract labour regulation & Abolition rule 1971) should be provided.

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

Clause 44: - Payment to contractors shall be made by Cheque or ECS, provided the amount exceeds. Rs. 10/- Amount not exceeding Rs. 10 will be paid in cash.

Method of payment

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

Acceptance of conditions compulsory before tendering for work

Clause 46:- If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or be any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed on this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor

Employment of scarcity labour

Clause 47: - The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description the controlled price or the price permissible under Hoarding and Profiteering Ordinance, 1943 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices.

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

Clause 47 (A): "The Rates of Items in schedule "B"/ (BOQ) of NIT are exclusive of Taxes, in respect of sale by transfer of property in goods involved in the execution of a Works Contract under the provision of rule 51 of the Maharashtra Goods and Services Act 2017."

Clause 48: - GST shall be payable on the accepted contract value at prevailing rates separately. Contractor shall quote his rates excluding GST.

Amount of GST @2% ie.1% C.G.S.T. + 1% S.G.S.T. will be deducted at source (TDS).

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

Clause 50: - The contractor shall employ the unskilled laborer to be employed by him on the said work only from locally available laborers and shall give preference to those persons enrolled under Maharashtra Government Employment and self-Employment Department's Scheme. Provided, however, that if the required unskilled labours are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Engineer-in-charge of the said work, obtain the rest of requirement of unskilled the labour from outside the above scheme.

Clause 51: - The Contractor shall pay laborers, skilled and unskilled according to prescribed wages by Minimum wages Act, 1948 applicable to the area in which work lies.
The contractor to take precautions against accidents which take place on account of laborer using loose garments while working on machinery.

Clause 52:- All amounts whatsoever which the contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (I) materials and / or stores supplied/ issued hereunder by the Maharashtra Fisheries Development Corporation Limited to the contractor (II) hire charges in respect of heavy plant, machinery and equipment given on hire, by the Maharashtra Fisheries Development Corporation Limited to the contractor for execution by him of the work and / or on which advances have been given by the Maharashtra Fisheries Development Corporation Limited to the contractor shall be deemed to be arrears of Land Revenue and the Maharashtra Fisheries Development Corporation Limited may without prejudice to any other rights and remediesof the Maharashtra Fisheries Development Corporation Limited recover the same from the contractor as arrears of land revenue.
(CAT-1274.40364. Desk-2/ dt. 7-12-1976)

Clause 53: - The contractor shall duly comply with all the provisions of the contract Labour (Regulation and Abolition) Act 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes andstatutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of work. In particular the contractor shall pay wages to each worker employedby 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 Maharashtra Fisheries Development Corporation Limited makes such payment of wages in full or part thereof less paid by the contractor as the case may be the amount so paid by the Maharashtra Fisheries Development Corporation Limited to such worker shall be deem to be an arrears of land revenues and the Maharashtra Fisheries Development Corporation Limited shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the payable by the Maharashtra Fisheries Development Corporation Limited to the contractor hereunder or from any other amount payable to him by theMaharashtra Fisheries Development Corporation Limited / Government.

Government Circular No. CAT-1284 / (120) / Bldg-2 dt. 14-8-85

Clause 54: - The contractor shall engage apprentice such as brick layer, carpenter, wireman, plumber as well as blacksmith recommended by the state Apprenticeship Advisor Director of Technical Education, Dhobi Talao, Mumbai: 400 001. In the construction work (as per Circular of the Government of Maharashtra, Education Department No. TSA/5170/T5689, Dt. 7-7-1972)

Clause 55: - (Govt. of Maharashtra PWD Resolution No. CAT- 1086/CR-243/K/Bldg-32/dt. 11-8-1987)

Conditions for malaria eradication anti-malaria and other health measures

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 see that mosquito genic conditions are not created so as to keep vector population to minimum level.

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

d) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Government / Maharashtra Fisheries Development Corporation Limited the amount spent by the Government on anti-malaria measures to control situation in addition to fine.

e) RELATIONS WITH PUBLIC AUTHORITIES

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

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

(Government of Maharashtra P.W.D. Resolution No. CAT-1086/ CR-243/D-Bldg.2 dated 11.9.1987)

Clause 56: - INSURANCE OF CONTRACT WORK

Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's All Risks Insurance Policy. Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the: Directorate of Insurance, Maharashtra State, Mumbai "Its postal address for correspondence is "264, MHADA, First Floor, Opp. Kalanagar, Bandra (E), Mumbai-400 051". (Telephone Nos. 2659 0403/ 2659 0690 and Fax Nos. 2659 2461/ 2659 0403). Similarly, all workmen appointed to complete the contract work are required to be insured under workmen's compensation Insurance Policy, Insurance Policy / Policies taken out from any other Company will not be accepted. If any Contractor has affected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the 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 Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

Clause: - 57 WORKERS WELFARE CESS ACT 1996: As per building and other construction workers (Regulation of employment and condition of service) Act 1996 and The Building and others construction Worker Welfare cess Act 1996 and Government of Maharashtra GR No. BCA 2009/C.No. 108/Labour7 Adt. 17/06/2010 cess of 1% on the cost of work shall be recovered from bills payable to the contractor.

शासन उद्योग ऊर्जा व कामगार विभागपत्र क्रमांक बीसीए/इमारत/२००२ प्र क्रं. १०८/ कामगार- विमा ७ अ/मंत्रालय मुंबई दिनांक/७/२०१० व शासन सार्वजनिक बांधकाम विभाग मंत्रालय मुंबई जा. क्रं. संकीर्ण/ १०/०९/प्र.क्र.२७७/ इमारती-२/ दिनांक ७/८/२०१० अन्वये इमारत इतर बांधकाम कामगार कल्याण उपकार अधिनयम १९९६ मधील तरतुदीच्या अनुषंगाने १ टक्का उपकर खाजगी व शासकीय बांधकामाच्या एकूण मुल्यानुसार (जमनीचे मुल्य वगळून) तसेच संबिधत आस्थापनेने कामगारांना किंवा त्यांच्या नातलगांना कामगारांसाठी नुकसान भरपाई अधिनयम १९२३ मधील तरतूदीनुसार कोणत्याही प्रकारची भरपाई दिलेली असेल ती रक्कम वगळून उर्वरीत बांधकाम मुल्यांवर एक टक्का उपकर वसूल करण्यात येईल व कामगार कल्याण विभाग यांचेकडे जमा कामाचा करण्यात येईल.

कंत्राटदाराने कंत्राटी कामाचा व त्या कामावर नियुक्त करण्यात येणाऱ्या कामगारांचा विमाशासकीय विमानिधकडे उतरिवला नसलेस व अपरिहार्य परिस्थितीत कंत्राटदारास त्याचे देयक अदा करणे आवश्यक असलेस कंत्राटी मुल्यांचा १% रक्कम एकरकमी त्यांच्या पहिल्या देयकातून कपात करुन घेऊन धनादेशाव्दारे विमा संचालक महाराष्ट्र राज्य मुंबई यंचेकडे भरणा करणेत येईल.

Clause: - 58 PROPERTY

58.1 All materials on the site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

Clause: -59 TERMINATION

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following

(a) The contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer.

(b) The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.

(c) The Employer or contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;

(e) The Engineer gives Notice that failure to correct particular Defect is a fundamental breach of Contract and the Contractor fail to correct it within a reasonable period of time determined by the Engineer

(f) The Contractor does not maintain a security, which is required.

(g) The Contractor has delayed the completion of works by the number of Days for which the maximum amount of liquidated damages can be paid as defined in the Contract Data; and

(h) If the Contractor in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract executing. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition”.

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other Than those listed under Sub-Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

Clause: - 6 0 Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall

not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2 If the contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a Certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's Costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

ADDITIONAL CLAUSES

- **CONTRACTOR'S RISKS**

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

- **INSURANCE**

i) The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Contract Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
   (a) loss of or damage to the Works, Plant and Materials;
   (b) loss of or damage to Equipment:
   (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
   (d) personal injury or death.

ii) Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

iii) If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

iv) Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

v) Both parties shall comply with any conditions of the insurance policies.

- **SITE INVESTIGATION REPORTS**

The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

- **QUERIES ABOUT THE CONTRACT DATA**

  The Engineer will clarify queries on the Contract Data.

- **CONTRACTOR TO CONSTRUCT THE WORKS**

  The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

- **THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE**

  The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

- **APPROVAL BY THE ENGINEER**

  (a) The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

  (b) The Contractor shall be responsible for design of Temporary Works.

  (c) The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

  (d) The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

  (e) All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

- **SAFETY**

  The Contractor shall be responsible for the safety of all activities on the Site.

- **DISCOVERIES**

  Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

- **POSSESSION OF THE SITE**

  The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

- **ACCESS TO THE SITE**

  The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

- **INSTRUCTIONS**

The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.

The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

TIME CONTROL

- **PROGRAMME**

Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

The Contractor shall submit the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

- **EXTENSION OF THE INTENDED COMPLETION DATE**

The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review Expert under Clause.

- **DELAYS ORDERED BY THE ENGINEER**

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

- **MANAGEMENT MEETINGS**

Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- **EARLY WARNING**

The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

- **IDENTIFYING DEFECTS**

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

- **TESTS**

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

- **CORRECTION OF DEFECTS**

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

- **UNCORRECTED DEFECTS**

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

- **RETENTION**

The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

On Completion of the whole of the Works total amount retained is repaid to the Contractor after contract Period has passed and the Engineer has certified that all the works completed as per specification of contract document.

On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

- **COST OF REPAIRS**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

Sign of contractor No. of Correction Executive Engineer

8. SPECIAL CONDITIONS OF CONTRACT / INSTRUCTIONS TO THE TENDERERS WHILE TENDERING FOR THE WORKS

8.1. Person tendering for the work covered by the Schedule will be required to complete the workwithin the periods specified below:

Tender Details

Name of work	To start	To complete
CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG	From the date of issue of work order	12 (Twelve) Calendar months including monsoon

8.2. COMPETENCY OF TENDERER

The work will be awarded only to those contractors who are considered to be substantially responsive bidders, capable of performing the class of work to be completed. Before passing thefinal award any or all bidders may have to show that he has the necessary experience, facilities, ability and financial resources to execute the work in satisfactory manner and also within the stipulated time.

8.3. PAYMENTS

The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and it further necessitated, scaffolding plant, supervision, service works, power etc. and to include all to cover the cost of night and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Maharashtra Fisheries Development Corporation Limited or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

All the rates quoted by the tenderer shall include all the taxes including Service tax and other government levied cess etc.

8.4. ERASURE

Persons tendering are informed that no erasure or any alterations by them in the text of the document set herewith will be allowed and any such erasure or an alteration will be disregarded. If there is any error in writing, no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialed and dated.

8.5. ACCEPTANCE

Intimation of acceptance of tender will be given by an email or a letter sent by Registered Post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfill any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.

8.6. PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT:

8.6.1. No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 3m. above ground if not more.

8.6.2. The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available, a substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up of several pieces jointed and tapped be used.

8.6.3. The blasting shed from where the explosive is to finally operated should be at least 150 Meters away from the area to be blasted. It should have a strong root which can with stand the impact offlying stones at this range.

8.6.4. Only trained hands should be allowed to handle explosives, cable detonators etc.

8.7. CONTRACTOR TO INFORM HIMSELF FULLY:

The contractors shall be deemed to have carefully examined the work and site conditionsincluding labour, the general and special conditions, the specifications, schedules and drawing shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information to the best of the knowledge of Department but without any guarantee about it.

If he shall have any doubt as to the meaning of any portion of these general conditions or the special condition, to the scope of working of the specifications and drawings or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit these to the Engineer in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decidedin accordance with tender conditions in the absence of such authentic pre-clarification.

8.8. WORKING METHODS AND PROGRESS SCHEDULES

8.8.1. The Contractor shall submit within the time stipulated by the Engineer- in- charge in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by Engineer at each of the location, supported by necessary detailed drawings and sketches including those of the plant and machinery that would be used, their locations, arrangement for conveying and handling materials etc. And obtain prior approval of the Engineer-in charge well in advance of starting of execution of such item of work. The Engineer- in-charge reserves the right to suggest modifications or make correction in the method proposed by the contractor whether accepted previously or not at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on the contractor. No claim on account of such change in method of execution will be entertained by Maharashtra Fisheries Development Corporation Limited so long as specifications of the item remain unaltered.

8.8.2. **PROGRESS SCHEDULE**: The Contractor shall furnish within the period stipulated in writing by the Engineer-in-charge of the order to start the work, progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating and setting up materials, plants and machinery.

8.8.3. The contractor shall employ sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Maharashtra Fisheries Development Corporation Limited supervision shall be such as may be approved of the Engineer-in-charge before commencement of the work. These shall not be varied without the prior approval of the Engineer-in-charge. Night work requiring supervision shall not be permitted except when specifically allowed by Engineer-in-charge on each item, if requested by contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Engineer-in-charge without extra cost to Maharashtra Fisheries Development Corporation Limited.

8.8.4. **CONSTRUCTION EQUIPMENT AND LOCATION**: The contractor shall be required to give a trial run of the equipment's for establishing, their capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipment provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personal will be removed from site without permission of the Engineer.

8.9. TREASURE TROVE

In the event of discovery by the contractor or his employees, during the progress of the works of any treasure, fossils, minerals or any other articles of value of interest, the contractor shall give immediate intimation thereof to the Engineer such treasure or things which shall be the property of the Government.

8.10. QUARRIES

8.10.1. The contractor (s) shall have to arrange himself / themselves to procure the quarry. However necessary assistance without any extra cost to Government will be rendered by the Department for procuring the quarries if required by the contractor.

8.10.2. The quarrying operation shall be carried out by the Contractor with proper equipment such as compressor, jack-hammers, drill bits, explosives etc. and sufficient numbers of workmen shall beemployed so as to get the required out-turn.

8.10.3. The Contractor shall carry out the works in the quarries in conformity with all the rules and regulation already laid down or that may be laid down from time to time by the Government. Any cost incurred by the Government due to noncompliance of any rule or regulations or due to damages by the Contractor shall be the responsibility of the contractor. The Engineer-in-charge or his representative shall be given full facility by the Contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any time be allowed to inspect the work, storage building and equipment at the quarters.

8.10.4. The Contractor shall maintain at his own cost the books, registers etc. required to be maintained under the relevant rules and regulations and as directed by the Engineer-in-charge. These books shall be open for inspection at all times by the Engineer-in-charge or his representative and the contractor shall furnish the

copies or extract of books or registers as and when required.

8.10.5. All quarrying operations shall be carried out by the Contractor in organized and expeditious manner, systematically and with proper planning. The Contractor shall engage licensed blasters and adopt electric blasting and / or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The Contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief inspector of Explosives and the Rules and Regulation in this connection as laid down by the Chief inspector of Explosives from time to time shall be strictly adhered to by the contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of materials from the concerned authorities. The Contractor must therefore, take timely advance action for procuring all such licenses so that the work progress may not be hampered.

8.10.6. The approaches to the quarrying place from the existing public roads shall have to be arranged by the Contractor at his own cost and the approaches shall be maintained by the Contractor at his own cost till the work is over.

8.10.7. The quarrying operations shall be carried out by the Contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Engineer-in-charge, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site ofwork. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at Contractor's cost.

8.10.8. Since all stones quarried from Government quarry (if made available) by the Contractor including the excavated over burden are the property of the Government, no stones or earth shall be supplied by Contractor to any other agencies or works and are not allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Government and shall be handed over by the Contractor to the Government free of cost at the quarry site duly heaped at the spots indicated by the Engineer-in- charge. The contractor will not be entitled for the refund of royalty as per revenue and forest department.

8.10.9. Quarrying permission will have to be directly obtained by the Contractor from the Collector of the District concerned for which purpose the Department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking material etc. if any to be paid, shall be paid directly by the contractor as per rules in force.

8.10.10. The Contractor will be permitted to erect structure such as stores, office, huts for the labours at his own risk and cost at the quarry site, if suitable vacant space in Government area is available for the purpose, his own structures for stores, offices etc. at places approved by the Engineer-in- charge. On completion of the work the contractor shall remove all the structures erected by him and restore the site to its original condition

8.10.11. The Contractor shall not use any land in the quarry for cultivation or for any other purpose except that required for breaking or stacking transporting stones.

8.11. PROJECT ENGINEER AND WORK ORDER BOOKS:

The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understand the specifications and contract condition. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matter in case the Engineer-in-charge considers essential for the work and so directs contractors. He will take orders as will be given by the Engineer-in-charge or his representative and shall be responsible for carrying them out.

This agent shall not be changed without prior intimation to the Engineer-in-charge and his representative on the work site. The Engineer-in-charge has the unquestionable right to ask for change in the quality and strength of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer -in-charge.

A work order book shall be maintained on site and it shall be the property of the Maharashtra Fisheries Development Corporation Limited and the contractor shall promptly sign orders given therein by the Engineer-in- charge or his superior officers and comply with them.

The compliance shall be reported by the contractor to the Engineer-in-charge in good time so that it can be checked. The contractor will be allowed to copy out instructions there in from time to time.

8.12. INITIAL MEASUREMENTS FOR RECORD

Where, for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the authorized field book or measurement book of Maharashtra Fisheries Development Corporation Limited by the Engineer or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer-in-charge as to the basis of taking measurements. Like-wise the contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the Executive Engineer. The record of such measurements on the Maharashtra Fisheries Development Corporation Limited side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

8.13. HANDING OVER OF WORK

All the works and materials before being finally taken over by Maharashtra Fisheries Development Corporation Limited, it will be the entire liability of the contractor to guard, maintain and make good any damages of any magnitude; Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the Executive Engineer or his authorized representative will be always in writing copies of which will go to the Executive Engineer or his authorized representative and the contractor. It is, however, understood that before taking over such work, Maharashtra Fisheries Development Corporation Limited will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

8.14. ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC

The Engineer on a written request by contractor will, if in his opinion the request is reasonable and in the interest of work and its progress, assist the contractor in securing the priorities for deliveries, transport, permits for controlled materials etc. where such are needed. The Department will not however be responsible for the non-availability of such facilities or delays on this behalf and no claims on account of such failure or delays shall be allowed by the Department.

The contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non-supply of machinery shall not form a ground for any claim or extension of time for this work.

8.15. SAMPLES AND TESTING OF MATERIALS

8.15.1. All materials to be used on work, such as trap stone shall be got approved in advance from theEngineer-in-charge and shall pass the tests and analysis required by him, which will be:

8.15.1.1. As specified in the specifications of the items concerned and/or

8.15.1.2. Book of Standard Specifications (Red book).

8.15.1.3. As specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or I.S.I. Specifications (whichever and wherever applicable).

8.15.1.4. As per Ministry of transport specifications for Road and Bridges **IVth** revision Section 900 quality control for road work".

8.15.1.5. Such recognized specifications acceptable to the Engineer-in-charge as equivalent there to or in the absence of such authorized specifications.

8.15.1.6. Such requirements test and /or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.

8.15.2. The contractor shall at his risk and cost make all arrangement and /or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for test or analysis at such time and to such place as may be directed by Engineer and bear all such charges, such samples shall also be deposited with Engineer-in-charge.

8.15.3. The contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge.

8.15.4. The Contractors shall at his own cost, set up Field Laboratory, get it checked and certified by the Executive Engineer, with all necessary equipment's as given below, for testing of all materials, finished products used in the construction as per requirements of relevant specifications. The necessary testing equipment shall be calibrated under the supervision of Superintending Engineer, Vigilance & Quality Control Circle, Pune or authorized Government or Private Agency.

8.15.5. 70% tests shall have to be carried out in his field laboratory and 30% in Quality Control Laboratory. In respect of other construction material which is not mentioned in the following table, 50% tests shall be carried out in the Contractors field laboratory and 50% tests in the nearest quality control laboratory of the Department. In case where there is no field laboratory, 100% tests shall be carried out in the nearest Quality Control Laboratory of the Department.

8.15.6. The tests which cannot be carried out both in field laboratory and Vigilance & Quality Control Circle's laboratories, shall be carried out 100% in the laboratories of Government Engineering College / Government Polytechnic at the entire cost of Contractor. in case of materials supplied by the Government, if the Contractor demands certain testing, the charges thereof shall be paid by the Contractor if the testing results are satisfactory and by the Department if the same are not satisfactory.

LIST OF APPARTUS REQUIRED FOR WORK

Sr.	Name of Apparatus	No. (min)
1.	30 m and 50 m chain/ tape	2 No.
2.	Automatic leveling instrument / Total station with all accessories like 5.00-meter staff	1 Number
3.	Vernier Calipers	1 No.
4.	Cube molds for concrete/ Cube molds for cement mortar	6 Sets
5.	Silt jar for sand silt testing.	2 Sets
6.	Oven- Electrically operated, thermostatically controlled, range up to 200^0C sensitivity 1^0C.	1 No.
7.	Platform balance 20 kg capacity	1 No.
8.	Balance 20 kg capacity - self indicating type	1 No.
9.	Electronic Balance 5 kg capacity, accuracy 0.5 gm	1 No.
10.	Compression and Flexural strength testing machine, 200-ton capacity with additional dial for flexural testing.	1 No.
11.	Desktop Personal Computer with minimum Intel i5 processor, 4 GB Ram etc. complete and laser printer on site.	2 No.
12.	Set of IS sieves with lid and pan: 450 mm diameter, 200 mm diameter	2 Nos.
	63 mm, 53 mm, 37.50 mm, 26.50 mm, 13.20 mm,	1 No.
	9.50 mm, 6.70 mm, and 4.75 mm size	1 No.
	2.36 mm, 2.0 mm, 1.18 mm, 600-micron, 425 microns,	1 No.
	300-micron, 150 micron, and 75 microns	2 Nos.

8.16. QUALITY CONTROL ON WORKS AND MATERIALS

The contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same. The laboratory shall be equipped with the equipment's and apparatus required for the testing. The list of various equipment's / apparatus is enclosed at Page 95 for information and guidance of the contractor. These equipment's shall be in working condition. The engineer in charge of the work will verify these equipment's in the laboratory at site. The work shall not be started unless and until the laboratory is equipped with equipment's (Ref. Page 95).

Third party quality testing has to be carried out by the contractor in the Govt. of Maharashtra approved

laboratories on his own cost. Quantity of quality control tests from third party shall be 25% of total quality control tests.

8.17. CO-ORDINATION

When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full coordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each contractor may make his independent arrangements for water, power, housing etc if they so desire. On the other hand the contractors are at liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer.

No contractor shall take or becomes a cause to be taken steps or action that may cause, disruption, discontent, or disturbance of work, labourer or arrangement etc., of the contractor in the project localities. Any action by any contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt-with accordingly.

In case of any dispute or disagreement between the contractors, the Engineer's decision regarding the coordination, co-operation and facilities to be provided by any of the contractor shall be final and binding on the contractors concerned and such a decision shall not vitiate any contract nor absolve the contractor of his obligations under the contract nor consider from the grounds for any claim or compensation.

8.18. TEMPORARY QUARTER & SITE OFFICE

The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Engineer-in-charge. General layout plan for such structures shall be got approved from the Engineer-in-charge. It will be the responsibility of the Contractor to get his layout plan of temporary structure approved from the local competent authority.

The Contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of **Executive Engineer's MFDCL representative**. The covered area exclusive of verandah should not be less than 40 Sq.m. it may have bamboo matting walls or brick walls, asbestos or corrugated iron roof, paved floor should be 45 cm. above ground level. He should provide a basket type or suitable latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

8.18.1. TRANSPORTATION:

Contractor shall provide a boat for the consultant& Employer for the entire contract period along with boat operator. The boat's fuel; maintenance etc. shall be borne by the contractor for the entire contract period.

8.19. PATENTED DEVICES, MATERIALS AND PROCESSES:

When the contractor desires to use any designed device, materials or process covered by letter of patent or copy right, the right for such use should be secured by suitable legal arrangement and agreement with patent owner and copy of their agreement shall be filed with the Engineer-in–charge if so desired by the latter.

8.20. WATER SUPPLY

Availability of adequate water for works and sources there of shall be confirmed by the contractor before submitting the tender.

The contractor shall make his own arrangements at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water upto the work site as required by him. The location of the pipe line with respect to the road shall be decided by Engineer-in-charge and shall be binding on the contractor.

The contractor is advised to provide water storage tank of adequate capacity to take care of possible shutdown of water supply system.

The contractor shall have to supply water required by the Department for its establishment at work site, for which no extra charge shall be paid by the department.

8.21. ELECTRICITY

The contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site.

Electrical supply for the Department's use at work site shall be provided by the contractor. No charges would be payable by the Department for such electric supply.

8.22. SAFETY MEASURES AND AMENITIES

8.22.1. SAFETY MEASURES: The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such job as require special protection and precautions wherever required. The following are some of the requirements listed, though not exhaustive. The contractor shall also comply with the directions issued by the engineer in this behalf from time to time and at all times.

8.22.1.1. providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces infected with oyster growth etc.

8.22.1.2. Providing protective head gear to workers, working in quarries etc. To protect them against accidental fall of materials from above.

8.22.1.3. Taking such normal precautions like providing hand rails to the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.

8.21.2. AMENITIES:

8.22.2.1. Supporting workmen with proper belts, ropes etc. When working on any masts, cranes, grabs, hoist, dredger etc.

8.22.2.2. Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.

8.22.2.3. Providing adequate number of boats (if at all required for plying in the water) to prevent overloading and over-crowding.

8.22.2.4. Providing life belts to all men working at such situations from where they may accidentally fall in water. Equipping the boats with adequate number of life belts etc.

8.22.2.5. Avoiding bare live wires etc. as would electrocute workers.

8.22.2.6. Making all platforms, staging's and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.

8.22.2.7. Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation, drowning and other injuries.

8.22.2.8. Take all necessary precautions with regard to use of divers.

8.22.2.9. Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons tocover the chest and back reaching upto knees plain goggles for the eyes to the laborer working with hot asphalt, handling vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and wellbeing of the laborers in the opinion of the Engineer.

8.22.2.10. Providing of all safety equipment's etc. to engineers and staff of PMC and MFDC.

8.23. DAMAGE BY FLOODS OR ACCIDENTS:

The contractor shall take all precautions against damage by floods or from accident etc. No compensation will be allowed to the contractor on this account or for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost any plant or materials belonging to the Government lost or damaged by floods or from any other cause while in his charge**.**

8.24. RELATION WITH PUBLIC AUTHORITIES:

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

8.25. POLICE PROTECTION:

For the Special Protection of camp of the contractor's work, the Department will help thecontractor as far as possible to arrange for such protection with the concerned authorities. The cost shall be borne by the contractor.

8.26. INDEMNITY BY WAY OF INSURANCE OF LABOURERS, PLANTS, MACHINERY, ENGINEERS ETC.

The contractor shall indemnify the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the contractorin execution of or in connection with the work of this contract and against any loss or damage to the Government in consequence to any action or suit being brought against the contractor for anything done or committed to be done the execution of this contract.

The Maharashtra Fisheries Development Corporation Limited may at its discretion and entirely at the cost of the contractor defend such suit, either jointly with the contractor or single in case the latter chooses not to defend the case.

8.27. MEDICAL & SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOURER / ENGINEER EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR:

The contractor shall provide an adequate supply of pure and wholesome water for the use of laborers on work and in camps.

The contractor shall construct trench or semi-permanent latrines for the use of the Laborers. Separate latrines shall be provided for men and women.

The contractor shall build sufficient number of huts on a suitable plot of land for use of the laborers according to the following specifications.

8.27.1. Huts with Bamboos and Grass may be constructed.

8.27.2. A good site not liable to submergence shall be selected on high ground remote from jungle butwell protected with trees shall be chosen wherever it is available. The neighborhood of tank, jungle, trees or wood should be particularly avoided. Camps should not be established close to large cutting of earthwork.

8.27.3. There should be no overcrowding. Floor space at the rate of 3 Sq. Meter per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

8.27.4. The contractor must find his own land and if he wants Government land, he should apply for it. Assessment for it, if demanded will be payable by contractor. However, the department does not bind itself for making available the required land.

8.27.4.1. The contractor shall construct a sufficient number of bathing places, washing places should also be provided for the purpose of washing clothes.

8.27.4.2. The contractor shall engage a Medical Officer with a travelling dispensary for a Camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 kms. from the camp". In case of emergency the contractor shall arrange at his cost of transport for quick medical help to his sick worker.

8.27.4.3. The contractor shall provide the necessary staff for effecting satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged.

8.27.4.4. The Assistant Director of public Health shall be consulted before opening a labor camp and his instruction on matters such as water supply, sanitary conveniences the camp site accommodation and food supply shall be followed by the contractor.

8.27.4.5. The contractor shall make arrangements for all anti-malarial measures to be provided for the laborers employed on the work. The antimalarial measures shall be provided as directed by the Assistant Director of Public Health.

8.27.4.6. The antimalaria and other health measures shall be as directed by the joint-Director (Malaria and Filaria) Health Services, Pune.

8.27.4.7. Contractor shall see that mosquito genic condition are not created so as to keep vector populations to minimum level.

8.27.4.8. Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the joint Director, (M. & F.), of Health Services Pune.

8.27.4.9. In case of default in carrying out prescribed antimalaria measures resulting in increase in Malaria

incidence, contractor shall be liable to pay to Government, the amount spent by Government on antimalaria measure to control the situation in addition to fine.

8.27.4.10. The contractor shall make sufficient arrangement for draining away the surface and sullage water as well as water coming from the bathing and washing places and shall dispose off this waste water in such way as not to cause any nuisance. He shall also keep the premise cleanby employing sufficient number of sweepers.

8.27.4.11. The contractor shall comply with all rules, regulation bye-law and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Maharashtra Fisheries Development Corporation Limited.

8.27.4.12. In addition to above all provisions of the relevant labour act pertaining to basic amenities to beprovided to the labourer shall be applicable which will be arranged by the contractor.

8.28. INSTRUCTION REGARDING EXECUTION OF WORKS HAVING VERY HIGH RATES AND VERY LOW RATES:

In case of high rates quoted by the contractor for a particular item, the payment for that item shall be made at part rate based on C.S.R. rate initially. Full rate shall be released only after entire work is satisfactorily completed.

8.29. TESTING

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required.

8.30. AUTHORITIES:

AUTHORITIES OF THE ENGINEER-IN-CHARGE:

Save insofar as it is legally or physically impossible the contractor shall complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer in Charge and shall comply with and adhere strictly to the Engineer in Charge's instructions and directions on any matter (Whether mentioned in the contract or not) pertainingto this work. The Engineer in charge shall decide all questions which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptability of fulfillment of the contract on the part of the contractor. He shall determine the amount and quantity of work performed and materials furnished and his decision shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the contractor. The Engineer-in-charge shall have the power to enforce such decisions and orders if the contractor fails to carry these out promptly. If the contractor fails to execute the work ordered by the Engineer in charge, the Engineer-in-charge may give notice to contractor specifying a reasonable period therein and on the expiry of that period proceed to execute such work as may be deemed necessary and recover the cost there of from the contractor.

8.31. LINE OUT OF WORK:

Layout of the work will be done by the contractor in consultation with the Engineer-in-charge of the

Department or his representative, some permanent marks concrete pillars should however be established to indicate the demarcation of the structure or any component thereof made to this permanent marks in measurement books and drawing singed by the contractor and the departmental officer, Responsibility regarding lineout will be joint.

8.32. INSPECTION OF WORK:

8.32.1. The contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting further progress of the work.

8.32.2. The contractor shall provide at his cost necessary ladders and such arrangements as areconsidered safe by the Engineer-in-charge for proper inspection of all parts of the work.

8.32.3. Contractor shall extend his full co-operation and make all necessary arrangement when needed for carrying out inspection of the work or any part of the work by the local representatives, M.L.A.s, M.P.s and officers and dignitaries/delegates of various Government departments, local bodies, private sectors etc. No compensation shall be paid to the contractor on this account.

8.32.4. The work shall be carried out by the Contractor without causing damage to the existing Government property and / or private property. If any such damages are caused, the contractor shall pay for restoration of the property to the original conditions, and set right any other consequent damages.

8.32.5. In the event of an occurrence of an accident involving serious injuries or death of any person, at site of the work or quarry or at any place in connection with the work the same shall be reported in writing within twenty-four hours of the occurrence to the Engineer-in-charge and Commissioner of Workmen's compensation.

8.32.6. The contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, orotherwise the same will be removed by the department at his cost or disposed off as per department procedure. In case the material is disposed off by department, the sale proceeds will be credited to the contractor's account after deducting the cost of sale incurred. However, no claim of contractor regarding the price or amount credited will be entertained afterwards.

8.32.7. All constructional plant, provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) withoutthe consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent.

8.33. COMPLETION CERTIFICATE:

8.33.1. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be completed and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work

has been completed to his satisfaction.

8.33.2. After the work is completed, the contractor shall give notice of such completion to the Engineer- in-charge and within 30 days of receipt of such a notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer- in-charge are rectifiable he shall inform the contractor the defects noticed. The contractor after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in-charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if, the defects are rectified to his satisfaction, and if not, he shall inform the contractor indicating defects yet to be rectified. The time cycle as above, shall continue. During this period the contractor has to prepare "As Built" record drawings & got these approved from Engineer-in- charge.

8.33.3. In case defects noticed by the Engineer-in-charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer-in-charge within 30 days indicating the un-rectifiable defects for which reduction in payment is being made by him. The issue of completion certificate shall not be linked up with the site clearance on completion of the work.

8.34. ANCILLIARY WORK:

The contractor shall submit to Engineer-in-charge in writing the details of all ancillary works including lineout and specifications to be followed for its construction Ancillary work shall not be taken up in hand unless approved by Engineer-in-charge. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the contractor at any stage to ensure the safety on the work site. The contractor shall carry out all such modifications to the ancillary works at his own expenses as ordered by Engineer-in-charge.

8.35. SPECIAL CONDITIONS

8.35.1. The contractor should ensure that all safety precautions are observed by their laborers, workingclose to the State Highway and while close to the state Highway precautions are taken including insurance etc. for their laborer at the cost of the contractor and the contractor will bear all the expenses, compensation etc. if any accident occurs to the laborer etc. No claim in this regard on whatsoever account shall be entertained and this decision of the Department will be final and conclusive.

8.35.2. The contractor shall observe the rules and regulation imposed by traffic police for smooth flow of traffic on the diversion road and shall not be entitled for claims or any compensation arising thereof.

8.35.3. In the case of delay in handing over the land required for the work, due to unforeseen cause, the contractor shall not be entitled for any compensation what-so-ever from the Maharashtra Fisheries Development Corporation Limited on the ground that the machinery or the labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

8.36. REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATIONS

Any stock or batch of materials (s) of which sample (s) does not conform to the prescribed test and quality, shall be rejected by the Engineer-in-charge or his representative and such material shall be

removed from site by the contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications.

Materials not corresponding in character and Quality with approved samples will be rejected by the Engineer-in-charge or his representative and shall be removed from site at the contractor's own cost.

8.37. INSPECTION OF OPERATIONS:

The engineer and any person authorized by him shall at all times have access to the works and to all workshops and places (including required documents) where work is being done or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for & every assistance in or in obtaining the right to such access.

8.38. FIELD LABORATORY

The contractor shall arrange to provide a well-furnished and fully equipped field laboratory which shall be manned by adequately qualified technical staff. The laboratory shall preferably be located adjacent to the plant site and shall be provided with amenities like water supply, electric supply, and toilet block etc. the laboratory equipment shall confirm to the requirements. The list of equipment is enclosed in the tender document. This shall be considered as incidental to work and no separate payment whatsoever will be made for the same.

8.39. SUPPLY OF COLOURED RECORD PHOTOGRAPHS AND ALBUMS

The Contractor shall arrange to take dated, size not less than 23cmx15cm, colored photographs at various stages/facts of the work including interesting and novel features of the work as desired by the Engineer-in-charge and supply these in two copies each in separate albums of appropriate size & also in soft copy on CD.

The contractor shall prepare a walkthrough, PowerPoint presentation of the proposed methodology of construction of the entire project and submit it to the MFDC before start of the work.

He shall also arrange for the Video Filming of important activities of the work during the currency of the contract and edit it to a video film of 60 to 180 minutes playing time, covering all the construction activities from start to finish.

It shall contain narration of the various activities in English/Marathi by a competent narrator. The DVD shall be of acceptable quality and the film shall be capable of producing color pictures.

This shall be considered as incidental but compulsory activity to be done by contractor and no additional payment whatsoever will be made for the same.

So as to observe the progress of work at different stage of execution of works, the Contractor shall take out colored photographs at 3 stages i.e. 1) Before execution, 2) During execution, and 3) After completion of work. Contractor shall take out at least 15 photographs of different location of each sub works at each stage. The photographs will be of post card size and the same shall be submitted along with the running bill in duplicate.

No extra cost shall be paid to the Contractor on this account.

8.40. SUPPLY OF SAFETY JACKETS TESTING TO LABOURERS/ SUPERVISORS/ ENGINEER

As safety measures during the execution of work all laborers, construction and supervisory staff shall be

provided with an orange color jacket in fluorescent blue so as to make these starkly visible from a distance even during evening hours.

8.41. APPROVAL OF CONSTRUCTION MATERIALS AND CONSTRUCTION ACTIVITIES

Approval of all materials for the work shall be obtained in writing form Engineer-in-charge or his representative before its use in the Project.

Before taking up any construction activity, the construction work done earlier shall be got approved in writing. Any failure on this account may result in the work for which the contractor will be solely responsible.

Besides the prescribed tests and frequencies any other test or tests over the prescribed frequency shall also be carried out by the contractor at his own cost if so, directed by Engineer- in-charge or his authorized representative.

8.42. DISPUTES

8.42.1. In case of disputes or difference of opinion arising between the Engineer-in-charge and the contractor, the contractor shall refer the matter to The Managing Director through the Engineer- in-charge with an advance copy to the Managing Director. The decision of the Managing Director shall be final and binding on contractor.

8.42.2. Notwithstanding anything contained above, in so far as the specification and technical provision of the contract is concerned, the decision of the Managing Director shall be final and binding on the contractor.

9. ADDITIONAL SPECIFICATIONS

9.1. TEMPORARY WORKS

Where required, the Contractor shall furnish such details of his temporary works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. The Engineer-in-charge may direct that temporary works, which he considers unsafe or inefficient, shall be removed and replaced in a satisfactory manner.

9.2. CONTRACTOR"S TEMPORARY STRUCTURES

The Contractor may, at his own expense, and subject to the approval of the Engineer-in-charge and statutory authorities, construct offices, stores, workshop and accommodation for staff and labourer in the area allocated to him and remove the same as per the orders of the Engineer-in- charge on completion of the Contract.

9.3. SURVEY

The Contractor shall, at his own expense, provide and maintain, survey stations which he may require to carry out the Works and shall remove the same on completion of the Works The Contractor shall, at his own expense, carry out all the necessary surveys, measurements and setting out of the Works and shall for this purpose engage qualified and competent engineering surveyors whose names and qualifications shall be submitted to the Employer for his approval. The Contractor shall provide for the sole use of the Employer and his staff, at his own expense, all necessary survey instruments and other equipment and all technicians, labourer and attendance, including the services of minimum of two chainmen per shift, which

the Engineer-in- charge may require for setting out, marking and alignment of the Works. The chainmen shall be selected having appropriate experience, and as far as possible, the same chainmen shall be provided throughout the Contract period. Before commencing any work at any location the Contractor shall give the Employer not less than two days' notice of his intention to set out orgive levels for any part of the works in order that arrangements may be made for inspection.

9.4. EQUIPMENT FOR SOLE USE OF EMPLOYER

The contractor shall provide for the sole use of the Engineer-in-charge and his staff, at his own expense, survey instruments and other, equipment as listed below:

Two theodolites of one-second accuracy, one electronic distance measuring instrument (EDMI) attachable to theodolite, Self- adjusting leveling instrument with aluminum staves (numbers as required). The contractor shall also provide for the use of the Engineer-in-charge, all technicians, laborer and attendants, including the services of minimum of two chainmen per shift, which the Engineer-in-charge may require for setting out, marking and alignment of the works. The chainmen shall be selected having appropriate experience, and as far as possible the same chainmen shall be provided throughout the contract period. Before commencing any work at any location, the contractor shall give the Engineer-in-charge not less than two days' notice of his intention to set out or give levels for any part of the works in order that arrangements may be made for inspection. The Contractor shall maintain in good working order at all times during the period of the Contract the instruments provided by him for the proper setting out of the works.The Contractor shall make available at his own expense. any poles, pegs and staging templates of profiles required by the Engineer for inspection or measurement of the Works. The contractor shall arrange for calibration & permanent adjustments of survey instruments from time to time.

The cost of the above shall not be paid for separately and shall be deemed to be included in the rates and prices.

9.5. MATERIALS

9.5.1. QUALITY:

All materials used in the works shall be procured by the Contractor unless otherwise specified and shall be of the best quality of their respective kinds as specified herein, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed in the specification with the requirements of the latest issues of the relevant Indian Standards or where Indian Standards are not relevant British Standards. Any materials not fully specified herein and for which there is no relevant Indian or British Standard shall be the best of their respective kind and to the approval of the Engineer-in-charge.

9.5.2. INDIAN AND BRITISH STANDARDS

Where Indian and British Standards are named in the specification, the latest current issues, including amendments, if any, issued by the respective standards Institution, one month prior to the due date of receipt of the Tenders are intended unless specifically stated otherwise.

9.5.3. INSPECTION AND TESTING

All materials used in the Works shall be subjected to inspections and tests as per relevant IndianStandards

by the Engineer. Unless otherwise stated the cost of all the tests required by the specifications or the relevant Indian or British Standard shall be deemed to be included in the rates and prices named in various sections of the Bill of Quantities. The Contractor shall carry out all the tests in site laboratory and shall provide testing apparatus, technicians, helpers and allother facilities at the site. For the tests which cannot be carried out in site laboratory (not due to failure of the laboratory equipment's) the Contractor must select the testing laboratory with the approval of the Engineer-in-charge and must provide conveyance for the transport of test samples and the Engineer's staff. The cost of transporting and testing will be borne by the Contractor No consignment of a material shall be used unless the tests required by the Engineer-in-charge are carried out and the test reports are analyzed by him and the material is cleared by him for consumption. The Contractor must schedule ordering and receipt of consignment with due regard to the time required for sampling, testing and analysis of test reports.

9.5.4. APPROVAL

No material shall be used in the Works unless it has first been approved by the Engineer-in- charge.

9.5.5. SAMPLES

Samples of all materials proposed to be employed in the execution of the Works may be called for by the Engineer and shall be submitted before the materials are brought to site.

Samples provided to the Engineer-in-charge or his representative, are to be in labeled boxes suitable for storage. The cost of providing such samples shall be borne by the Contractor. Quality of material to be used in the works shall be at least equal to that of the samples submitted to and approved by the Engineer-in-charge.

9.5.6. NAMES OF MANUFACTURES AND SUPPLIERS

Before ordering materials of any description the contractor shall submit for approval of the Engineer the names of the makers or suppliers proposed, together with the particulars listed under the general heading "Information to be furnished by the Supplier" where this occurs in the relevant or British Standard or such other particulars as the Engineer may call for.

9.5.7. STORAGE AND USAGE OF MATERIAL AT SITE

All materials brought on to the site shall be stored and protected in such a manner that they remain in perfect condition until such time as they are incorporated in the works. Methods of storage, protection and handling of materials shall be to the Engineer's approval. Materials shall be wherever possible and practicable be used in the order in which they arrive on the site. Thisis especially important for cement stock.

9.5.8. DISPATCH OF MATERIALS

Materials shall not be dispatched from the manufacture's works to the site without written authority from the Engineer or his representative.

9.5.9. TEST CERTIFICATES

All manufacturer's certificates of test, proof sheets, mill sheets etc, showing that the materials have been tested in accordance with the requirements of this Specification, the appropriate Indian Standard

specification are to be supplied free of charge, on request by the Engineer or his representative.

9.5.10. CODES:

I.S.	456	2000	Plain and reinforced concrete code of practice
I.S.	1489(PART -1)		Codes for cement concrete
I.S.	1121 1124 1122	1974 1974 1974	Codes for stones.

Reference to any code shall always mean reference to the latest revised edition of the code including all its amendments up to date, unless specified otherwise. In the event of any conflict between the requirements of this specification and those of the referred codes, the former shall govern

9.6. CONCRETE AGGREGATES

9.6.1. INDIAN STANDARDS

Aggregates shall generally comply with the requirements of I.S. 383 except as stated otherwise.

9.6.2. PRELIMINARY TESTING OF AGGREGATES

Before work is begun, representative samples of the various aggregates from each source of supply shall be submitted to the Engineer for test and approval. Samples shall be in sufficient quantity to enable the Engineer to carry out the full range of tests specified in I.S. 2386 and otherspecifications specified herein. Aggregates shall be particularly tested for alkali silica reaction. Aggregates which are chemically reactive with alkalis of Cement shall not be used. Aggregates shall be tested for chloride content as per DIN 4226 Part 3 Clause 3.6.5 and for sulphate content as per DIN part 3 clause 3.6.4. The aggregates shall be 0.02% by weight water-soluble chloride (expressed as Chlorine), and maximum permissible sulphate content, expressed as sulfuric anhydrite (S03) being 1% by weight with respect to the aggregate dried at 105 0 C. The Engineer's representative will keep a portion of the samples submitted which have been tested and approved to act as control samples for comparison with later deliveries. In submitting the samples, the contractor shall state the type of aggregate represented, the source of supply which pass the requisite tests and are approved by the Engineer may subsequently be used in the Works, and all aggregates used in the Works shall be of at least as good quality as the approvedsamples.

9.6.3. AGGREGATES TO BE CLEAN

All aggregates shall be delivered to and maintained at the site clean and free from dust and clay, organic and other deleterious matter.

9.6.4. STORAGE AT SITE:

Coarse and fine aggregates shall be stored at the site separately on clean and paved and drained areas, which are not liable to flooding. The various sizes of aggregates shall be separated by solid dividing walls of suitable height and strength. Details of the layout and details of the storage areas shall be submitted to the Engineer for approval before these are constructed.

9.6.5. REJECTED MATERIALS:

Any aggregates brought to site, which is not approved by the Engineer / or his representative, shall be immediately removed from the site by the Contractor at his own cost.

9.6.6. FINE AGGRAGATES NATURE AND SOURCE:

Fine aggregates shall consist of natural sand from approved source. The Chlorides, Sulphate and silt

content of sand shall be monitored regularly and continuously and if present, sand shall be washed with fresh potable water free from silt, Chlorides and Sulphates before use. The aggregates shall be of approved quality, clean, sharp and, free from injurious amounts of dust, clay lumps, mica shells, flaky particle shells, alkali organic matter, loam or other deleterious substances. The fine aggregates shall be screened or washed with fresh potable water or both if ordered by the Engineer's representative. The limitation of 5 % as well as its grading shall be specific as in IS: 383. The fineness modulus of fine aggregates shall also be monitored regularly and continuously and shall not be less than 2.2 nor more than 3.2. If necessary, sand from different approved sources shall be blended to achieve the desired fineness modulus.

9.6.7. COARSE AGGRAGATE NATURE AND SOURCE:

Coarse aggregate shall consist of crushed rock from approved sources. It shall be screened and/or washed with fresh potable water if so, ordered by the Engineer / or his representative. Thelimitation of percentage of foreign materials in coarse aggregate shall be as specified in IS 1&383. Flakiness index of coarse aggregates shall not exceed 15 %.

9.6.8. GRADING OF FINE AGGREGATE:

For concrete the upper limits for size of aggregates shall be in accordance with IS.-383.The grading of the various sizes shall, however, be as per the mix design to be determined by laboratory test and approved by the Engineer's representative. Fine mortar and grout shall comply with IS:383 and its Zone. II of table IV of the said Standard Sand for masonry mortars shall comply with IS: 2116.Sand for plastering and rendering shall conform to class A grading of IS: 1542.

9.6.9. GRADING OF COARSE AGGRAGATE:

The maximum sizes of coarse aggregate for the various classes of concrete shall not exceed 20mmunless stated otherwise. Notwithstanding the provisions in the IS the grading of the aggregates shall be as approved by the Engineer's representative.

9.7. CEMENT

9.7.1. STANDARD:

Only Portland cement of 43/ 53 grade complying with the requirements of IS:12269 shall be used in the works. Unless otherwise specified, ordered or permitted in writing by Engineer, Rapid hardening Portland cement, if its use is permitted by the Engineer, shall conform to IS:8041. Changing of brands of cement within the same structure will not be permitted without the specific approval of the Engineer.

9.7.2. SUPPLY OF CEMENT:

Supply of Ordinary Portland Cement for the permanent works shall be arranged by the Contractor at his own cost from reputed suppliers The procedure for ordering and taking delivery of supplies of Ordinary Portland Cement shall be submitted by contractor to the Employer before purchase.

9.7.3. TESTS:

The Engineer's representative will order such tests as he may consider necessary on each consignment of cement brought on to the site. The Contractor shall carry out these tests at the site-testing laboratory. The Cement from the consignment from which the samples have been extracted for testing the samples have been extracted for testing shall not be used in the works before completion of testing and analysis and until it has been accepted as satisfactory by the Engineer. If such tests should lead to rejection of the

consignment the same shall not be used in the works but shall be removed from the site to such place as directed by the Engineer.

9.7.4. CONTRACTOR'S RESPONSIBILITY:

From the time that a consignment of cement is taken delivery by the contractor and tested and approved by the Engineer's representative and until such time as cement is used in the works, the Contractor shall be acceptable condition. Any cement which deteriorates while in the Contractor's Custody and is rejected as unsuitable by the Engineer's representative shall be removed from the site and replaced by the Contractor to the satisfaction of the Engineer, all at storage for a period of 75 Days or longer until the results of such tests are found satisfactory, it shall not be used in the works. If such cement is rejected as unsuitable by the Engineer's representative it shall be removed from the site and replaced by the Contractor to the satisfaction of the Engineer, all at the Contractor's cost. In such case costs of transportation and testing shall also be borne by the Contractor.

9.7.5. STORAGE OF CEMENT IN BAGS:

The Contractor shall provide and maintain a cement godown for proper and efficient storage of cernent required on the works. Cement in bags shall be unloaded under cover and stored in a perfectly watertight and well-ventilated building accommodating sufficient cement to ensure continuity of the work, and having a floor raised not less than 30 cm from the ground in order to protect the cement from moisture. An air space shall be left between the floor and the bottom layer of the bags. Cement bags shall be stored well away from other walls of the godown andnot more than 12 bags shall be stacked in any tier. Each consignment shall be stacked separately therein to permit easy access for inspection and a record shall be kept so that each consignment may be identified by a serial number and date of delivery. Cement shall be issued from the godown in the order in which it is received on site, commencing with the consignment, which has been in the godown for the longest period of time.

9.7.6. PROTECTION FROM RAIN:

Cement shall be adequately protected at all times from rain and spray.

9.7.7. SET OR PARTIALLY SET CEMENT:

Cement, totally set or partially set, shall not be used.

9.8. WATER FOR CONCRETE

a) **WATER TO BE CLEAN:** Clean fresh potable water only shall be used for mixing concrete, grout and mortar. The water shall be free from deleterious matter in solution or in suspension and shall meet the requirement of IS:456 and shall be obtained from an approved source. Water samples shall be tested once a week at site and once a month in an approved laboratory (third party testing).

b) **STORAGE:** The Contractor shall make adequate arrangements to store sufficient water at the works for use.

9.9. ADMIXTURES FOR CONCRETE

a) **APPROVAL:** Admixtures for concrete if proposed by the Contactor and approved by the Engineer shall be obtained only from the manufactures approved by the Engineer. The Contractor shall obtain full details from the manufacturer and shall carry out such field tests, as the Engineer shall require before any admixture is used in the works. Calcium chloride or admixtures containing chloride shall not be used.

b) **Water proofing Compound:** Waterproofing compound to be used in concrete, plaster, damp proof

concrete, etc. where specified shall be~ from approved standard manufactures and shall beapproved by the Engineer If shall comply with the requirements of IS:2645. lt should be mixed as per specifications supplied by manufacturer but not exceeding 3% by weight of cement and approved and directed by the Engineer.

9.10. WORKMANSHIP: - CONCRETE

a. DESIGN OF CEMENT CONCRETE MIXES:

All concrete shall be controlled and machine mixed unless otherwise directed by Engineer-In-charge. For controlled high-grade concrete the grading of aggregates shall be got approved from the Engineer. The correct proportion and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility regarding the minimum strength requirements. Test shall be taken in accordance with relevant codes specifications to ascertain the strength.' Proportioning of aggregates shall be done by weight, if so ordered by the Engineer. All mixing shall be done by mechanical means in approved mixers. The Engineer may at his discretion, allow in writing hand mixing of concrete for minor items where small quantities are involved about in that case the contractor shall increase the cement content of the mixture by 10% without any extra cost to Maharashtra Fisheries Development Corporation Limited. If changeof grade of concrete during execution is required only extra/less cost of cement will be considered for addition or deduction of the main item. No other charges will be considered. The formwork used shall preferably of steel or with lining of steel. Wooden shuttering may be allowed at the discretion of the Engineer e.g. that for lintels small slabs and beams, coping etc. The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer-in-charge. The concrete shall be cured only by sweet potable water for the period specified in the detailed specification or as directed by Engineer-in-charge.

b. TRANSPORTATION OF CONCRETE:

The concrete shall be transported from the mixer to its place in the works as rapidly as possible and in such a manner that there shall be no separation or loss of its ingredients. For such purpose as far as possible, truck mounted transit mixers shall be used. In no circumstances shall more than half an hour elapse between the time water is added to the mix and the time when the concrete is finally compacted in position. No concrete shall be permitted to be used in the works after initial set has taken place. The use of concrete distributing chutes at an angle of more than 45 degrees from the horizontal will not be permitted without the sanction of the Employer.

c. AUTHORIZATION TO POUR

Authorization to pour concrete shall be obtained from the Engineer-in-charge at least one day in advance of each pour. No Concreting shall be started without the authorization of the Employer.

d. COMPACTION OF CONCRETE

The Contractor shall agitate the placed concrete thoroughly into place by means of a sufficient number of approved mechanical vibrators of adequate power and having a frequency of not less than 6000 impulses per minute. The vibrator shall be allowed to sink freely of its own weight untilit enters the previous lift It

shall be withdrawn immediately at the same rate and used at a new location Concrete once vibrated shall not be vibrated again. The Contractor shall ensure that the concrete is thoroughly worked around the reinforcement and against external shutters so that all entrained air is expelled and the concrete surface when exposed is found good and free from air pockets honey combing or other defects. Revamping of concrete of mortar, which has partially hardened, shall not be permitted.

e. SCREEDDING

Screeding (Non-Structural) over the decking shall be of reinforce concrete of minimum thickness of 75 mm and rates of providing the same shall be included in rates quoted in the price schedule. All the surface of slabs of slabs or other members not required to be shutters are to be screeded in an approved manner and within a tolerance of plus/minus 3 mm of true level and grade. In making such finish care shall be exercised not to work in excess fines to the top. Surface shall be scrubbed/cleaned and all laitance removed before screed is placed. Care is to be taken to ensure that the concrete is properly compacted and for this purpose vibrator screed boards or plates will normally be required.

f. FINISHING

Immediately on removal of forms the cement concrete work shall be examined by the Engineer before any defects are made good. The work that has sagged or contains honey combing to an extent detrimental to structural safety or architectural concept shall be rejected. Surface defects of a minor nature shall be rectified generally as indicated below. Surface defects, which require rectification when forms are removed usually, consists of bulges due to movement of forms, ridges at form joints, honey-combed areas, damage resulting from the stripping of forms and bolt hole. Bulges and ridges shall be removed by careful chipping from the tooling and the surface is then rubbed with grinding stones. Honey combed and other areas shall be chipped out, the edges being cut as straight as possible and perpendicular to the surface, or preferable slightly under cut to provide a key at the edge of the patch. Bolt holes shall be closed by cement mortar to ensure thorough filling shallow patches shall first be treated with a coat of thin grout composed of one part of cement and one part of sand and then filled with mortar similar to that used in concrete The mortar is placed in layers not more that 10 mm thick and each layer shall be given a scratch finish to secure bond with the succeeding layer. The last layer shall be finished to match the surrounding concrete by floating, rubbing or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic. Large and deep patches requires filling up with concrete held in place by forms Such patches shall be reinforced and carefully dowelled to the hardened concrete. The same amount of care to cure the material in the patches shall be taken for the whole structure. Curing shall be started, as soon as possible after the patch is finished to prevent early drying.

Damp Hessian cloth may be used. But in some locations it may be difficult; a membrane-curing compound will be most convenient.

g. CURING

All concrete shall be protected during hardening from the harmful effects of sunshine moisture and drying winds. All exposed faces of concrete shall be kept continuously moist for a period of 10 days. In the case of slabs or other pours of large surface area timber frames, designed to the approval of the Employer, and

covered with two thickness of damp Hessian shall be places -overthe concrete, immediately after pouring. When the concrete has set, the frames shall be removed and the covering laid directly on the concrete. For 10 days thereafter concrete shall be kept continuously damp by spraying the cover with clean fresh water or by covering it with not less than 25 mm thickness of sand and kept continuously damp or by founding where practicable. In very hot weather precaution shall be taken to see that temperature of concrete does not exceed 35º C while placing. In places where water curing is not possible approved curing compound shall be applied as per the procedure laid out by the manufacturers cost of which shall be deemed to be included in the rates and prices.

h. Samples from the fresh concrete shall be taken as per IS 1199 and cubes shall be made cured and tested at 28 days in accordance with IS 516. Frequency of sampling shall be as per IS:456- 2000. Concrete in a section of the works shall be considered acceptable strength wise provided:

1. The average 28 days strength of the test cubes relating to the section of the exceeds the specified strength of a concrete class under consideration, given in table 1.1 of Sub Clause II it above by ten percent (10%)

2. Each of the above individual test cubes exhibits strength greater than eighty five percent (85%) of the strength specified for a concrete class under consideration and average of the cube strengths.

Favg ≥fck+ [1.65 -1.65 □n] □

Where □ = Standard deviations

N= number of samples tested till date

3. Not more than five percent (5%) of the test result shall fall below the specified strength of a concrete mass under consideration.

10. PRICE VARIATION CLAUSE

10.1. If during the operative period of the Contract as defined in condition (I) below, there shall be any variation, in the Consumer Price Index for Industrial Workers for Alibag Center as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the whole sale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, as compared to the respective figure therefore, on the last date prescribed for receipt of tender and/or in the prices of Petrol/Oil and lubricants, then, subject to the other conditions mentioned below, price adjustment on account of i) Labour component, ii)Material component, iii) Petrol, Oil, Lubricant component; which respectively are **25%, 70%** and **05%** of the total cost of work put to tender, calculated as per the formula herein under appearing, shall be made (Total of all these three components will be 100).

A) Formula for labour component:

$$V1 = 0.85 \times P \times \frac{K1}{100} \times \frac{C1 - C0}{C0}$$

Where,

V_1 = Amount of price variation in Rupees to be Allowed

P = Cost of work done during the period under consideration

K_1 = Percentage of labour component as indicated above

C_0 = Basic consumer price index for Industrial Labour for Alibag Centre ascertained asabove on the last date prescribed for receipt of tender.

C_1 = Average consumer price index for Industrial Labour for Alibag Centre ascertained as above during the period under consideration.

B) Formula for Materials Component

$$V_2 = 0.85 \times P \times \frac{K_2}{100} \times \frac{M_1 - M_0}{M_0}$$

Where,

V_2 = Amount of price variation in Rupees to be Allowed

P = Cost of work done during the period under ConsiderationK_2

_ = Percentage of material component as indicated above

M_o = Basic wholesale price index for all commodities ascertained as above on thelast date prescribed for receipt of tender

M_1 = Average wholesale price index for all comodities ascertained as above duringthe periodunder consideration.

C) Formula for Petrol, Oil and Lubricant Component

$$V_3 = 0.85 \times P \times \frac{K_3}{100} \times \frac{l_1 - l_0}{l_0}$$

Where,

V_3 = Amount of price variation in Rupees to be allowed

P = Cost of work done during the period under Consideration

Sign of contractor No. of Correction Executive Engineer

K_3 = Percentage of Petrol, Oil and Lubricant Component as indicated above

L_1 = Wholesale price index for POL during the period under consideration

L_0 = Wholesale price index for POLon the last date prescribed for receipt of tender

10.2. CONDITIONS REFERRED TO IN PARAGRAPH 1

i) The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause of the Conditionsof 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 theContractor on account of delay Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices,L_1,M_1, – –

,P_1, and CI_1 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 require to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the contract from B_1/B_2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under Clause 38/37 of he contract from B_1/B_2 extends beyond the operative date of the DSR then rates payable for the same beyond the dateshall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with natural 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 thenegative side, the Maharshtra Fisheries Development Corporation Limited shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.

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

SCOPE OF WORK

NAME OF WORK: CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

SR. NO.	NAME OF WORK	DETAILS
1	CONSTRUCTION OF AUCTION HALL	14.90 x 9.70 Mtr
2	CONSTRUCTION OF MULTIPURPOSE CENTRE	13.90 x 9.60 Mtr
3	SOLAR BASED HIGH MAST	4 Nos.

11. MATERIAL HANDLING

11.1. Cement shall be transported & handled & stored on the site in such a manner as to avoid deterioration, contamination etc. each consignment shall be stored separately so that it may be readily identified & inspected. Cement shall be used in the sequence in which it is delivered at site. Cement having manufacturing date in excess of three months from period of use shall not be permitted.

11.2. The contractor shall prepare & maintain proper records on the site in respect of delivery, handling, storage & use of cement & these records shall be made available for the inspection by the engineer at all times.

11.3. The contractor shall construct at his own cost shed/ sheds as per the directions of the engineer- in-charge for storing the material & providing double locking arrangements (one lock of engineer & other of the contractor). Materials shall be taken out from stores only in presence of authorized representative of the engineer in charge. The store shed constructed on site shall be removed on completion of work. The contractor shall take all necessary steps to guard the materials brought by him.

11.4. Cement to be used in the works shall be any of the following types with the prior approval of the engineer. 53 grade ordinary Portland cement conforming to IS 12269:1987 (latest edition)

11.5. High yield strength deformed bar TMT 500 grade conforming to IS 1786:1985 be used.

11.6. Bulk bitumen of IS grade 60-70 shall be used.

11.7. Emulsion R-70 grade confirming to IS 8887 of 1995 shall be used.

11.8. The contractor shall make his own arrangement & the safe custody of the materials brought by him on the site of work.

11.9. The charges for conveying of material from the place of the purchase by the contractor to the site of work & the actual spot of work shall be entirely borne by the contractor. No claim on this account shall be entertained.

11.10. Register showing dispatch of bituminous load from the plant, vehicle no time of dispatch shall be kept in the prescribed form at hot mix plant site.

Similarly the register showing the time, temperature of the mix at the site shall be kept, the authorized representative of the contractor shall fill both these registers. These shall be signed by the contractor every day in token of acceptance. The maintenance of these registers does not absolve the contractor of his contractual obligation towards quality of the work.

11.11. The contractor should ensure that safety precautions are observed by the laborers while handling the materials & precautions are taken in case of injuries etc. for their laborer at thecost of the contractor & the contractor will bear all the expenses, compensation etc. If any incident occurs to the laborer no claim in this regard whatsoever shall be entertained & the decision of the department shall be final & conclusive.

11.12. In case the materials is becomes surplus owing to the change in the design of the work after the materials are brought by the contractor, no claim in this regard will be entertained & the contractor will be required to take away such materials from the site.

11.13. The contractor should arrange for weighment of the bouzer if desired by the engineer in charge. The weighment shall be done in the presence of representative of the engineer at the cost of the contractor.

11.14. The weight of the steel bar used on the work will be calculated on the basis of standard weight per unit length vide I.S. 1732. No wastage of steel will be considered at all. Cut pieces of the steel irrespective of the length will be the property of the contractor & no claim whatsoever in thisregard shall be entertained. The consignment of the steel brought by the contractor havingweight other than the standard weight per unit length of the bar as mentioned above will not be accepted. For this purpose, random sample will be tested by the engineer in charge & the decision of the engineer shall be binding on the contractor. If the steel received is over weight (more than standard weight per running meter length) no extra payment will be made & no claim in this regard whatsoever shall be entertained.

11.15. No claims on account of cement or steel rods used for ancillary works on site of work shall be entertained.

11.16. All the materials to be brought on site shall be brought only on working days & in the presence of authorized representative of the engineer in charge.

11.17. All the materials such as cement, mild steel, HYSD bars, required for the execution of work shall be brought by the contractor at his own cost.

11.18. The contractor shall maintain the record of these materials (cement, steel etc.) in the prescribed proforma statement & registers as directed by the engineer in charge. These registers shall be signed by both the contractors & representative of the engineer in charge. These registers shall be made available for inspection verification for the department as & when required. These registers shall be in the custody of the engineer & shall be maintained by the engineer.

11.19. The material required only for this work shall be kept in the godown at site. No material shall be shifted outside of the godown site except for the work for which this agreement is entered without prior approval of the engineer.

11.20. The materials i.e. cement, steel etc. brought on the work site shall be accompanied with necessary company/ manufacturing firms test certificates. In addition, these materials shall be tested as per frequency prescribed by the engineer & the cost of such testing shall be borne by the contractor, if the test results are satisfactory, then & then only the material shall be allowedto be used on the work. If the test results are not as per standards prescribed, these materials shall be immediately removed from the work site at the contractor cost. In case of cement, if so, requested by the contractor in writing, material shall be allowed to be used before receipt of the test results but this will be entirely at the risk & cost of the contractor.

11.21. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase of materials brought on the work site at once if so, required by the engineer.

11.22. All these materials i.e. cement, steel etc. shall be protected from any damages, rains etc. by the contractor at his own cost.

11.23. The contractor will have to erect temporary shed of approved specifications for storing of above materials at the work site at the contractor cost having double locking arrangements (by double lock it is meant that godown shall always be locked by two locks, one lock being owned & operated by contractor & other by the engineer in charge or his authorized representative) & the door shall be openable only after both locks are opened.

11.24. If required, the weighment of cement bags/ steel etc. brought by the contractor shall be carried out at his own cost.

11.25. The contractor shall not use cement & other material for the item to be executed outside the scope of this contract except for such ancillary small items as considered absolutely necessary for this work as may be decided by the engineer in charge.

11.26. The Government shall not be responsible for the loss in cement & steel & steel during transit to work site. The cement brought by the contractor at the work site store shall mean 50 kg equivalent to 0.0347 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning.

12. REINFORCEMENT STORAGE AND HANDLING

UNCOATED STEEL REINFORCEMENT

Storage conditions should not cause excessive rusting of the reinforcement or the adherence of dust or soil. On the job site, reinforcement is usually stored on heavy timbers to keep it out ofmud and water. Before reinforcing steel is placed, it should be free of coatings that reduce the bond of steel to concrete, particularly oil, dirt, loose mill scale, and loose rust. Coatings likely to be found on parts of the reinforcement are paint, oil, grease, dried mud, and weak dried mortar that has been splashed on the bars. Dried loose mortar should be brushed from the bars; mortar that is difficult to remove is harmless and can remain. Oil and grease should be removed with a degreaser. Special care must be taken when applying a release agent to wood or steel form work to avoid contamination of the reinforcing bar with the release agent. A thin, adherent film of rust or mill scale is not objectionable and may even improve the bond between the bar and surrounding concrete, but loose rust or mill scale should be removed.

SAMPLES AND TESTING OF MATERIALS

1 All materials to be used on work shall be got approved in advance from the Engineer-in-charge andshall pass the test & /or analysis required by him, which will be
(a) as specified in the specification for the items concerned and or as specified by the Indian RoadCongress Standard Specification.
(b) Code of Practice for Road & Bridges or
(c) I.S.I. Specifications (Whichever and whenever applicable) or
(d) such recognized specifications acceptable to Engineer-in charge as equivalent thereto or inabsence of such recognized specifications.
(e) such requirement tests and or analysis as may be specified by the Engineer- in-charge in orderof precedence given above.

2 The Contractor shall at his risk and cost make all arrangements & /or shall provide for all such facilities as the Engineer-in charge may require for collecting, preparing required number of samples for tests or for analysis at such time & to such place or places as may be directed by the Engineer and bear all charges & cost of testing. Such samples shall also be deposited with the Engineer-in-charge.

3 The Contractor shall if and when required, submit at his cost the samples of materials to be tested or analyzed & if, so directed, shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in –charge.

4 The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.

5 The Contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However, the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.

6 Cost of routine day to day quality control testing charges for tests required as per specifications will be borne by department by sending the same to the concerned laboratories or by establishing Government laboratory at site.

However, the cost of testing of material as directed by Engineer-in-charge for approving a particular material as laid down in para 2.10 (i) to (v) will have to be borne by the Contractor.

Sr. No.	Material	Test	Frequency
1	Metal	i) Crushing value. ii) Impact value. iii) Abrasion value. iv) Water Absorption	One Test per 200 Cu.m or part thereof
2	Cement	i) Compressive Strength. ii) Initial setting time. iii) Final setting time. iv) Specific Gravity. v) Soundness vi) Fineness vii) Standard consistency.	One set for each consignment of 50 M.T. (1000 bags) or part thereof
3	Steel	i) Weight per meter. ii) Ultimate tensile stress iii) Yield stress. iv) Elongation.	One test for every 5.00 M.T. or part thereoffor each diameter.
4	Cement Concrete	i)Mix Design	At the beginning and if there is change in source.
5	Reinforcement Steel bars.	i)Tensile strength ii) % Elongation	One test for every 5.0M.T. or part thereoffor each diameter.
6	Sand	i)Fitness Modulus ii) Silt Content	At the beginning and if there is change in source.

Note: The Contractor shall carry to test as frequency prescribed form material used in work from DistrictLaboratory____in case contractor fails to carry out test as per frequency the testing charges will be recovered at penal rate for the test which are less than the prescribed frequency.

13. QUALITY ASSURANCE AND MAINTENANCE

13.1. To ensure the specified quality of work which will also include necessary survey, temporary works etc. the contractor shall prepare a quality assurance plan and get the same approved from the Engineer-in-charge within one month from the date of work order. For this, the contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their qualification, job descriptions defining the functions of reporting supervising inspecting and approving. The contractor shall also submit a list of tools, equipment, and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and/or in the laboratory and monitoring. The contractor shall modify/ supplement the organization chart and the list of machinery, equipment etc. as per the directions of the Coastal Engineer and shall deploy the personnel and equipment on the field as per the approved chart and list respectively. The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specification. He will have to get these approved from the Engineer-in Charge. The quality of the work shall be properly documented through certificate, records, checklists and log books of results etc., such records shall be compiled from the beginning of the work and be the responsibility of the contractor. The forms should be got approved from the Engineer-in-charge.

13.2. To summarize this, the contractor shall prepare Quality Assurance Plan (QAP) for the work. The QAP shall include the following.

i) Work execution methodology.
ii) Bar chart and CPM/PERT
iii) Personnel deployment with their responsibilities
iv) Schedule of working/ Monthly meeting at site office involving all functions.
v) Use of computer for project management.
vi) Training to Tech./Non-Tech. Personnel : Program and implementation.
vii) Monthly Progress reports.
viii) Quality Procedure
ix) Calibrations of instruments used on site
x) Material sources and testing frequency and reports
xi) Safety measures
xii) Reference to appropriate approved drawings.
xiii) Detect liability: how the contractor is going to deal with this.
xiv) Reference to Specifications, code etc.

13.3. The contractor shall give the above plan to Engineer -in-charge within 15 days from the date of work order. The Engineer-in-charge will approve the Plan within about a week's time.

13.4. The contractor shall adhere to the procedure stipulated in the tender document and quality assurance Plan prepared by him.

13.5. The contractor shall prepare detailed completion drawing after completion of the work. He shall also prepare and submit a maintenance manual giving procedure for maintenance, with the period of a maintenance

works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. He shall also include in the manual, the specifications for maintenance work that would be appropriate for his design and technique of construction. This manual shall be submitted within the contract period.

AGENDA AND WORK ORDER BOOK

13.6 The Contractor shall himself manage the work or engage an authorized all time agent on the work capable of managing supervising and guiding the work and understanding the specifications and contract conditions. A qualified and experienced engineer be provided by the Contractor as his agent for technical matters in case the Engineer-in-charge considers this as essential for the work and so directs the Contractor. Agent will take orders as will be given by the Engineer-in-charge or his representative and shall be responsible for carrying them out. The agent and/or site engineer shall not be changed without prior intimation to the Engineer-in- charge or his representative on the wok site The Engineer-in-charge has the unquestionable right to ask for changes in the quality and strength of Contractors supervisory staff and to order removal from work of any of such staff. The Contractor shall comply with such order and effect replacements to be satisfaction of the Engineer-in-charge.

13.7 A work order book shall be maintained on site and it shall be the property of Government and the Contractor shall promptly acknowledge the order given therein by the Engineer-in-charge or his authorized representative or his superior officer and comply with them. The compliance shall be reported by Contractor to the Engineer-in-charge within 15 days from the date of issue of instructions. The blank work order book with machine numbered pages in quadruplicate with perforated sheets (for three copies to be detached) will be provided by the Departments for this purpose. The Contractor will be allowed to copy out the instructions therein from time to time.

14 LAND FOR TEMPORARY USE

14.1 Land for temporary site office, site laboratory, parking yard, store yard, labour camp, Workshop etc. shall have to be arranged by the Contractor at his own cost. The department will extend help by providing recommendation letter etc. if necessary and so desire by the Contractor.

15 ASSISTANCE IN PROCURING PRIORITIES PERMITS ETC.

15.1 The Engineer-in-charge on written request by the Contractor, will if in his opinion the request is reasonable and in the interest of work and its progress assist the Contractor in securing the police protection and the priorities for deliveries, transport permits for controlled materials, permits for quarries and other similar permits including labour license etc. where such are needed. All cost in this behalf shall be borne by the Contractor. The department will not however be responsible for the non-availability of such facilities or delays in this behalf and no claims on account of such failure or the Department shall allow delays.

The Contractor has to make his own arrangement for machinery required for the work. However if such machinery is conveniently available with the department it may be spared on hire as per department's rules in force, if requested by the Contractor in writing. The supply or non-supply of machinery shall not form a ground for any claim or extension of time limit for this work.

15.2 Water supply

i) Availability of adequate water for work and sources thereof shall be confirmed by the Contractor before Submitting the tender.

ii) Water for construction, curing or any other purpose shall be brought by the Contractor at his own cost. The Contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at Work site. Electrical supply for the department's use at work site shall be provided by the Contractor. No charges would be payable by the Department.

16. Telephone Facilities

Contractor will have to make his own arrangement at his own cost of telephone facilities at work site, if required

17. Quarries

The Contractor will have to make his own arrangement of acquiring land for quarries. However necessary assistance without any extra cost to government will be rendered by the department for procuring the quarries if required by the contractor. The Contractor shall carry out all quarrying operations without endangering the environment and natural beauty of surrounding. All excess and un useful excavated materials shall be stacked at dumping places if available identified by the Department as directed by the Engineer-in- charge otherwise the Contractor has to make his own arrangement for the same.

18. Supervisory staff

The Contractor shall at his own expenses maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement for housing such staff.

Co- ordination

When several agencies for different sub Works of the project are to work simultaneously on the project site, the Contractor shall render full co-ordination for achieving proper co-ordination between different Contractor to ensure timely completion specified in each contract shall therefore be strictly adhered to each Contractor may make his independent arrangements for water power, housing etc. but he will be at liberty to come to mutual agreement with the approval of the Engineer-in-charge. The Contractor shall not take or cause to be taken any steps of action that may cause disruption, discontent or disturbance to work, labour or other arrangements etc. of other Contractors in the project localities. Any action by the Contractors which the Engineer-in-charge in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with accordingly. In case of any dispute or disagreement between the various Contractors, the Engineer-in-charge's decisions regarding the coordination, co-operation and facilities to be provided by any of the Contractor shall be final and binding on the Contractor concerned and such a decision or decision shall not violate any contract nor absolve the Contractor of his obligations under the contract, nor form the ground for any claim or compensation.

Relation with public authorities

The Contractor shall comply with all rules, regulations, by laws and directions given from time to time by any local or public authority or body in connection with this work and shall himself pay fees or charges which are livable on him without any extra cost to Government.

19. Work Preliminaries

The Contractor shall supply, fix and maintain at his own cost, during the execution of Works, all the necessary centering and scaffoldings, staging, planking, timbering strutting, shoring, plumbing, fencing hoardings, watering, lightening by night as well as the necessary equipment for protection of public and

safety at any place adjacent to road and railway line. The Contractor shall remove any/or all such centering, scaffolding, staging planking and equipment when ordered to do so by the Engineer-in-charge and make good all matters and things disturbed during the execution of work to the satisfaction of the Engineer-in-charge.

Display of Work Information

The two information sign boards in rectangular shape of size 2.45 x 1.2 0m made out of 3mm thick Aluminum sheet painted with one coat of zinc chromate staving primer and two coats of yellow stove enamel paint on front side and gray stove enamel paint on back side and border/messages/symbols etc. with cutout of while retro reflective sheeting of Engineering Grade including M.S .angle iron frame of 35 x 35 x 3mm and two M.S. angle iron post of size 65 x 65 x 6mm properly cross braced with angle iron of 50 x 50 x 5mm etc. duly painted with alternative black and white bands of 25cm in width including G.I. fixtures etc. and fixing the board in 1:4:8 concrete block of size 60 x 60 x 75 cm shall be fixed etc. and fixing the boards in 1.4.8 concrete block of size 60 x 60 x 75 cm shall be fixed on the site (each on one side). It is incidental to the Work and no extra payment will be made to the Contractor.

Supply of Color Record Photographs and Albums

The Contractor shall arrange to take colour photograph at various stages / faces of the Works including interesting and novel features of the work as desired by the Engineer- in- charge needed for authentic documentation as desired. The photographs shall be of acceptable quality and they shall be taken by professionally competent photographer with camera having the facility to record the date of photographs taken in the prints and negative /C.D. The Contractor shall supply two color prints of each of the photographs taken to the standard 4'' x 6'' size mounted in albums of acceptable quality along with C.D. Also the negative in 5mm. size for each photograph or in C.D. shall be supplied. Each photograph in the album shall be suitably captioned. It shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.

Videography

Contractor shall supply video films/video C.D./Digital Photograph before stating of work, during execution and completed work of important activities of the work as directed by Engineer- in-charge during currency of the project and editing them to a video film / CD of playing time not less than 90 minutes and up to 180 minutes as directed by Engineer- in- charge. Such as film shall be suitably narrative and titled indicating chainage, activities. The video cassette / CD shall be of acceptable quality and shall be capable of producing colored pictures. This is incidental to work and no payments shall be made for the same.

PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICITY CABLES AND WATER SUPPLY LINES:

During the execution of work, it is likely that the Contractor may meet with telephone cable, electrical cables, water supply lines, etc. it will, therefore, be the responsibility of the Contractor to protect them carefully. All such cases should be brought to the notice of the Engineer-in-charge by the Contractor and also to the concerned Department. Any damages whatsoever done to these cables and pipelines by the Contractor shall be made good by him at his cost.

MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR:

a) The Contractor shall provide an adequate supply of potable water for the use of laborers on work and in Camps.

b) The Contractor shall construct trench or semi-permanent latrines for the use of the Laborers. Separate latrines shall be provided for men and women.

c) The Contractor shall build sufficient number of buts on a suitable plot of land for use of the Laborers according to the following specifications. Huts of Bamboos and Grass may be constructed.

1. Huts of Bamboos and Grass may be constructed.

2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen where it is available. The neighborhood of tank, jungle, grass or wood would should be particularly avoided. Campus should not be established close to large cutting of earth work.

3. The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.

4. There should be no overcrowding. Floor space at the rate of 3 Sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and good order.

5. The Contractor must find his own land and if he wants Government land, he should apply for it. Assessment for it if demanded will be payable by Contractor. However, the Department does not bind itself for making available the required land.

6. The Contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.

7. The Contractor shall make sufficient arrangements for draining away the surface and sewage water as well as water from the bating and washing places and shall dispose of this waste water in such way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

d) The Contractor shall engage a Medical Officer with a traveling dispensary for a Camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 Kms. from the camp. In case of emergency the Contractor shall arrange at his cost for transport for quick medical help to his sick workers.

e) The Contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the engineer. At least one sweeper per 200 persons should be engaged.

f) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be followed by the Contractor.

g) The Contractor shall make arrangements for all antimalaria measures to be provided for the labours employed on the work. The antimalaria measures should be provided as directed by the Assistant Director of Public Health.

h) In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the laborer shall be applicable which will be arranged by the contractor.

SAFETY CODE :

While executing the work, necessary precautions regarding safety of labour, supervisory staff, public and traffic users shall be taken by the agency according to rules and regulations specified by the Government of India / Government of Maharashtra.

Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period works as can be done safely from ladders. When ladder is used an extra mazdoor shall be engaged for hold the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 to 4 (1 horizontal and 4 vertical).

Scaffolding or staging more than 3.25 m. above the ground or floors, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise assured at least 1 m. high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platform, gangways and stairways shall be so constructed that they do not sag unduly or is more than 3.25 m. above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.

Every opening in floor of the building or in a working platform shall be provide with suitable protection to prevent fall of persons or materials by providing suitable fencing or railing with minimum height of 1 meter.

Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length, width between side rails in a rung ladder shall in no case be less than 30 cm. for ladders upto and including 3 m. in length. For longer ladders with width shall be increased at least 6 mm. for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment's. No materials on any of the site shall be stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the Contractor, to be paid to compromise any claim by any such person.

EXCAVATION AND TRENCHING:

All trenches, 1.5 meter or more in depth, shall at all times be supplied with at least 1 ladder for each 30 meter in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground, sides of trench which is 1.5 M. or more in depth shall be stepped back to give suitable slope, or security held by timber bracing, so as to avoid the danger of sides collapsing. Excavated materials shall not be placed with 1.3 M. of edge of trench or half of depth of trench whichever is more. Cutting shall be done from top to bottom under no circumstances shall undermining or undercutting be done.

DEMOLITION:

Before any demolition work is commenced and also during the process of the work: -

a) All roads and open areas adjacent to the work site shall eight be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain electrically charged.

c) All practical steps, shall be taken to prevent danger to person employed, from risk or fire or explosion or hooding. No floor, roof or other part of building shall be so overloaded with debris of materials as to render it unsafe.

All necessary personal safety equipment's as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in condition suitable for immediate use and the Contractor shall take adequate step to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars concrete shall be provided with protective footwear and protective goggles.

b) Those engaged in handling any materials, which is injurious to eyes shall be provided with protective goggles.

c) Those engaged in welding works shall be provided with welder's protective eye-shields.

d) Stone breakers shall be provided with protection goggles and protective clothing and seated at sufficiently safe intervals.

e) When worker is employed in sewers and manholes which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before worker is allowed to get into them. Manholes opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

f) The Contractor shall not employ, men below the age of 18 and women on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken.

i) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.

ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

g) When work is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

Use of hoisting machines and shackles including the attachments, anchorage supports shall confirm to the following: -

a) i) These shall be of good mechanical construction, round materials and adequate strength and free from potent defect and shall be kept in good repair and in good working order.

ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from potent defects.

b) Every crane driver or hoisting appliance operator shall be properly
qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.

c) In case of every hoisting machine and of every chain ring hook, shackle owned and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working loads.

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

No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

d) In case of departmental machines safe working load shall be notified by the Engineer-in-charge. As regards Contractor's machines the Contractor shall notify safe working load of each machine to the Engineer-in-charge whenever, he brings it to site of work and get it verified by the Engineer-in-charge.

Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate

precaution shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced, when worker is employed. On electrical installations which are already energize insulating materials wearing approved such as gloves, sleeves and coats as may be necessary shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near place of work.

These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible ensuring compliance with the safety code shall be named therein by the Contractor.

i) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-charge or his representatives and the inspecting officers.

ii) Failure to comply with the provisions hereunder shall make the Contractor liable to pay to the Department as penalty an amount not exceeding Rs. 500/- for each default and decision of the Engineer-in-charge shall be final and binding.

Notwithstanding the above conditions 1 to 14 the Contractor is not exempted from the operation of any other Act or rules in force.

Safety in Excavation and trenching

a) All trenches, 1.5 meters or more in depth shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof.

b) Ladder shall be extended from the bottom of the trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of the edge of a trench or half of the depth of the trench, whichever is more.

c) Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting should be done.

d) Minimum check and clear edge of Trench- There is a tendency to dump the excavated material just on the edge of the trench when excavation is done manually. The material may slide back into the trench or apply additional load on shoring. A provision of clear berm of a width not less than one third of the final depth of excavation is recommended. In areas where this width of the berm is not feasible, the reduced berm width of not less than one meter should be provided. It is always better to provide substantial toe board to prevent 'roll back' into the trench.

Plant and Machinery

e) The excavation equipment should be parked at a distance of not less than the depth of the trench, or at least 6 meters away from excavated sides for trenches deeper than six meters.

f) With the use of power shovels and draglines, the banks of trenches become instable and thus dangerous

for persons working nearby. These conditions should be watched and suitably remedied.

g) The vehicles should not be permitted to be driven too close to the pit. Care should be taken for locating roads leading to or from the pit. While loading manually, the vehicle should not be taken too near the wall of the pit. Use of post legs will reduce the risk of accidents where the vehicle is reversed for loading.

h) Workers should be provided with proper tools. Overlooking the importance of providing the right tools and protective gears for the job is perhaps the most serious risk for workers.

Workers using tools should guard against the danger arising out of the sudden movement of material which may throw them off balance. They should be adequately spaced to avoid being accidentally struck by tools of others working nearby.

Fencing

j) Where deep excavation is going on and there is likelihood of the public or cattle frequenting the area, suitable protective fencing should be erected and also sufficient number of notice boards and danger signals should be provided to prevent accidents by falling in excavated trenches/pits.

k) For excavated sites close to public roads/pathways, the area notice boards should have lights during darkness hours.

l) Barriers or covering should be provided to excavations, shafts, pits and opening having a vertical fall distance of more than 2 meters, except during the period necessary for the access of persons and movement of plant, equipment and materials.

Shoring

m) As far as possible, the installation of shores should be done from the surface.

n) The trench jack or horizontal braces should never be used as a ladder for getting in or out a trench as they are not designed to take vertical load. Removal of shoring

o) When the removal of shoring is planned, the possible collapse of trench sides should be anticipated. The newly installed utility line will then be safeguarded in the normal course by being covered with loose or compact fill before the shores are removed. If the trench is likely to cave in on removal of the shores, it can be filled up to the bottom with horizontal brace, after which additional trench space can be filled up to the next horizontal brace or screw jack.

p) If the trench is to stay after the removal of shoring, the ladder should not be removed till all work within the trench is completed and the newly installed utility line has been protected or covered.

Access and Escape

q) The workers should be able to escape fast in the event of any mishap during excavation. It is recommended that one ladder should be provided for every length if 15 meters or fraction thereof in the case of relatively less hazardous work.

r) Quite often the pathways become slippery due to accumulation of mud, sand or gravel. This should be avoided. Further, the pathways should be strong enough to withstand the intended use.

Additional Precautions

s) The precautions should be taken of the power lines, cables during excavation and after operation. The alignment should be checked property prior to excavation for any power cable etc.

t) Ignorance and carelessness are major causes of accidents. Tendency to employ cheaper unskilled workers for jobs requiring proficiency sand skill can lead to accident. This should not be permitted.

u) Water for construction activities, rain water and water flowing in the drains are major cause of slides. Proper arrangement of diversion/bailing out of such water should be done.

Barricading, diversions, display boards for safety

The adequate & proper barricading shall be provided at site to have proper safety and facilitation to traffic / inhabitants in their day-to-day activities and should be decided by the Engineer in-charge to follow adequate safety measures based on prevailing site conditions. It should be ensured that the barricading has been carried out properly and display boards for diversion, warning, work in progress, schedule of completion of activity in the area are displayed at required places and proper lighting arrangement at work sites are made during night for convenience & safety of the public.

Occupied premises: -

Working in occupied or partially occupied buildings and adjacent to the general public calls for particular care, and special precautions need to be taken to protect the occupants and their visitors. Their means of access and escape must be maintained at all times and additional temporary measures may be necessary to ensure this. Measures must also be taken to protect them against falls, falling materials, dust, vibration, fumes and other hazards.

The work site is to be completely segregated from the occupied section of the building by hoarding panels. The working areas should be clearly marked and access denied to non - construction personnel.

There can also be major problems with noise levels and vibration, which affect not only the worker but also the occupants of the building. Where it is reasonably practicable, noise-reduced compressors and other machinery is to be used to reduce the inconvenience. The maximum noise levels near the construction site should be limited to 65 dB (A) Leq (5 min.).

It will be necessary to carry out noise monitoring to ensure this compliance.

Acoustic barriers should be placed near construction sites.

The existing staircase shall not be used by Contractor as well as construction crew personnel for shifting of construction materials as it is a office area.

Contractor has to make his own arrangement for construction of upper floor by means of constructing temporary staircase or by using Crain at his own cost.

The handling / collection of the construction material and equipment shall not make inconvenience to the staffs / building users.

The Contractor shall have to follow the instructions of collector or his representative for non-disturbance during the period of construction.

Contractor shall be fully responsible for any mishaps / accident at the time of construction.

No extension of time limit / extra claims will be entertained if delay in construction happens because of instructions given by collector or his representative regarding non-disturbance condition.

The collector office premises / site shall be kept clean by removing the debris, waste construction material on day-to-day basis.

SERVICES: -

Services should be inspected prior to commencement of the work. Arrangements must be made before the starting date to ensure that services to the occupied part of the building are not compromised and that any supplies to the work area are sufficient to cope with demand. Consideration should be given to fitting RCD breakers on services to the occupied section that could be damaged by contractor's activities.

Where work is to be carried out on the drainages system, it must be done in such a way as to leave the drainage to the occupied section in a working condition and protected from rodent infestation.

The contractor's offer shall be deemed to include the expenses for all the above safety provisions under clause 33.

DURING DEFECT LIABILITY PERIOD

1) Defect Liability shall mean the obligation of Contractor to undertake the following Works as per the specifications, to the satisfaction of Engineer- in-charge.

i. To complete any work which is outstanding in date stated in Taking Over Certificate within a stipulated time as directed by Engineer- in-charge and

ii. To execute all work required to remedy defects or damage as may be as notified by Engineer- in-charge on or before the expiry date of the defects notified by the Engineer- in- charge for the Works or sections as the case may be. If a defect appears or damage occurs the Contractor shall be notified accordingly by the Engineer- in-charge or his authorized representative on his behalf. The Contractor shall remedy the defects/ damages notified to him within a time period as stipulated by Engineer- in-charge. If the Contractor fails to remedy/ rectify the defects or damages by this notified date, it shall be executed at the risk and cost of Contractor.

2) The Contractor has to commence the remedying work as soon as possible and, in any case, not later the 3 days of its communication by the Engineer- in-charge and complete the same within 7 days maximum or in a time period as directed by Engineer- in-charge. In case the Contractor fails to start the remedying work within above specified period, the department will take necessary action to carry out such Works at the risk and cost of the Contractor and the amount so incurred will be recovered from the Contractor from any such amount payable to the Contractor by the Government or though the deposit available with the department and even as recovery of land revenues if necessary.

3) The agency will have to make all necessary arrangements for smooth flow of traffic till the time the remedying rectification work is completed or also this will be done by the department at the risk and cost of Contractor. The Contractor's liability of maintaining the road to the required specifications will commence right from the date of issue of notice to proceed with the work till the expiry of defect liability period. The extends to the untracked portion of work also.

4) Visit of Contractor During Defect Liability Period

Contractor shall carry out one inspection in every 3 months during the first year after completion of the work and carry minimum 2 inspections per year for the remaining 2 years of Defect

Liability Period. However, during rainy season, the Contractor shall undertake such an inspection every month till the monsoon is over. The inspection shall be in the company of the representative of Engineer- in-charge. The defects noticed during the inspections shall be recorded and signed by the Contractor and representative of Engineer- in-charge. The Contractor shall rectify the defects if any, within 7 days or such period as may be notified by the Engineer- in-charge.

GENERAL GUIDELINES FOR WATERPROOFING WORK FOR REFERENCE OF CONTRACTOR

(NOTE: - The contractor is required to give detailed specifications for each item of waterproof work).

1. Proof slab and Terrace:

Providing average 112 mm thick cement based waterproofing treatment with brick bat coba bedding by keeping the treatment minimum 75mm thick at the rain water pipe point and keeping the gradient not flatter than 1 in 100.

a) Cleaning the surface to the requirements.

b) Giving a cost of wash mixed with cement.

c) Providing 12mm thick cement mortar bed with admixture of waterproofing compound to form a bed for brick bats. Special care shall be taken at the junction of parapet and terrace slab to ensure gaps, if any, are properly sealed.

d) Placing brickbats of varying sizes (average 80mm tick) to a proper slope and grouting their joints with chemical process in cement mortar with 2% with waterproofing compound.

e) Providing all around the terrace large waterproof wattas (rounding's) upto a height of 30 cm. in P.C.C. or as directed above the furnished level of waterproof treatment.

f) Finishing and curing for 14 days.

g) Carrying out the test. Payment for the item shall be released only after results of pond test are satisfactory.

2. Toilets:

a) Cleaning the surface to the Department's requirements.

b) Giving a coat of wash mixed with cement.

c) Providing 25mm thick waterproof treatment to the bottom of toilet floors.

d) Providing 20mm to 25mm thick cement mortar waterproof treatment to the walls of toilets up to the height of 1.00 meter above the finished floor level.

e) Providing waterproof watt as all around the toilets.

f) Grouting the mouths of inlets and outlets.

g) Filling sunk portion with brick bats including water proof mortar and the top surface left rough to from a key for tiles.

OVERHEAD TANK:

The work under some items in Schedule 'B' of the tender pertains construction of underground / overhead water tank. After completion of the work, water tank as a whole shall be tested for water tightness and leakages if any shall be rectified forthwith without any extra cost to the Department.

GUARANTEE BOND FOR WATERPROOFING AND POLYURETHANE

(On Stamp Paper worth Rs. 500/-)

NAME OF WORK: CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

NAME OF AGENCY:

AGREEMENT NO.:

The Contractor thereby declared that the waterproofing work carried out under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained / mentioned in the clause hereof and the contractor hereby guarantee that the said work would continue to conform to the description and quality aforesaid for a period of ten years from the date of handing over the said work to the Department and notwithstanding the fact that the Department may have inspected and or approved the said work. If during the aforesaid period of ten years, the said work be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Engineer-in-charge in that behalf will be final and conclusive) the Department will be entitled to reject the said work or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the work will be at the Contractor's risk and all the provisions herein contained relating to rejection of work etc. shall apply. The contractor shall, if so, called upon have to make good the work etc. or such portion thereof, as is rejected by the Engineer-in-charge, otherwise the contractor shall pay to the Department, such damages, as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Department in that behalf under this contract or otherwise.

Date :

Place :

Contractor

14. SCHEDULE "A"

NAME OF WORK: CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

Schedule showing (approximately) the materials to be supplied from MFDC Store for Work contracted tobe executed and Preliminary and ancillary Works and the rates at which these are to be charged for:

Sr. No.	Particulars	Quantity	Rate in		Place of Delivery
			Figures	Words	
	NIL				

NOTE: - The person or firm submitting the tender should see that the rates in the above scheduleare filled by the Executive Engineer, Maharashtra Fisheries Development Corporation Limited, Mumbai, on the issue of the form prior to the submission of the tender.

15. ADDITIONAL CONDITIONS FOR MATERIALS (CEMENT, STEEL ETC.) BROUGHT BY CONTRACTOR

1. All materials such as cement, steel and Bitumen etc. required for execution of work shall be brought by the contractor at his own cost.
2. The contractor shall maintain the record of these materials (Cement, Steel and Bitumen) in the prescribed proforma and registers as directed by Engineer-In-charge. The sample of prescribed proforma shall be given by department at the time of Execution. These registers shall be signed by both the contractor and Engineer-In-charge or their representative. These registers shall be made available for inspection, verification for the department as and when required. These registers shall be in the custody of the department and shall be maintained by the department.
3. The material required only for this work shall be kept in the godown at site. No material shall be shifted outside of the godown except for the work for which this agreement is entered, without prior approval of the Engineer-In-charge.
4. The material i.e. cements, steel and Bitumen etc. brought on the work site shall be accompanied with the necessary company/ Manufacturing firms test certificates. In addition, this material shall be tested as per frequency prescribed by the department and the cost of such testing shall be borne by the Contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, if so, requested by the contractor in writing, material will be allowed to be used before receipt of test results but this will be entirely at the risk and cost of the contractor.
5. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase, octroi receipts etc. for the purchase of material brought on the work site at once, if so, requested by the department.
6. All these material i.e. cement, steel and Bitumen etc. shall be protected from any damages, rainsetc. by the contractor at his own cost.
7. Contractor shall provide Latest ISO system Mobil Phone for side officer of MFDC.
8. The contractor will have to erect temporary shed of approved specifications for storing of above materials at work site at his cost having double lock arrangements (By Double lock it is meant that godown shall always be locked by two locks, one lock being owned and operated by Contractor and other by Engineer-In-charge or his authorized representative and the door shall be openable only after both locks are opened.)
9. If required, the weighment of cement, steel etc. brought by the contractor shall be carried out by the contractor at his own cost.
10. The contractor shall not use cement and other materials for the item to be executed outside the scope of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer-In-charge.
11. The Government shall not be responsible for the loss in cement, steel etc. during transit to work site. The cement brought by the contractor at the work site, store shall mean 50kg. Equivalent to 0.0347 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary/ controlled concrete, if cement is found short, the shortage/ shortages will be made good by the contractor at his cost.

12. **INDEMNITY:** The condition regarding indemnity as defined at Sr. No**. 8.25** will apply mutatis/ mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.
13. In case the material brought by the contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of Engineer-In-charge.
14. All empty bags shall be property of the contractor and the same shall be removed immediately after completion of work.
15. Cleaning of site is fully contractors' responsibility.

16. CONTRACTOR'S TEMPORARY STRUCTURES

The Contractor may, at his own expense, and subject to the approval of the Engineer-in-charge and statutory authorities, construct offices, stores, workshop and accommodation for staff and laborer in the area allocated to him and remove the same as per the orders of the Engineer-in-charge on completion of the Contract.

16.1 Temporary Diversions, Maintenance of Same and Traffic Management

In addition to provision made herein, it is stipulated that the Contractor shall construct, maintain and carry out the traffic management including the safety features, for all temporary diversions.

16.2 Site office

The Contractor shall, for the purpose of supervision of Works & management of work schedule establish fully furnished site office having required floor area & amenities at the place as approved by the Engineer-in-charge. The Contractor shall provide the furniture as per the list as below.

LIST OF FURNITURE TO BE PROVIDED & MAINTAINED FOR ENGINEER'S SITE OFFICE

Sr. No.	Item	Specification	No. Reqd.
1	Executive Table (for the Engineer)	Make Godrej Model No. T-108 or equivalent	1 No.
2	Executive Chair (for the Engineer)	Make Godrej Model No. PCEH-701 or equivalent	2 No.
3	Ordinary chair type 1	Make Godrej Model No.CHR-6 or equivalent	4 No.
4	Water Cooler	Standard Make	1 No.
5	Air conditioner	Standard Make	1 No.
7	Desktop/ Laptop	All latest Hardware	2 No.
8	Assistant Typist	Any Graduate	1 No.
9	Office Boy	S.S.C Passed	2 No.
10	Laser Color Printer	Standard Make	1 No.
11	Steel Cupboard 1980 mm x 915 mm x 485mm	Make Godrej Model No.1 Store well plain or equivalent	1 No.

16.3 FACILITIES

1) Contractor should provide at his own cost, temporary site office in the form of A.C. Porta cabin with all required furniture cupboards etc. including two Desktop or Laptop with internet facility, Motorola Edge 50 Ultra 5G (12 GB RAM 512 GB Inbuilt Memory), colour printer, scanner, additional porta cabin for sanitation facility for Govt. Engineers which will belong to contractor, after completion of project contractor may take out his property at his own except Motorola Edge 50 Ultra 5G (12 GB RAM 512 GB Inbuilt Memory).

2) During construction necessary precaution should be taken by contractor for security of the plot from encroachment dumping of debris etc.

3) Contractor should provide at his own cost, CCTV Camera system with 24-hour recording and internet facility. All required access and password should provide to MFDC officials for monitoring project activities.

4) Contractor should provide two numbers of four wheelers with fuel and driver for staff conveyance/ pickup-drop at his own cost, after completion of project contractor may take out his property at his own. No claim on this account shall be entertained.

THE SITE OFFICE WILL HAVE TO BE ESTABLISHED ON WORK SITE ONLY.

16.4 LABORATORY FOR TESTING

The Contractor shall for the purpose of testing the materials establish a field laboratory of adequate floor area as approved by Engineer-in-charge. The Contractor shall provide all equipment's and amenities as per the details mentioned in MORT& H specification clause No. 121.3.1

16.5 The Contractor will make arrangements to carry out various tests in the field laboratory established for this purpose. The 70% sample could be tested at the field laboratory and 30% samples shall be got tested in the Government laboratory or laboratory approved by the Engineer- in-charge. The charges of testing the material in Government or Government approved laboratory or recognized laboratory approved by Engineer- in-charge shall be borne by the Contractor only.

16.6 The material for which test cannot be carried out at the field laboratory shall be tested at the Government laboratory approved by the Engineer- in-charge. The material which cannot be tested at Government laboratory shall be tested at the recognized laboratory approved by the Engineer- in-charge in presence of the Engineer- in-charge or his authorized representative.

ANNEXURE – I

DECLARATION OF THE CONTRACTOR

NAME OF WORK: CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, steel, high quality anticorrosive component polyurethane coating etc.) and labour on which I/We have based my/our rates for this work. The specifications, conditions, drawings, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials duly approved by the Executive Engineer, Maharashtra Fisheries Development Corporation Limited or his duly authorized representative, before starting the work and to abide by his decision.

I hereby undertake to pay the laborers engaged on the work as per minimum wages Act-1948 applicable to the zone concerned.

Signature of Contractor(s)

ANNEXURE – II

DECLARATION OF THE CONTRACTOR NOT BARRED/ BLACKLISTED

Declaration B

I, Mr./Mrs._____, Proprietor of_____, declare that my Company or I am Not Barred/ Blacklisted / Prevented from participation in any Tender/ Bidding Procedure by any government Agency in India.

Signature of Contractor(s)

ANNEXURE – III

DECLARATION OF THE CONTRACTOR NON-LITIGATION

Certificate Of Non-Litigation

I, Mr./Mrs._____, Proprietor of_____, hereby certify that there are no pending or threatened actions of Law that will affect the dedication of Work for the Project. I further declare that, there was never/is No Litigation or charge under investigation/enquiry/trial against me/us, nor Conviction in a court of Law during last 7 years.

Signature of Contractor(s)

ANNEXURE – IV

AFFIDAVIT
(On Rs. 500/- Stamp Paper)

NAME OF WORK: - CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

I,Mr./Mrs._____, Age_____

Address_____ (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm _____/ Authorized signatory and I am submitting the documents in envelope No. 1 for the purpose of scrutiny of contract. I/We hereby agree to the condition of contract that I/We shall not claim any compensation/ Interest from Government on Account of delay in payment of R.A. Bills / Final Bill due to paucity of funds.

Date: -

Place: -

Signature of Contractor(s)

ANNEXURE "X"

Sr. No.	List of Documents	Attachment's	Page No.
1	GST registration certificate as per Goods and Service Tax Act.	GST Certificate:	
2	A minimum annual financial turnover of **Rs. 86,63,331/-** or more in any of the last Five years at price level of 2025-26.	Year: Turnover:	
3	Valid certificate as a Registered Contractor with the PWD/MCGM in appropriate class as may be applicable in original or attested copy thereof (Attested by a Gazette Officer)		
4	Experience of having *Definition of Similar works* **Construction of Building, - Three completed** similar work not less than **Rs. 46,20,443/-** Or **Two completed** similar work not less than **Rs. 57,75,554/-** Or **One completed** similar work not less than **Rs. 92,40,886/-**	Name of Work: Department: Completion Amount: Similar work done certificate	
5	Satisfactory executed in any one year of last Five years, the following minimum quantities of work.		

Sr. No.	Item Description	Quantity		
1	Providing & Laying M 30 Concrete or above	40 Cum	Name of Work: Item No.: Executed Quantity:	
2	Providing Cement Plaster	305 Sqm	Name of Work: Item No.: Executed Quantity	
3	Excavation for foundation	84 Cum	Name of Work: Item No.: Executed Quantity:	

6 **List of technical personnel required for the work**

Sr. No.	Name	Qualification	Experience	No. of Personnel		
1.	Sr. Engineer	B.E (Civil)	05 Year	1	Employee Name: Qualification: Passing Year:	
2.	Jr. Engineer	B.E (Civil)	03 Years	1	Employee Name: Qualification: Passing Year:	
3.	Site Supervisors	DCE/12th Pass	03 Years	2	Employee Name: Qualification: Passing Year:	

7 **List of Plant &Machinery: Owned/ leased required for the work.**

Sr. No.	Equipment	Min. Requirement		
1	Ajax Mixer	1	1.Name of Owner: 2.Capacity:	
2	Needle Vibrator	3	1.Name of Owner: 2.Capacity:	
3	Water Tanker 2000 Ltr	1	1.Name of Owner: 2.Registration Number:	

	4	Dewatering pump 10HP capacity	1	1.Name of Owner: 2.Registration Number:	
	Machinery Owned/Leased will be allowed. For leased Machinery lease agreement with registration certificate				
8	List of Litigation/ Arbitration history during last 5 years. The bidder must submit NIL litigation certificate(s) in case of no litigation. **ANNEXURE – III**				
9	The Bidder must submit a declaration stating that he is not debarred / blacklisted / prevented from participating in any tender/ bidding procedure by any govt. agency in India. **ANNEXURE – II**				
10	Scanned from original copy of Affidavit regarding completeness, correctness and truthfulness of documents submitted on Rs. 500/- stamp paper as per prescribed proforma given in 3.3.4. Sworn before Executive Magistrate/Notary.				
11	Scanned from original copy of Registration of Firm, Partnership Deed and Power of Attorney, in case of a firm tendering for work.				
12	The contractor shall not be entitled to claim any compensation/interest from Government/MFDC on account of delay in payment of R.A. Bills/ Final bill due to paucity of funds. The contractor shall submit the undertaking in this regard in the format given **ANNEXURE – IV** on Rs. 500/- Stamp Paper.				
13	Bidder should not have booked loss in last Five years. CA's UDIN registered certificate must be submitted along with bid to authenticate the values.				
14	**ANNEXURE "I"**				
15	**Bid Capacity** **(Must be certified by Chartered Accountant)** Assessed Available Bid Capacity = (A x N x 2) – B Where, A= Maximum value of civil Engineering works executed in any one year during the last Five years (updated to 2025-26 level) taking into account the completed as well as works in progress. N = No. of years prescribed for completion of the works for which tenders are invited. B = Value (updated to 2025-26 level) of existing commitments and ongoing works to be completed during the year.				
16	**ANNEXURE "X"**				

16. SCHEDULE B

CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG

SCHEDULE - 'B'

Item No.	Qty	Unit	Description of Item	Rate	Rs in Words	Per Unit	Amount
1	2	3	4	5	6	7	8
			Part A- Civil Works				
Auction Hall							
1	133.00	Cubic Metre	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 metre beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. - (Lift upto 1.5 metre)	207.00	Rupees Twenty-seven Thousand Five Hundred Thirty-one Only	Per One Cubic Metre	27,531.00
2	27.08	Cubic Metre	Excavation for foundation in earth, soil of all types, sand, graval and soft murum, including removing the excavated material up to a distance of 50 metre beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift from 1.5 metre to 3.0 metre)	258.00	Rupees Six Thousand Nine Hundred Eighty-six Paise Sixty-four Only	Per One Cubic Metre	6,986.64

3	65.73	Cubic Metre	Providing dry dry/ trap/ granite/ quartzite/ gneiss rubble stone soiling 15 centimetre to 20 centimetre thick including hand packing and compacting, etc. complete.	2196.14	Rupees One Lakh Forty-four Thousand Three Hundred Fifty-two Paise Twenty-eight Only	Per One Cubic Metre	1,44,352.28
4	38.93	Cubic Metre	Providing and laying Cast in situ/Ready Mix, cement concrete in M-20 of trap/ granite/ quartzite/ gneiss metal for foundation and bedding including bailling out water, formwork, laying/ pumping, compacting and curing etc. complete, with fully automatic microprocessor based Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc).	8011.36	Rupees Three Lakh Eleven Thousand Eight Hundred Eighty-two Paise Twenty-four Only	Per One Cubic Metre	3,11,882.24
5	100.58	Cubic Metre	Filling in plinth and floors with approved excavated materials in 15 centimetres to 20-centimetre layers including watering and compacting, etc. complete.	120.00	Rupees Twelve Thousand Sixty-nine Paise Sixty Only	Per One Cubic Metre	12,069.60
6	13.41	Cubic Metre	Providing and filling in the foundation with sand of approved quality including watering, compacting, etc. complete.	3048.61	Rupees Forty Thousand Eight Hundred Eighty-one Paise Eighty-six Only	Per One Cubic Metre	40,881.86

7	15.21	Cubic Metre	Providing and laying Cast in situ / Ready Mix cement concrete M-30 of trap / granite /quartzite/ gneiss metal for reinforced cement concrete work in foundations like raft, strip foundations, grillage and footings of reinforced cement concrete columns and steel stanchions, etc. including bailling out water, formwork, cover blocks, compaction, curing and roughening the surface if special finish is to be provided (Excluding reinforcement and structural steel), etc. complete, with fully automatic microprocessor based Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. with fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc).	8743.22	Rupees One Lakh Thirty-two Thousand Nine Hundred Eighty-four Paise Thirty-eight Only	Per One Cubic Metre	1,32,984.38
8	9.88	Cubic Metre	Providing and laying cast in situ / Ready Mix cement concrete M-30 of trap metal for reinforced cement concrete columns as per detailed designs and drawing or as directed, including centering, formwork, cover blocks, compaction, finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing, etc. complete. (Excluding reinforcement). with fully automatic microprocessor based Programmable Logic Controller with Supervisory	15422.22	Rupees One Lakh Fifty-two Thousand Three Hundred Seventy-one Paise Fifty-three Only	Per One Cubic Metre	1,52,371.53

			Control and Data Acquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand (For Ground Floor).				
9	25.39	Cubic Metre	Providing and laying cast in situ / Ready Mix cement concrete M-30 of trap / granite /quartzite/ gneiss metal for reinforced cement concrete beams and lintels as per detailed designs and drawings or as directed including steel centering, formwork, cover blocks, laying/pumping, compaction and roughening the surface if special finish is to be provided and curing complete. (Excluding reinforcement and structural steel). with fully automatic microprocessor based Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc) (For Ground Floor).	13907.22	Rupees Three Lakh FiftyThree Thousand One Hundred Four Paise ThirtyTwo Only	Per One Cubic Metre	3,53,104.32

10	25.52	Cubic Metre	Providing and laying cast in situ / Ready Mix cement concrete M-30 of trap/ granite / quartzite/ gneiss metal for reinforced cement concrete slabs and landings as per detailed designs and drawings including steel centering, formwork, cover blocks, laying/pumping, compaction, finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing, etc. complete. (Excluding reinforcement and structural steel). with fully automatic micro processor based Programmable Logic Controller with Supervisory Control and Data Aquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand /Crushed sand VSI Grade finely washed etc) (For Ground Floor).	15571.22	Rupees Three Lakh NinetySeven Thousand Three Hundred SeventySeven Paise FiftyThree Only	Per One Cubic Metre	3,97,377.53
11	10.12	Metric Ton	Providing and fixing in position HCRM / CRS (Corrosion Resistant Steel) bar reinforcement of various dias for reinforced cement concrete pile caps, footings, foundations, slabs, beams and columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed design and drawings and schedules including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required completed. (For Ground	94484.11	Rupees Nine Lakh FiftySix Thousand One Hundred SeventyNine Paise Nineteen Only	Per One Metric Ton	9,56,179.19

			Floor)				
12	11.37	Cubic Metre	Providing laterite stone masonery in cement mortar 1:6 in foundation and plinth including racking out joints when plastering is to be done/striking joints when no plastering is to be done watering and scaffolding complete.	6416.68	Rupees SeventyTwo Thousand Nine Hundred FiftySeven Paise SixtyFive Only	Per One Cubic Metre	72,957.65
13	83.57	Cubic Metre	Providing laterite stone masonery in cement mortar 1:6 in superstructure including racking out joints when plastering is to be done/striking joints when no plastering is to be done watering and scaffolding complete.	7131.72	Rupees Five Lakh NinetyFive Thousand Nine Hundred NinetySeven Paise EightyFour Only	Per One Cubic Metre	5,95,997.84
14	265.83	Square Metre	Providing internal cement plaster 6 millimetre thick in single coat in cement mortar 1:3 without neeru finish to concrete or brick surfaces, in all positions including scaffolding and curing, etc. complete. (For Ground Floor)	240.12	Rupees SixtyThree Thousand Eight Hundred ThirtyOne Paise Ten Only	Per One Square Metre	63,831.10
15	261.33	Square Metre	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1Kilogramper cement bag curing the same for not less than 2 days and	672.68	Rupees One Lakh SeventyFive Thousand Seven Hundred NinetyOne Paise FourtySix Only	Per One Square Metre	1,75,791.46

			keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc.complete.				
16	265.83	Square Metre	Providing and applying two coats of wall care putty on plastered surface and ceiling and walls to prepare surface even and smooth approved make etc complete. (For Ground Floor)	90.00	Rupees TwentyThree Thousand Nine Hundred TwentyFour Paise Seventy Only	Per One Square Metre	23,924.70
17	265.83	Square Metre	Providing and applying priming coat on concrete / masonary / Asbestos Cement / plastered surfaces including scaffolding if necessary, preparing the surface by throughly cleaning oil, grease, dirt and other foreign matters and sand papering as required, etc. comlpete. (For Ground Floor)	36.00	Rupees Nine Thousand Five Hundred SixtyNine Paise EightyEight Only	Per One Square Metre	9,569.88
18	261.33	Square Metre	Providing and applying two coats of exterior weather shield paint of approved manufacture and of approved colour to the plastered surfaces including cleaning, preparing the plaster surface, applying primer coat, scaffolding if necessary, and watering the surface for two days etc complete. NOTE: For Item One Number 15 to 18 prior approval of Superintending Engineer will be necessary	295.00	Rupees SeventySeven Thousand NinetyTwo Paise ThirtyFive Only	Per One Square Metre	77,092.35

19	168.53	Square Metre	Providing and laying machine cut machine Polished Kota stone flooring 25mm to 30mm thick and required width in plain/ diamond pattern on bed of 1:6 C. M. including cement float, filling joints with neat cement slurry, curing, polishing and cleaning etc. complete	1303.71	Rupees Two Lakh Nineteen Thousand Seven Hundred Fourteen Paise TwentyFive Only	Per One Square Metre	2,19,714.25
20	5000.00	Litre	Providing and fixing H.D.P container one piece moulded water tank made out of low density polythyler and built corrugation including of delivery up to destination hoisting and fixing of accessories such as inlet, outlet overflow of all tanks capacity above 1000 to 20,000 litres	11.00	Rupees FiftyFive Thousand Only	Per One Litre	55,000.00
21	6.48	Cubic Metre	Providing and fixing frame with / without ventilator of size as specified with Country cut teak wood for doors and windows including chamfering, rounding, rebating, iron holdfast of size 300mm x 40mm x 5mm with oil painting, etc. complete	200050.00	Rupees Twelve Lakh NinetySix Thousand Three Hundred TwentyFour Only	Per One Cubic Metre	12,96,324.00
22	28.80	Square Metre	Providing and fixing Country cut teak wood double or single leaf second class fully panelled door shutter with 35mm thick style and rail with 25 mm thick panels with openable fan light as per detailed drawings. Excluding the door frame 60mm x 100mm stainless steel fixtures and fastening and finishing the wood work with oil painting 3 coats. (Excluding the door frame)	9574.00	Rupees Two Lakh SeventyFive Thousand Seven Hundred ThirtyOne Paise Twenty Only	Per One Square Metre	2,75,731.20

23	10.80	Square Metre	Providing and fixing in position (as per 1868 / 1982) Alluminium sliding window of three tracks with rectangular pipe 95 x 38.10 x 0.90 mm at weight 0.637 Kilogram/One Running Metre. with window frame bottom track section 92 x 31.75 x 1.30 mm at weight 1.070 Kilogram/One Running Metre.. Top and side track section 92 x 31.75 x 1.30 mm at weight 0.933 Kilogram/Running metre. The shutter should be of bearing bottom 40 x 18 x 1.25 mm at weight 0.417 Kilogram/One Running Metre. Inter locking section 40 x 18 x 1.10 mm at weight 0.469 Kilogram/Running metre. and handle and top section 40 x 18 x 1.25 mm at weight 0.417 Kilogram/Running metre. As per detailed drawings and as directed by Engineer in charge with all necessary Aluminium sections fixtures and fastenings such as roller bearing in nylon casting and self-locking catch fitted in vertical section of shutter including 5 mm thick plain glass and aluminium mosquito net shutter with stainless steel jail with all required screws and nuts etc, complete. With colour Anodising with box	5502.00	Rupees FiftyNine Thousand Four Hundred TwentyOne Paise Sixty Only	Per One Square Metre	59,421.60
24	10.80	Square Metre	Providing and fixing mild steel grill work for windows, ventilators etc. 20 Kilogram/ One Square Metre as per drawing including fixtures, necessary welding and painting with one coats of anticorrosive paint and	2097.00	Rupees TwentyTwo Thousand Six Hundred FourtySeven Paise Sixty Only	Per One Square Metre	22,647.60

			two coats of oil painting complete				
25	33.48	Square Metre	Providing sills of required material 20mm to 25mm thick, on a bed of cement mortar 1:4 including cement float, filling joints with neat cement slurry, curing, polishing, rounding edges, cleaning complete. b) Granite	3886.00	Rupees One Lakh Thirty Thousand One Hundred Three Paise TwentyEight Only	Per One Square Metre	1,30,103.28
26	265.83	Square Metre	Providing and applying plastic emulsion paint of approved quality, colour and shade to old and new surfaces in two coats including scaffolding, preparing the surface. (excluding the primer coat)etc. complete.	80.00	Rupees TwentyOne Thousand Two Hundred SixtySix Paise Fourty Only	Per One Square Metre	21,266.40
27	69.30	Square Metre	Providing and fixing aluminium grill diamond mesh type DG202 of 7.5 mm thick including fixing in position anodised aluminium frame section of 80 x 38 mm x 1.22 mm size box, cutting to the required size with all wastage , labour, lead lift etc. complete.	5870.00	Rupees Four Lakh Six Thousand Seven Hundred NinetyOne Only	Per One Square Metre	4,06,791.00

28	170.13	Square Metre	Waterproofing Treatment to new terrace by using Polymeric Cementitious Membrane as approved by Engineer in charge, followed by 112mm thick brick bat coba covered with 20 mm mortar finish. If there are cracks on the bare slab, open the crack in V Groove and fill it with ready to use repair polymer modified mortar based on special cements, aldehyde-based polymers with thixotropy modifying agents. If there are lots of honeycombs and identified bad patches of concrete the same should be grouted as per the instructions of site in charge. (The grouting shall be paid separately). Clean the entire surface thoroughly and over this prepared surface, apply three coats of polymeric Cementitious waterproofing coating having a non-toxic, 2-(methoxycarbonyl)-1-propene-Butyl-2 propenoate (MPBP) based polymeric waterproofing solution as approved by Engineer in charge. Provide and lay 112 mm average thickness of brick bat coba in cement mortar 1:5 over 12mm thick CM 1:3 bedding with one pouch of 330 grams of thorough blend of special cements, aldehyde based polymers, shrinkage compensating agents as approved by Engineer in charge per 50 Kg bag of cement and finishing with 20 mm thick cement plaster in cement mortar 1:3 by mixing one 330 grams	1532.00	Rupees Two Lakh Sixty Thousand Six Hundred ThirtyNine Paise Sixteen Only	Per One Square Metre	2,60,639.16

			pouch of above admixture per 50 Kg bag of cement, including all lead, lifts and laid to proper slope to drain off water entirely preparing bell mouth including watta, bevelled or champhered portion at the junction of parapet and work up to a height of 300 mm or as directed and including finishing the top layer of waterproofing treatment with false marking of 30 cm x 30 cm or as directed, curing and covering the whole treatment. MPBP Polymeric Waterproofing Coating for Concrete and Masonry should have following minimum properties: (1) Elongation % (ASTM D412-2016): @ 100% (2) Tensile Strength N/mm2 (ASTM D412-2016): 3.3 (3) Specific Gravity: 1.02 ± 0.02 (4) Total Solids (ASTM D1644-2012): 43.98 (5) Hardness Shore A (ASTM D2240-2015): 82				

29	105.00	Square Metre	Providing and fixing polyvinyl chloride Rain water pipes of 110 millimetre outer and having wall thickness of 2.2 millimetre to 2.7 millimetre confirming to Indian standard 13592-1992 including proper rain water receiving recess with polyvinyl chloride plug, bends, necessary fittings, such as offset shoes, including fixing the pipe on wall using approved wooden cleats projecting 25 millimetre to 40 millimetre from face of wall a fixing with clips of approved quality and number, filing the joint using rubber gasket with solvent cement and properly resting the shoe of pipes on cement concrete or masonry blocks, including necessary scaffolding and polyvinyl chloride maintenance for three years for any leakages or dislocations of pipes. All the fittings and additional two-piece socket clips shall be got approved from engineer in charge etc. complete.	569.00	Rupees FiftyNine Thousand Seven Hundred FourtyFive Only	Per One Square Metre	59,745.00
30	50.00	Square Metre	Providing and fixing on walls/ ceiling/ floor 15 mm dia. CPVC pipe with necessary fittings, remaking good the demolished portion etc. complete. Including removing existing pipe line if necessary and conveying and stacking the same in PWD chowky or as directed etc. complete.	266.00	Rupees Thirteen Thousand Three Hundred Only	Per One Square Metre	13,300.00

31	100.00	Square Metre	Providing and fixing on walls/ ceiling/ floor 20 mm dia. CPVC pipe with necessary fittings, remaking good the demolished portion etc. complete. Including removing existing pipe line if necessary and conveying and stacking the same in PWD chowky or as directed etc. complete.	310.00	Rupees ThirtyOne Thousand Only	Per One Square Metre	31,000.00
32	5.00	Number	Supplying and fixing Weighing Machines	5200.00	Rupees TwentySix Thousand Only	Per One Number	26,000.00
33	1.00	Number	Supplying and Fixing Pressure wash unit	50000.00	Rupees Fifty Thousand Only	Per One Number	50,000.00
34	28.80	Square Metre	Providing and fixing 30mm thick PVC FLUSH L DOOR SHUTTER consisting of panel of hollow PVC profile of 20 mm thickness consisting frame made out of M.S. tubes of 19 gauge thickness and size of 19mm x 19mminserted inside the hollow section of stiles rails top ?and bottom rails and two 19x 19 mm MS tubes inserted horizontally inside the hollow profile section using 4/5 mm sheet using screws hollow profile shall be lipped with 10 mm (5mm x2) thick x 20 mm width on stiles and rails using solvent cement. The inner panel shall be laminated with 5mm thick termite proof waterproof plain /prelam PVC sheet using solvent cement on the both sides of the panel including stainless steel fixtures and fastening etc. Complete as per direction of Engineer incharge, manufacturers specification and drawing.	6548.00	Rupees One Lakh EightyEight Thousand Five Hundred EightyTwo Paise Fourty Only	Per One Square Metre	1,88,582.40
Auction Hall Electricity							

35	70.00	Metre	Supplying and erecting PVC trunking (PVC casing-n- capping) of size 25 mm with accessories on wall/ceiling as per specification No: WG-MA/CON. (1-2-7)	44.00	Rupees Three Thousand Eighty Only	Per One Metre	3,080.00
36	90.00	Metre	Supplying and erecting mains with 2x1.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification No: WG-MA/BW (1-3-1)	40.00	Rupees Three Thousand Six Hundred Only	Per One Metre	3,600.00
37	70.00	Metre	Supplying and erecting mains with 1x1.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification No: WG-MA/BW (1-3-1)	21.00	Rupees One Thousand Four Hundred Seventy Only	Per One Metre	1,470.00
38	10.00	Each	Supplying and erecting modular type (two module) electronic step regulator for fan, duly erected on provided plate and box with wiring connections complete. (1-6-23)	382.00	Rupees Three Thousand Eight Hundred Twenty Only	Per One Each	3,820.00
39	20.00	Point	Point wiring for light/bell/exhaust fan in PVC trunking (casing-capping) with 1.5 sq.mm (2+1E) FRLSH grade copper wire, modular type switch, earthing and required accessories as per specification No: WG-PW/SW (1-7-19)	552.00	Rupees Eleven Thousand Fourty Only	Per One Point	11,040.00
40	10.00	Point	Point wiring for ceiling fan in PVC trunking (casing- capping) with 1.5 sq.mm (2+1E) FRLSH grade copper wire, modular type switch, earthing and required accessories as per specification No: WG-PW/SW (1-7-20)	610.00	Rupees Six Thousand One Hundred Only	Per One Point	6,100.00

41	6.00	Point	Wiring for plug on board with Switch socket surface/concealed type, copper wiring and earthing and with modular accessories as per specification No:WG-PW/CW (1-7-26)	386.00	Rupees Two Thousand Three Hundred Sixteen Only	Per One Point	2,316.00
42	20.00	Each	Supplying and erecting anodized aluminium corridor / passage light LED fitting (4 feet) Max. 22W with high transitivity diffuser with system lumens output of Min.2200 lumens, min. efficacy of 100 lumen/W, CRI>80, CCT upto 6000K, Beam Angle of 110 deg.	836.85	Rupees Sixteen Thousand Seven Hundred ThirtySeven Only	Per One Each	16,737.00
43	10.00	Each	Supplying and erecting regular/ standard model ceiling fan of 1400mm. sweep complete erected in position as per specification no. FG-FN/CF(2-10-3)	2275.00	Rupees TwentyTwo Thousand Seven Hundred Fifty Only		22,750.00
44	10.00	Each	Supplying and fixing anchor type fastener fan hook, with 2 nos. of 10 mm dia x 75 mm long with necessary materials for ceiling fan.(2-11-2)	103.00	Rupees One Thousand Thirty Only	Per One Each	1,030.00
45	6.00	Each	Supplying, erecting and marking SPMCB 6A to 32A, B- series with rated short - circuit breaking capacity (Icn) 10kA in provided distribution board as per specification no. SW-SWR/MCB(5-3-3)	173.00	Rupees One Thousand ThirtyEight Only	Per One Each	1,038.00
46	1.00	Each	Supplying, erecting and marking double pole isolator only switch version of miniature circuit breaker of 40A with required wiring connections and lugs etc. in provided distribution board.(5-3-14)	310.00	Rupees Three Hundred Ten Only	Per One Each	310.00

47	1.00	Each	Supplying and erecting single pole and neutral distribution board (SPNDB), with 2 ways for incoming and 6 ways (6 poles) for outgoing SP MCBs, with door, 1.2mm thickness surface / flush mounted, IP 43 Protection on iron / GI frame as per specification no.	1306.20	Rupees One Thousand Three Hundred Six Paise Twenty Only	Per One Each	1,306.20
48	80.00	Metre	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V 2 core 4 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no.	118.65	Rupees Nine Thousand Four Hundred NinetyTwo Only	Per One Metre	9,492.00
49	80.00	Metre	Supplying and laying (including excavation) of suitable width & depth up to 90 cm) 50 mm outside dia. double wall corrugated pipes (DWC) of HDPE for enclosing cable below ground/road surface, to required depth complete. (7-6-9)	210.00	Rupees Sixteen Thousand Eight Hundred Only	Per One Metre	16,800.00
50	1.00	Each	Providing earthing with copper earth plate size 30 x 30 x 0.315 cm complete with all materials, testing & recording the results as per specification no. EA-EP (9-1-2)	6486.00	Rupees Six Thousand Four Hundred EightySix Only	Per One Each	6,486.00
51	2.00	Each	Supplying and erecting Carbon Dioxide (CO_2) fire extinguisher of 4.5 kg. capacity cartridge type conforms to IS 2878 /15683 complete erected with necessary clamp made from 50 x 6 mm. M. S. flat with nut & bolts routed in wall complete. (13-15-1)	9902.00	Rupees Nineteen Thousand Eight Hundred Four Only	Per One Each	19,804.00
Multipurpose Fisheries Centre							

52	101.57	Cubic Metre	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 metre beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. - (Lift upto 1.5 metre)	207.00	Rupees TwentyOne Thousand TwentyFour Paise NinetyNine Only	Per One Cubic Metre	21,024.99
53	18.74	Cubic Metre	Excavation for foundation in earth, soil of all types, sand, graval and soft murum, including removing the excavated material up to a distance of 50 metre beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift from 1.5 metre to 3.0 metre)	258.00	Rupees Four Thousand Eight Hundred ThirtyFour Paise NinetyTwo Only	Per One Cubic Metre	4,834.92
54	41.25	Cubic Metre	Providing dry dry/ trap/ granite/ quartzite/ gneiss rubble stone soiling 15 centimetre to 20 centimetre thick including hand packing and compacting, etc. complete.	2686.56	Rupees One Lakh Ten Thousand Eight Hundred Twenty Paise Sixty Only	Per One Cubic Metre	1,10,820.60
55	17.03	Cubic Metre	Providing and laying Cast in situ/Ready Mix, cement concrete in M-20 of trap/ granite/ quartzite/ gneiss metal for foundation and bedding including bailing out water, formwork, laying/pumping, compacting and curing etc. complete, with fully automatic microprocessor based Programmable Logic Controller with Supervisory	8011.36	Rupees One Lakh ThirtySix Thousand Four Hundred ThirtyThree Paise FourtySix Only	Per One Cubic Metre	1,36,433.46

			Control and Data Acquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc).				
56	75.06	Cubic Metre	Filling in plinth and floors with approved excavated materials in 15 centimetres to 20-centimetre layers including watering and compacting, etc. complete.	120.00	Rupees Nine Thousand Seven Paise Twenty Only	Per One Cubic Metre	9,007.20
57	12.51	Cubic Metre	Providing and filling in the foundation with sand of approved quality including watering, compacting, etc. complete.	3048.61	Rupees ThirtyEight Thousand One Hundred ThirtyEight Paise Eleven Only	Per One Cubic Metre	38,138.11
58	6.49	Cubic Metre	Providing and laying Cast in situ / Ready Mix cement concrete M-30 of trap / granite /quartzite/ gneiss metal for reinforced cement concrete work in foundations like raft, strip foundations, grillage and footings of reinforced cement concrete columns and steel stanchions, etc. including bailling out water, formwork, cover blocks, compaction, curing and roughening the surface if special finish is to be provided (Excluding reinforcement and structural steel), etc. complete, with fully automatic microprocessor based Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. with fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc).	8743.22	Rupees FiftySix Thousand Seven Hundred FourtyThree Paise Fifty Only	Per One Cubic Metre	56,743.50

59	7.98	Cubic Metre	Providing and laying cast in situ / Ready Mix cement concrete M-30 of trap metal for reinforced cement concrete columns as per detailed designs and drawing or as directed, including centering, formwork, cover blocks, compaction, finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing, etc. complete. (Excluding reinforcement). with fully automatic microprocessor based Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand (For Ground Floor).	15422.22	Rupees One Lakh TwentyThree Thousand SixtyNine Paise ThirtyTwo Only	Per One Cubic Metre	1,23,069.32
60	16.52	Cubic Metre	Providing and laying cast in situ / Ready Mix cement concrete M-30 of trap / granite /quartzite/ gneiss metal for reinforced cement concrete beams and lintels as per detailed designs and drawings or as directed including steel centering, formwork, cover blocks, laying/pumping, compaction and roughening the surface if special finish is to be provided and curing complete. (Excluding reinforcement and structural steel). with fully automatic microprocessor based Programmable Logic Controller with Supervisory Control and Data Acquisition	13907.22	Rupees Two Lakh TwentyNine Thousand Seven Hundred FourtySeven Paise TwentySeven Only	Per One Cubic Metre	2,29,747.27

			enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc) (For Ground Floor).				
61	25.25	Cubic Metre	Providing and laying cast in situ / Ready Mix cement concrete M-30 of trap/ granite / quartzite/ gneiss metal for reinforced cement concrete slabs and landings as per detailed designs and drawings including steel centering, formwork, cover blocks, laying/pumping, compaction, finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing, etc. complete. (Excluding reinforcement and structural steel). with fully automatic microprocessor based Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand /Crushed sand VSI Grade finely washed etc) (For Ground Floor).	15571.22	Rupees Three Lakh NinetyThree Thousand One Hundred SeventyThree Paise ThirtyOne Only	Per One Cubic Metre	3,93,173.31

62	5.74	Metric Ton	Providing and fixing in position HCRM / CRS (Corrosion Resistant Steel) bar reinforcement of various dias for reinforced cement concrete pile caps, footings, foundations, slabs, beams and columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed design and drawings and schedules including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required completed. (For Ground Floor)	94484.11	Rupees Five Lakh FourtyTwo Thousand Three Hundred ThirtyEight Paise SeventyNine Only	Per One Metric Ton	5,42,338.79
63	10.55	Cubic Metre	Providing laterite stone masonery in cement mortar 1:6 in foundation and plinth including racking out joints when plastering is to be done/striking joints when no plastering is to be done watering and scaffolding complete.	6416.68	Rupees SixtySeven Thousand Six Hundred NinetyFive Paise NinetySeven Only		67,695.97
64	35.75	Cubic Metre	Providing laterite stone masonery in cement mortar 1:6 in superstructure including racking out joints when plastering is to be done/striking joints when no plastering is to be done watering and scaffolding complete.	7131.72	Rupees Two Lakh FiftyFour Thousand Nine Hundred FiftyEight Paise NinetyNine Only	Per One Cubic Metre	2,54,958.99
65	301.78	Square Metre	Providing internal cement plaster 6 milimetre thick in single coat in cement mortar 1:3 without neeru finish to concrete or brick surfaces, in all positions including scaffolding and curing, etc. complete. (For Ground Floor)	240.12	Rupees SeventyTwo Thousand Four Hundred SixtyThree Paise FourtyOne Only	Per One Square Metre	72,463.41

66	190.75	Square Metre	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1Kilogramper cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc. Complete.	672.68	Rupees One Lakh Twenty-eight Thousand Three Hundred Thirteen Paise Seventy-one Only	Per One Square Metre	1,28,313.71
67	301.78	Square Metre	Providing and applying two coats of wall care putty on plastered surface and ceiling and walls to prepare surface even and smooth approved make etc complete. (For Ground Floor)	90.00	Rupees Twenty-seven Thousand One Hundred Sixty Paise Twenty Only	Per One Square Metre	27,160.20
68	301.78	Square Metre	Providing and applying priming coat on concrete / masonary / Asbestos Cement / plastered surfaces including scaffolding if necessary, preparing the surface by throughly cleaning oil, grease, dirt and other foreign matters and sand papering as required, etc. comlpete. (For Ground Floor)	36.00	Rupees Ten Thousand Eight Hundred SixtyFour Paise Eight Only	Per One Square Metre	10,864.08
69	190.75	Square Metre	Providing and applying two coats of exterior weather shield paint of approved manufacture and of approved colour to the plastered surfaces including cleaning ,preparing the plaster surface ,applying primer coat, scaffolding if necessary, and watering the surface	295.00	Rupees FiftySix Thousand Two Hundred SeventyOne Paise TwentyFive Only	Per One Square Metre	56,271.25

			for two days etc complete. NOTE: For Item One Number 15 to 18 prior approval of Superintending Engineer will be necessary				
70	133.43	Square Metre	Providing and laying machine cut machine Polished Kota stone flooring 25mm to 30mm thick and required width in plain/ diamond pattern on bed of 1:6 C. M. including cement float, filling joints with neat cement slurry, curing, polishing and cleaning etc.complete	1303.71	Rupees One Lakh SeventyThree Thousand Nine Hundred FiftyFour Paise Three Only	Per One Square Metre	1,73,954.03
71	168.33	Square Metre	Providing and fixing Mangalore tiled roofing with class 'AA' tiles including securing the last course of tiles near the eaves with steel flat 40 mm x 3 mm and 1.22 mm wire fixing country teak wood sloping battens of 25 x 12 mm teak wood horizontal battens of 50mm x 25mm over the slopping battens, all iron work and coal tarring the battens etc. complete (Excluding ridge and hip tiles).	1202.00	Rupees Two Lakh Two Thousand Three Hundred ThirtyTwo Paise SixtySix Only	Per One Square Metre	2,02,332.66
72	1.47	Cubic Metre	Providing and fixing frame with / without ventilator of size as specified with Country cut teak wood for doors and windows including chamfering, rounding, rebating, iron holdfast of size 300mm x 40mm x 5mm with oil painting, etc. complete	200050.00	Rupees Two Lakh Ninety-four Thousand Seventy-three Paise Fifty Only	Per One Cubic Metre	2,94,073.50

73	7.77	Square Metre	Providing and fixing Country cut teak wood double or single leaf second class fully panelled door shutter with 35mm thick style and rail with 25 mm thick panels with openable fan light as per detailed drawings. Excluding the door frame 60mm x 100mm stainless steel fixtures and fastening and finishing the wood work with oil painting 3 coats. (Excluding the door frame)	9574.00	Rupees Seventy-four Thousand Three Hundred Eighty-nine Paise Ninety-eight Only	Per One Square Metre	74,389.98
74	12.96	Square Metre	Providing and fixing in position (as per 1868 / 1982) Alluminium sliding window of three tracks with rectangular pipe 95 x 38.10 x 0.90 mm at weight 0.637 Kilogram/One Running Metre. with window frame bottom track section 92 x 31.75 x 1.30 mm at weight 1.070 Kilogram/One Running Metre. Top and side track section 92 x 31.75 x 1.30 mm at weight 0.933 Kilogram/Running metre. The shutter should be of bearing bottom 40 x 18 x 1.25 mm at weight 0.417 Kilogram/One Running Metre. Inter locking section 40 x 18 x 1.10 mm at weight 0.469 Kilogram/Running metre. and handle and top section 40 x 18 x 1.25 mm at weight 0.417 Kilogram/Running metre. As per detailed drawings and as directed by Engineer in charge with all necessary Aluminium sections fixtures and fastenings such as roller bearing in nylon casting and self-locking catch fitted in vertical section of shutter including 5 mm	5502.00	Rupees Seventy-one Thousand Three Hundred Five Paise Ninety-two Only	Per One Square Metre	71,305.92

			thick plain glass and aluminium mosquito net shutter with stainless steel jail with all required screws and nuts etc, complete. With colour Anodising with box				
75	12.96	Square Metre	Providing and fixing mild steel grill work for windows, ventilators, etc. 15 Kilogram/ One Square Metre as per drawing including fixtures necessary welding and painting with one coat of anticorrosive paint and two coats of oil painting complete.	1707.00	Rupees Twenty-two Thousand One Hundred Twenty-two Paise Seventy-two Only	Per One Square Metre	22,122.72
76	12.24	Square Metre	Providing sills of required material 20mm to 25mm thick, on a bed of cement mortar 1:4 including cement float, filling joints with neat cement slurry, curing, polishing, rounding edges, cleaning complete. b) Granite	3886.00	Rupees Forty-seven Thousand Five Hundred Sixty-four Paise Sixty-four Only	Per One Square Metre	47,564.64
77	301.78	Square Metre	Providing and applying plastic emulsion paint of approved quality, colour and shade to old and new surfaces in two coats including scaffolding, preparing the surface. (excluding the primer coat)etc.	80.00	Rupees Twenty-four Thousand One Hundred Forty-two Paise Forty Only	Per One Square Metre	24,142.40

			complete.				
Electricity for Multipurpose Fisheries Centre							
78	70.00	Metre	Supplying and erecting PVC trunking (PVC casing-n- capping) of size 25 mm with accessories on wall/ceiling as per specification No: WG-MA/CON. (1-2-7)	44.00	Rupees Three Thousand Eighty Only	Per One Metre	3,080.00
79	90.00	Metre	Supplying and erecting mains with 2x1.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification No: WG-MA/BW(1-3-1)	40.00	Rupees Three Thousand Six Hundred Only	Per One Metre	3,600.00
80	70.00	Metre	Supplying and erecting mains with 1x1.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification No: WG-MA/BW (1-3-1)	21.00	Rupees One Thousand Four Hundred Seventy Only	Per One Metre	1,470.00
81	10.00	Each	Supplying and erecting modular type (two module) electronic step regulator for fan, duly erected on provided plate and box with wiring connections complete.(1-6-23)	382.00	Rupees Three Thousand Eight Hundred Twenty Only	Per One Each	3,820.00
82	20.00	Point	Point wiring for light/bell/exhaust fan in PVC trunking (casing-capping) with 1.5 sq.mm (2+1E) FRLSH grade copper wire, modular type switch, earthing and required accessories as per specification No: WG-PW/SW(1-7-19)	552.00	Rupees Eleven Thousand Forty Only	Per One Point	11,040.00

83	10.00	Point	Point wiring for ceiling fan in PVC trunking (casing- capping) with 1.5 sq.mm (2+1E) FRLSH grade copper wire, modular type switch, earthing and required accessories as per specification No: WG-PW/SW (1-7-20)	610.00	Rupees Six Thousand One Hundred Only	Per One Point	6,100.00
84	6.00	Point	Wiring for plug on board with Switch socket surface/concealed type, copper wiring and earthing and with modular accessories as per specification No:WG-PW/CW(1-7-26)	386.00	Rupees Two Thousand Three Hundred Sixteen Only	Per One Point	2,316.00
85	20.00	Each	Supplying and erecting anodized aluminium corridor / passage light LED fitting (4 feet) Max. 22W with high transitivity diffuser with system lumens output of Min.2200 lumens, min. efficacy of 100 lumen/W, CRI>80, CCT upto 6000K, Beam Angle of 110 deg.	836.85	Rupees Sixteen Thousand Seven Hundred Thirty-seven Only	Per One Each	16,737.00
86	10.00	Each	Supplying and erecting regular/ standard model ceiling fan of 1400mm. sweep complete erected in position as per specification no. FG-FN/CF(2-10-3)	2275.00	Rupees Twenty-two Thousand Seven Hundred Fifty Only		22,750.00
87	10.00	Each	Supplying and fixing anchor type fastener fan hook, with 2 nos. of 10 mm dia x 75 mm long with necessary materials for ceiling fan. (2-11-2)	103.00	Rupees One Thousand Thirty Only	Per One Each	1,030.00
88	6.00	Each	Supplying, erecting and marking SPMCB 6A to 32A, B- series with rated short - circuit breaking capacity (Icn) 10kA in provided distribution board as per specification no. SW-SWR/MCB (5-3-3)	173.00	Rupees One Thousand Thirty-eight Only	Per One Each	1,038.00

89	1.00	Each	Supplying, erecting and marking double pole isolator only switch version of miniature circuit breaker of 40A with required wiring connections and lugs etc. in provided distribution board. (5-3-14)	310.00	Rupees Three Hundred Ten Only	Per One Each	310.00
90	1.00	Each	Supplying and erecting single pole and neutral distribution board (SPNDB), with 2 ways for incoming and 6 ways (6 poles) for outgoing SP MCBs, with door, 1.2mm thickness surface / flush mounted, IP 43 Protection on iron / GI frame as per specification no.	1306.20	Rupees One Thousand Three Hundred Six Paise Twenty Only	Per One Each	1,306.20
91	80.00	Metre	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V 2 core 4 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no.	118.65	Rupees Nine Thousand Four Hundred Ninety-two Only	Per One Metre	9,492.00
92	80.00	Metre	Supplying and laying (including excavation) of suitable width & depth up to 90 cm) 50 mm outside dia. double wall corrugated pipes (DWC) of HDPE for enclosing cable below ground/road surface, to required depth complete. (7-6-9)	210.00	Rupees Sixteen Thousand Eight Hundred Only	Per One Metre	16,800.00
93	1.00	Each	Providing earthing with copper earth plate size 30 x 30 x 0.315 cm complete with all materials, testing & recording the results as per specification no. EA-EP (9-1-2)	6486.00	Rupees Six Thousand Four Hundred Eighty-six Only	Per One Each	6,486.00
94	2.00	Each	Supplying and erecting Carbon Dioxide (CO_2) fire extinguisher of 4.5 kg. capacity cartridge type conforms to IS 2878 /15683	9902.00	Rupees Nineteen Thousand Eight Hundred Four Only	Per One Each	19,804.00

			complete erected with necessary clamp made from 50 x 6 mm. M. S. flat with nut & bolts routed in wall complete. (13-15-1)				
Solar High Mast							
95	4.00	Number	**Supply, installation, testing and commissioning of a 6-meter solar high mast with 5 years of CMC, as per the specifications approved and directed by the Engineer-in-Charge.**	316895.70	Rupees Twelve Lakh Sixty-seven Thousand Five Hundred Eighty-two Paise Eighty Only	Per One Number	12,67,582.80
			PV Module - Only indigenous modules shall be used in the project. For each High mast SPV module aggregate capacity 1320 Wp (min. 330Wp X 4 Nos Module).				
			Battery - Li Ferro Phosphate (LiFePO4) batteries of capacity 12.8 Volt, 400Ah @, (12.8V, 100 Ah x 4nos.) for each High Mast. With cells in a suitable weather resistant enclosures and sophisticated designed battery management system (appropriate over charging, overheating deep discharge protection) without paralleling battery bank. Battery should be in IP-65 enclosure.				
			Light Source - White Light Emitting Diode (W-LED) flood light 4*50Watt (LED Driver) DC operated confirming to IP65 or above with proper dimmer arrangement Using LEDs which emits ultraviolet light will not be permitted.				

			Light Output - White colour (colour temperature 5500-6500 K). Lumen efficiency of LED- min 140 lumens/Watt. The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred.				
			Pole (Minimum 80 Microns) - 06M Long, polygonal Raising lowering mast shaft in Single section Suitable for basic wind speed 50 m/sec (180 Km/Hr) complete with head frame, Luminaries carriage suitable to install 4 nos. Luminaries, Solar Panels & battery on the top of the mast There should be provision to install the type tested Winch inside the mast for raising & lowering of complete solar lighting system along with compact unit of modules through a mounting structure around the pole including hardware. The mast must be hot dip galvanized 20-sided polygonal structure having Bottom A/F minimum Dia 330 mm and top A/F Dia 150 mm of 3 mm thick. The high mast should have a designed life of 25 years.				
			Stainless Steel Wire Rope - Wire rope of Grade AISI 316 grade, 7/19 construction, with two ropes continuous min.6 mm diameter and breaking load capacity min. 2000 kg x 2. The breaking load test report obtained from govt. laboratory of the wire rope should justify the desired breaking load capacity.				

			Raising and Lowering - Manual Pulley System				
			Cable (2.5 Sq.mm. IEC 60189) - IEC 60189				
			Autonomy - 3 days or minimum30 operating hours per permissible discharge.				
				Part A -Sub Total		**Rs.**	**1,13,86,037.57**
			Part B- Test and Royalty				
			Quality control tests				
96	4.00	Mix Design	Concrete Mix Design (With all Tests on basic materials)	27510.00	Rupees One Lakh Ten Thousand Forty Only	Per One Mix Design	1,10,040.00
97	10.00	Test	Compressive Strength OF C.C. Cube (Set of 3 cubes).	1380.00	Rupees Thirteen Thousand Eight Hundred Only	Per One Test	13,800.00
98	2.00	Test	BASIC TEST OF AGGREGATE. - Water Absorption, Specific Gravity, Impact Value, Crushing Value.	5200.00	Rupees Ten Thousand Four Hundred Only	Per One Test	10,400.00
99	4.00	Test	STONE/ RUBBLE Crushing Value/Compressive Strength, water Absorption & Specific Gravity,	4040.00	Rupees Sixteen Thousand One Hundred Sixty Only	Per One Test	16,160.00
			STEEL BAR TESTING				
100	2.00	Test	Upto 16 mm (Set of 3 Bars)	2550.00	Rupees Five Thousand One Hundred Only	Per One Test	5,100.00
101	3.00	Test	Above 16 mm (Set of 3 Bars) (Tensile strength, %, Elongation, Yield Stress, weight-Per Meter, Bend / Rebend Test, Proof Stress.	3190.00	Rupees Nine Thousand Five Hundred Seventy Only	Per One Test	9,570.00
				Part B -Sub Total		**Rs.**	**1,65,070.00**
				Part A + Part B = Total		**Rs.**	**1,15,51,108.00**
In Words			**Rupees One Crore Fifteen Lakh Fifty-one Thousand One Hundred Eight Only**				

17.Drawing

CONTRACT DRAWINGS:

The contract Drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualize the nature & type of work contemplated and ensure that the rates and prices quoted by him in the bill of quantities take due considerations of the complexities of work involved during actual execution / consideration as experienced in the field.

The tendered rates / prices for the work shall be deemed to include the cost of preparation supply and delivery of all necessary drawings prints, tracing and negatives which the contractor is required to provide in accordance with the contract.

WORKING DRAWING:

The contractor will prepare working drawings of the work to be executed as per tender from IIT Bombay/ VJTI/PWD/ Structural Consultant etc. should get approved from Executive Engineer MFDCL.
The Contractor shall submit two sets of working drawings on the base of which the measurements as aforesaid, shall be based.

DOCUMENTATION:

If so, ordered by the Engineer-in-charge, the contractor will prepare drawings of the work as constructed and will supply original and three copies to the Engineer who will verify and certify these drawings.

Finally certified drawings shall then be prepared by the contractor and shall be supplied in triplicate along with a micro-film of the same to Engineer for record and reference purpose at the contractor's cost.

18. Final List of Documents to be uploaded Online:

The following documents should be uploaded by the bidders in the form of PDF/RAR Files in the same order as mentioned below, on the e-Tendering website during Online Bid Preparation stage.

All these documents shall be given by contractor in online envelop no. 1 correctly & completely, otherwisehis envelop no. 2 will not be opened.
Technical Envelop no. 1

Sr. No.	List of Documents	Compulsory /Additional
1	The Scan copy of original copy of Valid GST registration certificate from Goods and Service Tax Act	Compulsory
2	The scan copy of details of Work Done in all classes of Civil Engineering works during last seven years with the value of unfinished work (Information to be given in Form No.1, Page No.17) and should be supported by Work done certificate signed by the Authority with whom the contractor has executed the work.)	Compulsory
3	The scan copy of details of similar type of work (Information to be given in proforma of Form No.2, Page No. 18) and should be supported by work done certificate signed by the Authority with whom the contractor has executed the work.	Compulsory
4	All the Scan Copy of Documents Mention in Pre-Qualification Criteria. Page No. 8 to 12	Compulsory
5	List of Litigation/ Arbitration history during last 7 years. The bidder must submit NIL litigation certificate(s) in case of no litigation.	Compulsory
6	The Bidder must submit a Declaration stating that he is not debarred / blacklisted / prevented from participating in any tender/ bidding procedure by any govt. agency in India.	Compulsory
7	Affidavit (on Rs. 500/- Stamp Paper with Notary) (Page No. 11 Or 12)	Compulsory
8	EMD Receipt	Compulsory
9	Turnover Certificate	Compulsory
10	Bidder should not have booked loss in last Five years. CA's UDIN registered certificate must be submitted along with bid to authenticate the values.	Compulsory
11	Site photographs with GPS Tagging is mandatory, photographs with MFDC Engineer or as directed by Executive Engineer, GPS Tagging should be submitted signed by Executive Engineer otherwise bid will be rejected. Site Visit Report & GPS Tagging should be completed.	Compulsory

Commercial Envelop no. 2		
Sr. No.	**List of Documents**	**Compulsory / Additional**
1.	BOQ	Compulsory

Note:

*During **Online Bid Preparation**, apart from the above-mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of '**Upload Additional Documents**' has been provided in the e-Tendering software which will be available to bidders during **Online Bid Preparation** stage.*

If required the tenderer may have to submit all the original documents that have been uploaded inthe online Technical Envelope (T1) so that same can be verified.

18)CONTRACT DATA

ITEMS			
1.	The Employer is **Name: Maharashtra Fisheries Development Corporation Ltd.** **Address: 3rd Floor, N.K.M International House, Behind LIC (yogakshame) Bldg., Babubhai M. Chinai Marg, Mumbai-400 020**		
2.	The Engineer is **Executive Engineer, Maharashtra Fisheries Development Corporation Ltd.**		
3.	The Defects Liability Period is **5 (Five) Years** from the date of Completion.		
4.	The Start Date shall be the date of issue of the Work order.		
5.	The Intended Completion Date for the whole of the Works is **12 (Twelve) Months** including monsoon period after start of work with the following milestones:		
6.	**Milestone dates:**		
	Physical Works to be completed	**Period for Mild Stone**	**Period from the start date**
i)	Milestone-1: 25% of the contract price	3 (Three) Month	3 (Three) Month
ii)	Milestone-2 50% of the contract price	6 (Six) Months	6 (Six) Months
iii)	Milestone-3 75% of the contract price	9 (Nine) Months	9 (Nine) Months
iv)	Milestone-100% of the contract price	12 (Twelve) Months	12 (Twelve) Months
7.	Name of Work: - **CONSTRUCTION OF AUCTION HALL, MULTIPURPOSE CENTRE & SOLAR HIGH MAST AT NIVATI DIST. SINDHUDURG**		
8.	The name and identification number of the Contract is:		
9	The site is **NIVATI DIST. SINDHUDURG**		
10.	The law, which applies to the Contract, is the **law of Union of India.**		
11.	The language of the Contract documents is **English**		
12.	The Schedule of Key personnel - As per Clause 3.3.2 (ii)		
13.	The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance valid for four occurrences always.		
14	Site investigation report – To be assessed by the contractor		
15	The site possession Dates shall be the same day of issue of work order		
16	The period for submission of the programme for approval of Engineer shall be 7 days from the issue of letter of Acceptance.		
17	The currency of the Contract is Indian Rupees		
18	Amount of liquidated damages	**(I) for Whole of work**	

	for delay in completion of works	(1/2000) th of the initial contract price rounded off to the nearest thousand per day i.e. **Rs. 6,000/- (Rupees Six Thousand only)** per day
		(II) for sectional completion
	_____ _____	To be decided by the employer from time to for all the milestones. (Whatever specified in of Contract Data) - (1/2000) th of initial contract price for section of work under **(i) Milestone-I** rounded off to the nearest thousand per day i.e. **Rs. 1,500/- (Rupees One Thousand Five Hundred only)** per day **(ii) Milestone-II** rounded off to the nearest thousand per day i.e. **Rs. 1,500/- (Rupees One Thousand Five Hundred only)** per day **(iii) Milestone-III** rounded off to the nearest thousand per day i.e. **Rs. 1,500/- (Rupees One Thousand Five Hundred only)** per day **(iv) Milestone-IV** rounded off to the nearest thousand per day i.e. **Rs. 1,500/- (Rupees One Thousand Five Hundred only)** per day
19	Maximum limit of liquidated damages for delay in completion of work.	10 percent of the Initial contract Price rounded off to the nearest thousand. i.e. **Rs. 11,52,370/- (Rupees Eleven Lakh Fifty-Two Thousand Three Hundred Seventy Only)**
20	The date by which "as-built' drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.	
21	The Percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent.	
22	The Proportion of payments retained (**Retention money shall be 3% from each bill subject to a maximum of 5% of final contract price)**	

19) (Site Visit Report)
AUTHORITY LETTER

This is to certify that Shri _____

Is authorized representative of M/s. _____

He has been authorized to visit the site, important locations of Projects and ascertain the availability and sufficiency of material. He is also authorized to complete the site visit for quotation of the tender _____

His photo identity is enclosed with this letter.

Signature of Shri _____ is

Certified as below:

Name & Signature of Bidder with Seal

(Authorized Representative of Bidder)

Date: / /

Time:

Site Visit done on Dt. _____/_____/_____

(Name & signature)

Executive Engineer

Maharashtra Fisheries Development Co. Ltd

20) INSTRUCTIONS TO BIDDERS RELATED TO E-TENDERING

INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS:

The Security Deposit as well as Additional Security will be forfeited in case the bidder is failed to complete the work.

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra: **https://mahatenders.gov.in**

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on **https://mahatenders.gov.in**

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e- Token.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e- Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of Tender Document through online modes of payment such as Net Banking during Tender Document Download stage. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as Net Banking during Bid Preparation stage. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Signature Not Verified
Digitally signed by Kishor Vinayak Salgaonkar
Date: 2026.05.13 17:58:41 IST
Location: Maharashtra-MH