

B1 TENDER NO. YEAR-2026-27 (FOR AUTHORISED USE ONLY)

**GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT**

**GODAVARI MARATHWADA IRRIGATION DEVELOPMENT CORPORATION,
CHHATRAPATI SAMBAJINAGAR
(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)**

**CHIEF ENGINEER (WR), WATER RESOURCES DEPARTMENT,
CHHATRAPATI SAMBAJINAGAR**

SUPERINTENDING ENGINEER, NANDED IRRIGATION CIRCLE, NANDED

EXECUTIVE ENGINEER, VISHNUPURI PROJECT DIVISION NO.2, NANDED

B- 1 TENDER DOCUMENT VOLUME I,II & III

**NAME OF WORK: REPAIR OF PUMP HOUSE BUILDING AT
SHANKARAOJI CHAVAN VISHNUPURI PROJECT TQ & DIST. NANDED**

TENDER COST: Rs. 21220 LAKH (EXCLUDING GST)

**NAME OF WORK :- Repair of Pump House Building at Shankaraoji Chavan Vishnupuri
Project Tq & Dist. Nanded**

TENDER COST Rs. 212.20 Lakhs (Excluding GST)

“Draft Tender Paper (DTP) Submitted for Approval”

(As per WRD GR Dtd. 18/10/2023)

Sub Divisional Engineer,
Vishnupuri Project Sub Division No.3,
Tuppa

Divisional Account Officer,
Vishnupuri Project Division No.2,
Nanded

“Recommended For Approval”

Executive Engineer
Vishnupuri Project Division No.2,
Nanded

“Approved”

Superintending Engineer,
Nanded Irrigation Circle,
Nanded

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**Name of Work : - Repair of Pump House Building at Shankaraoji Chavan Vishnupuri
Project Tq & Dist. Nanded**

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SECTION - A
BRIEF TENDER NOTICE

महाराष्ट्र शासन
कार्यकारी अभियंता, विष्णुपुरी प्रकल्प विभाग क्र.२, नांदेड
पत्ता :-जंगमवाडी, नांदेड

E-mail :- eevpd2@gmail.com

दूरध्वनी क्र. 02462-260960

ई- निविदा सूचना क्र. सन 2026-27

महाराष्ट्र राज्याच्या राज्यपालांच्या वतीने कार्यकारी अभियंता,विष्णुपुरी प्रकल्प विभाग क्र.२, नांदेड,जलसंपदा विभाग,महाराष्ट्र शासन हे सक्षम निविदाकारांकडून खालील कामाकरीता ई-निविदा प्रणालीव्दारे (ऑनलाइन) निविदा मागवित आहेत. निविदा कागदपत्रे शासनाचे संकेतस्थळ <https://mahatenders.gov.in> येथून डाऊनलोड करण्यात यावीत. सविस्तर निविदा सूचना व ई निविदेबाबत सर्व माहिती शासनाच्या संकेतस्थळावर व विभागीय कार्यालयाच्या सूचना फलकावर उपलब्ध आहे.

निविदा स्वीकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता,विष्णुपुरी प्रकल्प विभाग क्र.२, नांदेड यांनी राखून ठेवला आहे. अट असलेली निविदा स्वीकारली जाणार नाही. सदर निविदा सूचनेमध्ये काही बदल होत असल्यास <https://mahatenders.gov.in> या संकेतस्थळावर कळविण्यात येईल.

- 1) कामाचे नाव : शंकररावजी चव्हाण विष्णुपुरी प्रकल्प ता. जि. नांदेड येथील पंपगृह ईमारतीचे दुरुस्तीचे काम.
- 2) जिल्हा : नांदेड (महाराष्ट्र राज्य)
- 3) निविदेची किंमत: रु. 212.20 लक्ष (वस्तु व सेवाकर वगळता)
- 4) ई निविदा उपलब्ध कालावधी : दि. / / 2026 ते दि. / / 2026
- 5) ई निविदा उघडण्याचा दिनांक : दि. / / 2026 रोजी शक्य असल्यास किंवा त्यापुढे

जा. क्र. निविदा/ व / 2026 दि. / / 2026

कार्यकारी अभियंता,
विष्णुपुरी प्रकल्प विभाग क्र.२,
नांदेड

GOVERNMENT OF MAHARASHTRA

OFFICE OF THE EXECUTIVE ENGINEER, VISHNUPURI PROJECT DIVISION NO.2,
ADDRESS: JANGAMWADI, NANDED - 431605

E-mail : eevpd2@gmail.com

Phone : 02462-260960

E-TENDER NOTICE NO. FOR 2026-27

On behalf of the Governor of the State of Maharashtra, the Executive Engineer, Vishnupuri Project Division No.2, Nanded, Water Resources Department, Government of Maharashtra invites tenders through e-tendering system (online) from competent tenderers for the following works. Tender documents should be downloaded from the Government website <https://mahatenders.gov.in>. Detailed tender instructions and all information regarding e- tendering is available on the government website and on the notice board of the divisional office.

Executive Engineer, Vishnupuri Project Division No.2, Nanded reserves the right to accept or reject tenders. Conditional tender will not be accepted. If there is any change in the said tender notification, it will be informed on the website <https://mahatenders.gov.in>.

1. Name of work:- Repair of Pump House Building at Shankaraoji Chavan
Vishnupuri Project Tq & Dist. Nanded
2. District: Nanded (Maharashtra State)
3. Estimated Cost put to tender:- Rs. 212.20 Lakhs (Excluding GST)
4. E-tender available period:- From Dt. / / 2026 to Dt. / /2026
5. E-tender opening date :- Dt. / /2026 (If possible or Next suitable date)

Ow.no. Tender/ / Dt. / /2026.

**Executive Engineer,
Vishnupuri Project Division No.2,
Nanded**

SECTION - B
DETAILED TENDER NOTICE

GOVERNMENT OF MAHARASHTRA

OFFICE OF THE EXECUTIVE ENGINEER, VISHNUPURI PROJECT DIVISION NO.2

ADDRESS: JANGAMWADI, NANDED - 431605

E-mail : eevpd2@gmail.com

Phone : 02462-260960

E-TENDER NOTICE NO. FOR 2026-27

DETAILED TENDER NOTICE

- 1.1. The bidders eligible for this work are hereby informed that B-1 tender is invited for following work by **Executive Engineer, Vishnupuri Project Division No.2, Nanded**. Tender Documents are available on website. The time schedule for various bidding phases is given in this detailed tender notice.
 1. Name of work: Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded
 2. District: Nanded (MH)
 3. Estimated Cost put to tender Rs. 212.20 Lakhs (Excluding GST)
 4. E-tender available period From Dt. / /2026 to Dt. / /2026
 5. E-tender opening date :- Dt. / /2026 (If possible or next suitable date)
 6. Earnest Money Deposit Rs.1.50Lakh
 7. Time Limit for Completion 12 Months (1 year)
 8. Tender Fee Rs. 2000/- + 18% GST/- i.e. Total Rs. 2360/-
 - 9.. Class of Contractor All eligible bidders who can fulfil the terms and conditions of the Tender
- 1.2. Post qualification process is applicable for this tender work.
- 1.3. The forms of Tender documents are available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. The aspiring Bidders will have to download Tender form, from the website mentioned above. The bidder has to fill in formats given in downloaded tender document and up load to the above said website. Also he has to up load the scanned copy of duly filled in formats, along with scanned copies of required documents with digital signature.
- 1.4. Blank tender forms will have to be downloaded by the bidder only from the website of Govt. of Maharashtra <https://mahatenders.gov.in>. While submitting the dully filled in Tender Documents, the Bidder are required to deposit **Tender processing fee of Rs. 2000/- + 18% GST i.e. Total Rs. 2360/- Only and E.M.D. Rs.1.50Lakh online** through e-payment gateway. The E.M.D. & Tender form fee shall be submitted in NEFT / RTGS from bidder's own bank account through online method only. The bidder has to

prepare & submit the required Documents Online on or before as per scheduled time. Hard copy of tender document will not be accepted. Tender Fee is non Refundable.

- 1.5. The bidder should upload the documents in readable form. He should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be considered for evaluation of tender. The decision of accepting Authority regarding this will be binding to all bidders.
- 1.6. All rights are reserved to reject any or all Tenders without assigning any reason by the competent authority.
- 1.7. If any assistance is required regarding e-Tendering (upload & download) Please contact helpdesk on above said website.
- 1.8. The tender documents are available for online bid preparation & submission from web site Main Portal: <https://mahatenders.gov.in>.
- 1.9. The bidder has to prepare and submit Post qualification document/ Tender document online on or before as per time schedule given below.
- 1.10. In case of any objection regarding contractual provision and terms and conditions of the contract, the bidder should submit his queries in the seek clarification option through online at <https://mahatenders.gov.in> within Time Schedule given below.
- 1.11. The bidder or his representative may attend the technical and financial bids opening in the office of **The Executive Engineer, Vishnupuri Project Division No.2, Nanded**. No complaint will be accepted in this regard after opening of technical Bid as well as Financial Bid.
- 1.12. Bidder should pay / transfer all Tender fees amount and Earnest Money Deposit amount only through his own bank account. Bidder should attach copy of the bank statement showing transaction done through his own bank account. If bidder does not follow this instruction no claim will be entertained regarding this.
- 1.13. As per time limit determined by the govt. for acceptance of tender, bidder must have their own e-mail address to participate in the tender process. The bidder who does not have their own e- mail address, he has to generate his new e-mail address and submit the same along with the tender document. The bidder should note that all correspondence related to tender will be made through e- mail during tender process.
- 1.14. Do not upload Main Tender Document with other required documents/forms.

1.15 **TIME SCHEDULE (KEY DATES)** – Following Key Dates/ Time Schedule shall be followed for this tender and it will be binding on all bidders.

Sr. No.	Details	Start Date	Hrs	End Date	Hrs.
1	Publishing Date				
2	Document Sale/Download				
3	Bid Submission				
4	Seek Clarification Start Date				
5	Common Set of Deviations				
6	Technical Bid Opening Date				
7	Financial Bid Opening Date if possible				

1.16 Since bidder has to followed above standard procedure, claims regarding non availability of sufficient quantity & quality of quarry material, Non availability of labour, Extra lead for material, non availability of construction material etc will not be considered.

**Executive Engineer,
Vishnupuri Project Division No.2,
Nanded**

SECTION - C
ADDITIONAL INSTRUCTIONS
TO BIDDERS

DEFINITIONS & ABBREVIATIONS

2.0 GMIDC:

GMIDC shall mean the 'Godavari Marathwada Irrigation Development Corporation, Chhatrapati Sambhajinagar acting through its Executive Director, as defined in Maharashtra Act XXIII of 1998.

Additional Information about GMIDC:

The headquarters of the Godavari Marathwada Irrigation Development Corporation, Chhatrapati Sambhajinagar. The official postal address for correspondence is -The Office of the Executive Director, Godawari Marathwada Irrigation Development Corporation, Chhatrapati Sambhajinagar Sinchan Bhavan, Jalana Road, Near Akashwani, Chhatrapati Sambhajinagar.

The functions & powers of the Corporation have been listed in the Maharashtra Act XXIII of 1998. In general, it has been entrusted with the work of investigation, planning, designing of projects, maintenance of completed Projects, construction of Projects and irrigation management of the Major, Medium and Minor projects (command area more than 250 Ha) in the Godavari River Basin.

2.1 EXECUTIVE ENGINEER:

Executive Engineer means in charge Executive Engineer, Vishnupuri Project Division No.2, Jangamwadi, Nanded

2.2 WEBSITE:

Website means official web sites for e-tendering having following web addresses **<https://mahatenders.gov.in>**

2.3 APPLICANT:

Applicant means individual proprietary firm, firm in partnership, Limited Company, Corporation or group of firms forming a Joint Venture / Consortia, applying to become eligible to tender.

2.4 CHIEF ENGINEER:

Chief Engineer shall mean Chief Engineer (WR), Water Resources Department, Chhatrapati Sambhajnagar.

2.5 COMPETENT AUTHORITY:

Competent Authority shall means authority competent as per extant rules.

2.6 ENGINEER/ ENGINEER-IN-CHARGE:

Engineer/Engineer-in-charge shall mean the Executive Engineer, Vishnupuri Project Division No.2, Nanded and shall also include the superior Officers of the Engineering Departments of the Corporation, i.e. the Superintending Engineer, Nanded Irrigation Circle, Nanded & Chief Engineer (WR), Water Resources Department, Chhatrapati Sambhajnagar.

2.7 ENGINEER'S REPRESENTATIVE:

Engineer's representative shall mean the Sub-Divisional Engineer / Assistant Executive Engineer / Sub-Divisional Officer / Assistant Engineer (Grade I), / Junior Engineer/ Sectional Engineer/ Assistant Engineer (Grade II) who is in direct charge of the works and shall include any Civil Engineer of the Corporation.

2.8 CONTRACTOR:

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

2.9 CONTRACT:

Contract shall mean and include following documents. Volume I, Volume II (Specifications) and Volume III (Drawings) Tender document and information/data submitted by contractor, Common set of Deviations.

2.10 WORK:

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

2.11 SPECIFICATIONS:

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

2.12 DRAWING:

Drawing shall mean prints of the maps, drawings, plans in Volume III of the contract and shall include any modifications of such drawings and any further detailed drawings as may be issued by the Engineer-in-charge from time to time.

2.13 SITE:

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

2.14 DEFECT(S) LIABILITY PERIOD (DLP):

"Defect(s) liability period" shall mean period as defined in Memorandum of B-1 tender form stipulated in Section-F. DLP shall be considered from the date of issue of completion certificate by Engineer-in-charge. Contractor will be responsible to make good of manufacturing / construction defects within DLP period.

2.15 SINGULAR AND PLURAL:

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

2.16 HEADINGS AND MARGINAL HEADINGS:

The headings and the marginal headings in the contract are solely for the purpose of facilitating references and shall not be deemed to be part thereof or taken into consideration in the interpretation of construction thereof or of the contract.

2.17 ABBREVIATIONS

AE1	Assistant Engineer Grade 1
AE2	Assistant Engineer Grade 2
APSD	Additional Performance Security Deposit
BG	Bank Guarantee
BOQ	Bill of Quantities
CA	Chartered Accountant
CBL	Canal Bed Level
CE	Chief Engineer
Chh.	Chhatrapati
CSD	Common set of Deviations
CSR	Common Schedule Rates
CV	Curriculum vitae
DD	Demand Draft
Dept	Department
Dist.	District
DSC	Digital Signature Certificate
DSR	District Schedule Rates
DLP	Defect Liability Period
ED	Executive Director
EE	Executive Engineer
EMD	Earnest money deposit
EPF	Employees Provident Fund
FDR	Fixed Deposit Receipt
FRL	Full Reservoir Level
FSL	Full Supply Level
GL	Ground Level
GMIDC	Godawari Marathwada Irrigation Development Corporation
GoM	Government of Maharashtra
Govt	Government
GPS	Global Positioning System
GR	Government resolutions (Maharashtra)
GST	Goods and Services Tax
Hq.	Headquarter
HT	High Tension transmission line
ICA	Irrigable Command Area
ID	Identification card

i.e.	that is
IPC	Indian penal Code
IS	Indian Standards
IT	Income Tax ³⁶
months	
JE	Junior Engineer
JV	Joint Venture
LIS	Lift Irrigation Scheme
LOI	Letter of Intent
LT	Low Tension transmission line
MDDL	Minimum Draw Down Level
MI	Minor Irrigation
MM ³	Million cubic Meter
MPW	Maharashtra Public Works (Manual)
MSEDCL	Maharashtra State Electricity Distribution Company Limited
MSETCL	Maharashtra State Electricity Transmission Company Limited
MWL	Maximum Water level
NEFT	National Electronic Funds Transfer
NIC	National Informatics Centre
O&M	Operation and Maintenance
PAN	Permanent Account Number
PH	Pump House
POL	Petroleum, oil, and lubricants
POL	Pump Operating Level
PSD	Performance Security Deposit
PSU	Public Sector Undertaking
PWD	Public works Department
RMC	Ready Mixed Concrete
RPAD	Registered Post with Acknowledge Due
RTGS	Real Time Gross Settlement
SBL	Sump Bottom Level
SCADA	Supervisory control and data acquisition
SD	Security Deposit

SDE	Sub Divisional officer
SDO	Sub Divisional Officer
SE	Superintending Engineer
SSR	State Schedule Rates
ST	Storage Tank
Tal./ Tq.	Taluka
TBL	Top of Bund Level
TDS	Tax Deducted at Source
TMC	Thousand Million Cubic
VSI	Vertical Shaft Impact
VT	Vertical Turbine Pump
WRD	Water resources Department
WUA	Water Users Association

3.0 INSTRUCTIONS FOR BIDDERS FOR BIDDING PROCESS

3.1.0 INFORMATION AND INSTRUCTIONS TO APPLICANTS:

3.1.1. The Online tenders in B-1 forms are invited by the Corporation from the contractors for the work, details of which are given in Section E of this Tender document.

3.1.2. The Bidder should download Tender Document from the website.

[https:// mahatenders.gov.in](https://mahatenders.gov.in)

3.1.3. The Online forms of master fields should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any particular query is not relevant, it should be stated as "Not Applicable" Only 'dash' reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non-responsive.

3.1.4. The letter of transmittals, qualification Information, Forms, Undertakings, Affidavits (given in Section D) shall be typed on applicant's letter head and scanned and uploaded online.

3.1.5. Any overwriting or correction shall be attested. All pages of the documents to be uploaded shall be numbered and should be submitted as package with a signed letter of transmittal.

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

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

3.1.8. The applicant is encouraged to attach any additional information of works which were already carried out which he thinks necessary in regards

to his capabilities. No further information will be entertained after submission of Tender Document and copies of documents required for qualification unless it is requested by the Godawari Marathwada Irrigation Development Corporation, Chhatrapati Sambhajnagar (here in after referred to as GMIDC or Corporation).

3.1.9. The Tender Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with scanned copies of all relevant documents. The documents submitted in connection with the qualification shall be treated as confidential and will not be returned.

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

3.2.0 METHOD OF APPLYING

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

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

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

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

~~3.2.3 If the application is made by joint venture, it shall be digitally signed by a duly authorized signatory of JV.~~

~~3.2.4 JOINT VENTURE~~

~~A joint venture between individual contractors, partnership firms, private/ public limited companies may be permitted subject to the following conditions.~~

- ~~a) Joint Venture Consortium should be compulsory get registered as per directives of Indian Partnership act 1932 Article 58 with Government's Registrar of firms before submission of first RA Bill of Work or compulsory get registered with the Registrar of Companies as per Article 12 of Limited Liability Partnership Act 2008 before submission of first RA Bill of Work.~~
- ~~b) Firms intending to participate in online tendering process as Joint Venture shall clearly state that the work will be carried out through JV & sign Memorandum of Understanding (MoU) in prescribed format on Judicial stamp paper of Rs.100 value. The scanned copy of MoU should be uploaded along with other bid document in Envelope no.1 **(As per Proforma-12b, Page 80)**.~~
- ~~c) Registration of Joint Venture is mandatory as per point (a) for participation of Tender process for this work. The **Executive Engineer, Vishnupuri Project Division No.2, Nanded** will issue a letter of Intent (LOI) without liability to L-1 bidder on the same day of opening of envelope no.2 to obtain registration for that particular work. L-1 Bidder should produce registration certificate up to submission of first running Account bill. The responsibilities to follow the rules and regulation of Joint Venture will rest with the bidder who is interested to bid for this work through Joint Venture.~~
- ~~d) The shares of assets and liabilities of lead firm shall not be less than 51% and the percentage share of other firms in Joint Venture partnership deed shall not be less than 20%. Total member in joint venture shall not be more than two. One of the partners with major percentage of share shall be nominated as lead partner of JV.~~
- ~~e) Lead partner shall be nominated, as being in charge and this authorization shall be evidenced by submitting a Power of Attorney signed by a legally authorized signatory of all the partners.~~

- ~~f) The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and entire execution of the contract including payment shall be done exclusively with the partner in charge.~~
- ~~g) All partners of Joint Venture shall be liable jointly and separately for execution of the contract in accordance with contract terms and a relevant statement to this effect shall be included in the authorization mentioned under "e" above.~~
- ~~h) Complete information pertaining to each partner in the respective firms duly signed by each such partner shall be uploaded.~~
- ~~i) Separate information in respect of each firm (entered in to Joint Venture) Should be uploaded in prescribed. **(Proforma-12)**~~
- ~~j) It would be necessary for the Joint Venture to establish to the satisfaction of the committee that the Venture has been made practical, workable and legally enforceable arrangements amongst the parties, that responsibilities regarding the execution and financial arrangements have been clearly laid down and assigned that the individual parties to whom such responsibilities etc. assigned are capable in their individual capacity to discharge them completely and satisfactorily and also that the lead firm has necessary skill and capacity to lead responsibility and involvement for the entire period of execution as well as leading role in control and direction on the resources of the entire Joint Venture.~~
- ~~k) If the bidder have executed the works in the past as Lead Partner (or Partner) in a Joint Venture then the bidders, experience and physical performance will be only considered to the extent of their shareholding in those joint venture, irrespective of the actual experiences and physical performance of the individual member of those joint venture and irrespective of any internal understanding among the members of those joint venture(s).~~
- ~~l) Officially sublet work from another contractor with the approval of the Government/Semi-Government Authority will be considered for financial experience and physical performance.~~

~~m) — Post Qualification Criteria for JV :-~~

- ~~i) — Geo-tagging criteria mentioned at 4.3.1 & 3.12 in the tender document : any one partner of JV shall satisfy these criteria.~~
 - ~~a. Criteria of maximum annual turnover at 4.3.2 of tender document: JV shall satisfy this criteria jointly in proportion to their share in JV.~~
 - ~~b. Criteria of experience of similar type of work at 4.3.3 of tender document: Any firm in JV shall satisfy this criteria (Individually or Jointly).~~
 - ~~c. General experience criteria mentioned at 4.3.4 of tender document: One or more of these criteria of minimum required quantities, should be satisfied by any firm in JV individually or jointly. (For each criteria of minimum required quantities, execution year can be different but should be within last 5 year duration).~~
 - ~~d. Criteria of Bid capacity at 4.3.5 of tender document: JV shall satisfy this criteria jointly in proportion to their share in JV.~~
- ~~n) — In case of any dispute or any breach of Contract, the lead firm shall be held solely responsible for any recoveries due to the Corporation/ Government or any fulfilment of works mentioned in the contract.~~
~~**(Proforma-12 a).**~~
- ~~e) — No member of a Joint venture shall be member of another joint venture for bidding the same work. All such bids in that particular work shall be disqualified.~~
 - ~~p) — The JV firm should furnish an undertaking from all the members that in case of award of work, the JV Agreement deed is irrevocable by any one or all the members together until 3 months after the completion of the contract period including the defect liability period.~~
 - ~~q) — The notarized JV MoU/ Agreement should give details as under-~~
 - ~~i. — Particulars of the firm,~~
 - ~~ii. — Profits sharing ratio,~~
 - ~~iii. — Principle place of business,~~
 - ~~iv. — Details of the lead member of the JV Consortia,~~
 - ~~v. — Details of authorized representative of the JV Consortia members etc.~~
 - ~~vi. The JV constituting agreement shall be irrevocable till the completion of the work.~~
 - ~~vii. The JV constituting agreement should cover clauses pertaining to liabilities arising out of the work, if any liquidation there of.~~

~~viii. One of Partner shall be nominated as being in charge and his authorization shall be evidenced by submitting power of attorney signed by legally authorized representative of all JV partners.~~

3.2.5 ONE BID PER BIDDER

Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid then all bids submitted by him shall be treated as non-responsive.

3.3.0 REVISION OR AMENDMENT OF TENDER DOCUMENTS:

Right is reserved to revise or amend the tender document released on website, prior to time instance specified in time schedule for tender preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail and as may be displayed on website.

3.4.0 BIDDER TO INFORM HIMSELF FULLY:

The bidder shall be deemed to have fully acquainted with,

- (i) The type of work and site conditions.
- (ii) Conditions in B-1 form, special conditions, specifications, schedules and drawings, common set of deviations issued.
- (iii) Various leads and lifts involved in the works and materials of Construction.
- (iv) Various sources / quarries for construction materials, their availability and adequacy etc.

3.5.0 EARNEST MONEY:

All bidders shall pay entire E.M.D. & the mode of payment is indicated as specified in Detailed Tender Notice and at Para. No. 5.5.4 & 5.5.5 Tender Data of Section E.

3.6.0 REFUND / CONVERSION OF EARNEST MONEY:

After acceptance of the offer of successful bidder, the E.M.D. of other bidder will normally be refunded. In the case of successful bidder, the earnest money will be refunded after signing of contract documents and payment of security deposit or it will be converted into Security Deposit, if requested by the bidder. Earnest money amount shall not carry any interest whatsoever.

3.7.0 SECURITY DEPOSIT (SD):

A sum as Security Deposit & mode of payment as mentioned at para 5.5.7 Tender Data of Section E will have to be deposited by the successful Contractor at the time of completing the contract documents.
OR

The earnest money deposited by the contractor with his tender will be retained by the Corporation as part of security deposit if bidder requests in writing to that effect. The balance to make up this security deposit may, unless otherwise specified in the special conditions, be deposited by the contractor in the form of Demand Draft or FDR or BG from any Nationalized / Scheduled Bank having branch situated in the State of Maharashtra. The security deposit will be retained by the Corporation for the due and fulfilment of the contract by the contractor. If the Contractor willing to submit SD in the form of BG, then the original BG should be sent directly by the concern Bank through RPAD to Division office of Executive Engineer on address mentioned in para 5.5.12 of Section E. BG of SD shall be valid up to Defect Liability Period plus one month.

In addition to the sum as above, as Security Deposit will be deducted from running account bills at the rate shown in 5.5.7 tender data of Section E. The sum of security deposit thus deducted from the running account bills, will remain in the form of cash for a period as stated in General conditions of Contract Clause 1 & 20.

3.8.0 ADDITIONAL PERFORMANCE SECURITY DEPOSIT (APSD):

If offer quoted by the bidder is below the cost put to tender, the L1 Bidder shall submit DD or BG or FDR of additional performance security deposit **within 8 (Eight) days** from the date of opening of financial bid, no extension for this period in any case.

- (i) If the bidder quote his offer up to 3 to 10 % below with respect to the cost put to tender, bidder shall submit the Demand Draft or BG or FDR of the amount equal to 1% of cost put to tender subject to minimum Rs. 1000/- towards performance security deposit.
- (ii) If the bidder quotes his offer more than 10% below (offer below than 10%) the cost put to tender, bidder shall submit the Demand Draft or BG or FDR of the cumulative amount which is equal to the amount by which offer is more than 10% below plus the amounts as per (i) above subject to

minimum Rs. 1000/- (For example, for 14% below rate, 1% + (14% - 10%) i.e. 4%, then total 5% of the cost put to tender.

- (iii) If the bidder quotes his offer more than 15% below (offer below than 15%) the cost put to tender, bidder shall submit the Demand Draft or BG or FDR of two times of the cumulative amount which is equal to the amount by which offer is more than 15% below plus the amounts as per (ii) above subject to minimum Rs. 1000/- (For example, for 19% below rate, 6% + (19% - 15%) x 2 = i.e. 14%)
- (iv) The amount of performance security shall be calculated on rounding of amount put to notice up to two decimal places.
- (v) Demand Draft (DD) / Bank Guarantee (BG) shall be drawn in the name of **Executive Engineer, Vishnupuri Project Division No.2, Nanded** and Fixed Deposit Receipt (FDR) must have on the name of Executive Engineer and Contractor both. Demand Draft/BG/FDR shall be drawn from Nationalized/Scheduled Banks which have branch anywhere in Maharashtra.
- (vi) The BG/FDR of APSD shall be valid up to one month after Work Completion Period counted from the date of submission of BG/FDR. Validity of Demand Draft shall be valid minimum 3 months from the date of opening of financial bid. If the Contractor willing to submit APSD in the form of BG, then the original BG should be sent directly by the concern Bank through RPAD to Division office of Executive Engineer on address mentioned in para 5.5.12 of Section E.
- (vii) The Executive Engineer shall refund the amount of Additional Performance Security deposit within One months after completion of work successfully.
- (viii) If the bidder submits false documents / Demand Draft / BG / FDR in tender process, EMD, Security Deposit & Additional Performance Security deposit of the bidder shall be forfeited & the bidder shall be liable for action as per WRD GR. Dt. 18/10/2023.
- (ix) Executive Engineer shall issue the work order only after encasing/ Verification of the Demand Draft/ FDR/ BG of the lowest bidder.
- (x) If L1 bidder doesn't submit additional performance security deposit within the period said above, his EMD shall be forfeited & shall be disqualified for two years in future tenders & L2 bidder shall be called for tender procedure at the Rate of L1 bidder with same terms & conditions.

3.9.0 MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

Tender Documents are to be prepared & submitted on line in two envelopes Technical (Envelope No.1) & Financial bid (Envelope No.2). Also they have to download from web site, type in and fill in completely and upload on web site by scanning & digitally signing wherever necessary. The detailed step by step procedure for uploading the tender documents, required tender papers, Payment of tender fee, and E.M.D through E payment Gateway is available on the e-tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. Bidders have to follow the instructions given on the above website for filling up tender forms online

THE CONTRACTOR SHALL SUBMIT DOCUMENTS LISTED BELOW IN ENVELOPE NO.1 (TECHNICAL BID)

- (i) The Tender forms are available on the e-tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. The prospective Bidders will have to download tender booklet from the website mentioned above. While submitting the duly filled in Qualification details and **SELF EVALUATION SHEET** with all required document, the Bidders are required to Deposit Tender Fee **Rs. 2000/- + 18%GST i.e. Total Rs. 2360/-** through "E- Payment Gateway" & **E.M.D. Rs.1.50 Lakh** through "E- Payment Gateway" available on above mentioned website. Bidder has to pay this from their own account and attach the copy of bank statement which may show this transaction along with bidder's bank details like account number, account name, bank branch, etc. an under taking to this effect should also be uploaded. (EMD Scan Copy)
- (ii) Scanned copy of PAN, GST, and last five year audited balance sheet, profit and loss account, trading account and Scanned copy of last five year Income tax returns.
- (iii) Scanned copy of Valid Professional Tax Registration Certificate in the form of PTR and PTE for employees including technical personnel from the Professional Tax office along with Scanned copy of Latest up-to-date Professional tax clearance certificate showing names of employees of the tenderer in the form of Proforma 13.
- (iv) Bidder should provide IP address of uploading tender.
- (v) Scanned copy of EPF registration and clearance certificate with list of employees

- (vi) Scanned copy of partnership deed, in case of partnership firm and MOA, Memorandum of Association and Article of Association AOA of company.
- (vii) Scanned copies of duly filled in forms and **SELF EVALUATION SHEET** typed on letterhead of the bidder given in Section D.
- (viii) Undertaking that the Bidder will be able to invest minimum cash up to 25% contract value.
- (ix) Scanned copy of all self-attested documents required as per **PROFORMA 1, 2a, 2b, 2c, 3, 4/1(A), 4/1(B), 4/2, 4/3, 4/4, 5, 6, 7A, 7B, 8, 9, 10, 11, 12, 12(A) & 12(B), All Undertakings & Affidavits, SELF EVALUATION SHEET No. 1 to 3 must be submitted.** All documents shall be self-attested and if required, original copies shall be made available for verification.
- (x) **TENDER BOOKLET SHOULD NOT BE UPLOADED ONLINE.**
ONLY UPLOADING OF THE CERTIFICATE OF ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE TENDER BOOKLET WILL SUFFICE. (FORMAT GIVEN IN SECTION D)
- (xi) Solvency Certificate of any nationalised bank (10 % Contract Value) and this is not more than 3 Months old
- (xii) Certificate of CA showing the Bidder has not applied for CDR (**Corporate debt restructuring**).

3.9.1 i) In any case or situation, hard copy of bid/ tender document shall not be accepted.

- ii) Original AFFIDAVIT, UNDERTAKING FORM OF AGREEMENT shall be submitted to the office of **Executive Engineer, Vishnupuri Project Division No.2, Nanded** after opening of tender but before acceptance of tender or whenever asked.
- iii) If bidder submits fake or bogus documents Envelope No.1 in acceptance of tender or at the time of payment the bidder shall be responsible for this Act. No Govt. Official of WRD or GMIDC shall be responsible. In such case action against bidder shall be taken as per PWD GR No.सीएटी /2018 /प्र.क्र./127 /इमा-2 दिनांक 28/11/2018 And WRD GR No. निविदा 0417 (प्र.क्र.247/17) /मोप्र-1 दिनांक 18/10/2023.

3.10.0 FINAL DECISION MAKING AUTHORITY:

The Competent Authority of Water Resources Department, reserves right to accept or reject any or all the applications for this tender without assigning any reasons there of and his/her decision will be final.

3.11.0 CLARIFICATIONS (CSD):

The clarification (s), if any, may please be sought online as per given in time schedule, on the basis of which, common set of deviations (CSD) will be prepared and uploaded online as per time schedule mentioned in detailed tender notice. CSD will be the part of tender document. If the CSD is not uploaded, this should be treated as nil.

3.12.0 ~~SITE VISIT & GEO-TAGGING:~~

~~The following standard procedure (SOP) should be followed for field inspection and Geo-Tagging.~~

- ~~3.12.1 For field visit and Geo Tagging procedure mentioned in WRD Govt GR No. Tender/0417/P.K.247/17/MP-1 Dtd. 18/10/2023 shall be strictly followed and will be binding on each contractor participating in this tender.~~
- ~~3.12.2 Each Contractor/Agency participating in this tender or his/her authorized representative shall visit the work site and other locations as specified below and do the Geo tagging and ensure himself scope of work, various locations, leads and site condition before filling the tender.~~
- ~~3.12.3 For this tender work following 3 locations are specified for Geo tagging.~~
- ~~3.12.4 Date and Time schedule mentioned in detailed E Tender notice shall be strictly followed for above said Geo Tagging and will be binding on contractor.~~
- ~~3.12.5 Future various claims of contractor such as unavailability of good quality and expected quantity of construction materials, unavailability of labours, Extra lead for materials due to longer distance of transportation etc. will not be considered due to above said site Geo tagging procedure.~~
- ~~3.12.6 As per above said Geo tagging GR Dtd. 18/10/2023 Departmental person is not allowed to be present at site for Geo tagging. Hence it is contractors own responsibility to do Geo tagging at above specified 03~~

~~locations with his/her own cost and resources. No claim or No time extension will be given/entertained for Geo-tagging.~~

- 3.12.7** ~~Valid and Visible uploaded Geo-Tagged photos of above mentioned all three locations will only be considered. It is mandatory for the bidder to submit the above Geo-Tagging in Envelope No.1 of tender document otherwise his tender will not be considered.~~

3.14.0 INSTRUCTIONS TO BE CONSIDERED WHILE QUOTING TENDER OFFER:

- 3.14.1 In Envelope No. 2 (financial bid) the bidder should quote** his offer in the form of percentage below or above estimated cost given in **BOQ** at appropriate place both in figure and words, The bidder shall quote for the work as per details given in the tender viz conditions in B-1 tender, special conditions of contract, specifications, common set of deviations issued / additional stipulations made by the Corporation which will be available at the e-tendering portal from time to time.

Digitally signed common set of conditions/stipulations issued by the corporation after **seek clarification** shall be deemed to have been agreed by the contractor and will be a part of the contract

3.14.2 GOODS AND SERVICE TAX (GST) :

The rates to be quoted by the bidder must be exclusive of Goods & Service Tax. After every RA Bills time to time applicable GST shall be paid by contractor as per relevant norms of Central/State Government. Applicable paid Goods & Service tax (GST) will be reimbursed to contractor only after producing tax invoice (Under GST Act) & GST Paid Challan certified by Chartered Accountant as per the guidelines issued by WRD Govt. vide circular no. TDS-0918/(P.K.590/18)/MP-1, Dtd. 13/11/2018. GST rates may vary as per time to time norms/guidelines issued by Central/State Government. Hence in case if it is observed that surplus amount has been reimbursed to Contractor than actual applicable lower GST rate, then such surplus reimbursed amount shall be returned back by Contractor to GMIDC immediately otherwise it will be recovered from next RA Bill and it will be binding on Contractor. For this Undertaking – 5 as stipulated in Section D shall be submitted by Contractor in Envelope no.1.

3.14.3 CONDITIONAL TENDER :

Conditional tenders will be summarily rejected. The tenders which do not fulfil any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the bidders as mentioned in the B-1 form or in complete in any respect are likely to be rejected without assigning reasons thereof.

3.14.4 QUANTITIES PUT TO TENDER :

The quantities of work under the various items where ever indicated are approximate and are as estimated by the corporation; have been provided as could be reasonably anticipated and should be taken as indicative only. The amount of work will depend upon the actual conditions that will be encountered in the construction and results of detailed design which will continue to be refined as more field data and information comes to hand.

3.14.5 TENDER UNITS :

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

3.14.6 MODE OF MEASUREMENT :

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

3.14.7 VALIDITY FOR 75 DAYS :

The offer shall remain valid for a period of 75 (Seventy Five days) days from the last date submission of Bid. If the acceptance of the tender is not communicated within 75 days, and if the offer is withdrawn by the bidder, Earnest money deposit shall be refunded in full.

3.15.0 OPENING OF TENDERS & EVALUATION:

On the date specified in the time schedule tender opening authority will open the tender. Bidders or their authorized representatives are required to be present at the date & time of opening of the tender, else no complaint from bidders shall be entertained. Following procedure will be adopted for opening of the tender.

3.15.1 The Competent Authority will open all the Bids received (except those received late), including modifications made, in the presence of the Bidders or their representatives who choose to **attend at date and place mention in detail tender notice**. as per schedule and the place specified. Otherwise no complaints/request will be entertained regarding tender opening In the event of the specified date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and location on the next working day.

3.15.2 The bidders names, the bid percentage above / below, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), bid modifications and withdrawals, and such other details as the competent authority may consider appropriate, will be announced by the competent authority at the time of opening.

3.15.3 The competent authority shall prepare minutes of the bid opening, including the information disclosed to those present.

3.16.0 Process to be Confidential:

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a bidder to influence the employer's processing of bids or award decisions may result in the rejection of his bid.

3.17.0 Clarification of Bids (Seek Clarification):

3.17.1 To assist in the examination, evaluation and comparison of bids, the competent authority may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the bid shall be sought, offered, or permitted.

3.17.2 No bidder shall contact the employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the employer, it should do so in writing by email.

3.17.3 Any effort by the bidder to influence the competent authority in the competent authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

3.18.0 Examination of Bids and Determination of Responsiveness:

3.18.1 Prior to the detailed evaluation of bids, the employer will determine whether each bid a) meets the eligibility criteria defined in Section D of this tender booklet; (b) has been properly digitally signed by authorized signatory; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

3.18.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the competent authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Bids will be evaluated in respect of work experiences, technical capability (Management machinery & equipment), financial capability etc.

3.18.3 If a bid is not substantially responsive, it will be rejected by the competent authority, and such disqualification of bidders shall be uploaded online. In this course substantially nonresponsive bids may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.18.4 If offer of any bidder is found to be less than 10% of estimated cost put to tender then responsiveness of the offer shall be checked with respect to provisions. Comparative Statement of the tendered percentage above or below shall then generated by system and will be displayed.

3.19.0 ACCEPTANCE OF TENDER:

Before acceptance the successful bidder will be called for negotiation by Competent Authority. The documents related to such negotiations along with modified offer of the successful bidder if any shall also form the part of contract. After such negotiations the acceptance of tender may be intimated to the contractor by email/ by post. Such intimation

shall be deemed to be an intimation of acceptance of tender. Bidder whose tender is accepted will have to complete the contract signing, security deposit payment formalities within 15 days from the date of intimation. In the event of failure of the bidder to sign the agreement or pay security deposit and additional performance security deposit if applicable within the stipulated time, the earnest money deposit including additional performance security deposit if any, paid by bidder shall be liable to be forfeited and the bidder shall be liable to be actionable under prevailing rules. In that event the work will be awarded to next or any other bidder to whom the Corporation considers suitable. Tender Acceptance Authority reserves the right to reject any or all tenders without as signing any reasons.

3.20.0 SIGNING OF TENDER DOCUMENTS :

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

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

3.20.2 FORFEITURE OF E.M.D., ADDITIONAL PERFORMANCE SECURITY DEPOSIT & CANCELLATION OF LETTER OF ACCEPTANCE :

Letter of acceptance given to successful bidder shall stand cancelled & its E.M.D will be forfeited in following events and under such circumstances Tender acceptance authority may consider next lowest bidder, if he is found suitable.

- 1) Successful bidder fails to deposit additional performance security deposit, initial security deposit within stipulated time.
- 2) Successful bidder fails to give various undertakings & declarations given in tender document.
- 3) Successful bidder fails to execute contract agreement in format released on website.

3.21.0 Stamp Duty: Stamp Duty – Maharashtra Stamp Act 2015

The bidder shall pay on agreement cost as per provision of Maharashtra Stamp Act 2015 as below.

- a) Where the amount or value set forth in such contract does not exceed Rs. Five Lakh, then bidder will have to pay Stamp Duty of Rs. Five Hundred only.
- b) Where the amount or value set forth in such contract exceed Rs.Five Lakh, then bidder will have to pay Stamp Duty of Rs.Five Hundred plus 0.3% of the amount above Rs.Five Lakh subject to maximum of Rs. Twenty Five Lakh.

The above amount of Stamp Duty upto Rs.5000/- shall be paid by Franking and the amount above Rs.5000/- shall be paid by eSBTR.

It is binding on the Contractor to execute the agreement on non judicial stamp paper purchased or franking from authorized vendor by him amounting to value applicable to contract cost as per extant rules.

3.22.0 Submission of fake documents :

During the period viz tender scrutiny acceptance, payment of bills, defect liability period after finalization of tender and finalization of work, if it is noticed that, bidder has submitted false documents, action will be taken as per guide lines issued by Govt. of Maharashtra vide PWD G.R. dated 28/11/2018, & WRD GR. dated 18/10/2023. (and corrigendum if any). In addition to this, the amount of earnest money deposit, Security deposit and additional performance security will be forfeited; The concerned bidder will be disqualified for three years in participation of any tender procedure in Water Resources Department.

- 3.23.0** The tenderer has to submit the Affidavit (Appendix-1) on Rs. 500/- Stamp Paper in Envelope no.1 regarding authenticity of the documents submitted by him. Water Resources Departments officials will not be responsible and only contractor will be responsible if any paper found false/ fraudulent in envelope no.1, during tender accepting process, while submitting the supporting documents of bill, during defect liability period or during finalization of work. In such case, action will be taken

against contractor as per the PWD GR dated 28/11/2018 and WRD GR 18/10/2023 (and corrigendum if any), and EMD/ SD/ Additional Performance SD will be forfeited and contractor will be banned for 3 years from participating in departments any tender process.

SECTION - D-1

**QUALIFICATION CRITERIA AND
QUALIFICATION DOCUMENTS
REQUIRED**

4.0.0 QUALIFICATIONS AND CRITERIA:

To qualify for award of the contract each bidder shall fulfil the eligibility criteria as stated in **Section C & Section D**.

4.1.0 EVALUATION FOR QUALIFICATION:

TECHNICAL BID (Envelope No.1):

At the time of online tender opening technical bid of all the tenders will be opened to verify its content as per bid requirements. It shall also contain digital signed common set of deviation issued by the corporation after seek clarification shall be deemed to have agreed by contractor and will be part of contract. For the purpose of this particular contract the tenders shall meet the requirements of the documents as stated in **Section C & Section D**. Financial bid of those bidders will be opened online who qualifies the technical bid criteria as mentioned in **Section C & Section D**. The decision of tender accepting authority is final and bidders will be binding in this regard.

FINANCIAL BID (Envelope No. 2) :

The tenderer should quote his offer in the form of percentage below or above on estimated cost given in Part-I of Schedule-B of tender documents at appropriate place in B1 form. He/her should not quote his offer any where directly or indirectly in Technical Bid failing of which the Financial bid shall not be opened & his tender shall stand rejected. In any condition hard copy will not be accepted from contractor.

- A) Qualification of prospective bidder is to be done to ensure that final bids for the work are received from well-established contractors with experience and capability for executing this work. Any applicant, who is able to satisfactorily establish that he/ they can undertake the work and complete it within the stipulated time, will be able to get post- qualified. The Evaluation for qualification of the applicants shall be approved by Competent Authority of W.R.D. The Competent Authority shall have freedom to ask for clarifications and further related information from the applicants, check references and make inquiries in respect of works of prospective bidder.
- B) The Competent Authority will evaluate the submitted qualification Information as per **Section C & Section D** of Tender booklet.

- C) The Qualification evaluation will be done from the information submitted by the bidder. The various formats for giving information are given in **Section- D**, Bidder is expected to go through these formats carefully and submit the information properly. Competent Authority may verify the information submitted, if found necessary.
- D) The uploaded documents should be indexed and paged. The evaluation for qualification is to be done for the eligible applicants who satisfy minimum criteria. The applicant is required to give information in formats given in Section-D by giving references of the information given in qualification documents submitted by the bidder.
- E) The evaluation procedure is as per Section – C & D. The evaluation will be done with greatest care to help to judge the overall capability and fitness of the applicants.
- F) Necessary information will be collected from the details furnished in Proforma and additional information may be called for.
- G) The decision of the Tender acceptance Authority will be final and binding on the applicant. No correspondence will be entertained in this regard.

4.2.0 THE FOLLOWING POINTS SHALL BE CONSIDERED AT THE TIME OF EVALUATION:

- i) Whether the bidder submits the **PROFORMA 1, 2a, 2b, 2c, 3, 4/1(A), 4/1(B), 4/2, 4/3, 4/4, 5, 6, 7A, 7B, 8, 9, 10, 11, 12, 12(A) & 12(B) (in case of JV), All Undertakings & Affidavits, SELF EVALUATION SHEET 1 to 3**
- ii) Whether the information given in Performa as per Section – D is incomplete/ misleading/ false and such application shall be considered as non responsive.
- iii) Whether the record of poor performance such as abandoning work, not properly completing contract, inordinate delays in completion and financial failure, is noticed.
- iv) Whether the applicant fulfils the criteria for eligibility laid down in Section - D.
- v) Whether the applicant upload scanned copies of the following documents/
Certificates.
 - A. Signed copy of Letter of Transmittal on letter head, all undertakings, Affidavit and Copy of Agreement. Detail of work of

similar type and magnitude completed by the contractor shall be certified by the officer not Below the rank of Executive Engineer. Details of work tendered for and work in hand with the contractor should be certified by not below the rank of Executive Engineer.

- B. Digitally signed common set of deviations issued by corporations after seek clarification should be uploaded.
 - C. E.M.D. and tender processing fee supported with bank statement.
 - D. All documents mention in Envelope 1 are uploaded with Digital Signature.
 - E. All financial documents are signed by CA with UDIN in proper format.
- vi) Contractor shall require producing all original documents when asked to do so. If he fails to produce original documents on specified date, in that case documents submitted by the contractor shall be recorded and not considered for further evaluation.
 - vii) Whether submitted information in the prescribed formats.
 - viii) Whether the applicant submitted the documents properly and as per procedure given in Method of applying.
 - ix) Whether Certificate for acceptance of all terms & conditions of tender booklet are submitted by the bidder.
 - x) Whether the applicant upload scanned copies for EMD & Tender fee amount is paid from the bank account of the applicant.
 - xi) All documents are digitally signed by bidder. work done certificate must be signed by the officer not below the rank of Executive Engineer.

4.2.1 NO EVALUATION WILL BE DONE –

- i. If any of the information required to be submitted by the tenderer as per Section C & D is found incomplete/ misleading/ false, such tender shall be considered as non-responsive and will not be considered for eligibility.
- ii. If the record of poor performance such as abandoning work, not properly completing contract, inordinate delays in completion and financial failure, is noticed.
- iii. If the applicant does not fulfill the criteria for eligibility laid down in Section D
- iv. If the applicant fails to upload scanned copies of any of the documents / certificates mentioned in Detail Tender Notice.
- v. Contractor shall be required to produce all original documents when asked to do so. If he fails to produce original documents on specified date, in that case documents submitted by the contractor shall be recorded and his

tender shall not be considered for further evaluation.

- vi. If applicant does not submit information in the prescribed format.
- vii. If the applicant does not submit document properly as per procedure given in Method of applying.
- viii. If applicant does not submit undertaking regarding performance as per undertaking.
- ix. If applicant does not submit undertaking about inclusion of all works in hand in form & correctness of the data as per undertaking 2b.
- x. If applicant does not submit undertaking for manpower requirement & machinery requirement as per Performa 6, 7a, 7b.

4.3.0 POST QUALIFICATION CRITERIA FOR WORKS COSTING MORE THAN Rs.5.00 CRORE:

4.3.1 MAXIMUM ANNUAL TURNOVER:

The applicant bidder shall have attained maximum annual turnover of not less than of **Rs.159.15 Lakhs** in any one financial year (*From 1st April to 31st March*) during **last five years**. i.e. 2025-26, 2024-25, 2023-24, 2022-23, & 2021-22. A weightage of 10% annually shall be given for equating the cost of work of previous year to current year . **Turnover certificates by Chartered Accountant having Unique Document Identification Number (UDIN) shall be uploaded. The annual turnover of the contractor should be certified by a chartered accountant.**

4.3.2 EXPERIENCE OF SIMILAR TYPE OF WORK:

~~The bidder shall have successfully completed at least one similar type of work of~~

~~i. if together (i.e. with civil Work)~~

~~_____ having similar nature and complexity, having equivalent cost not less than _____ in any previous duration. A weightage of 10% annually shall be given for equating the cost of work of previous year to current year 2024-25.~~

~~A weightage of 10 % annually shall be given for equating the cost of work of previous year to current year 2024-25. (any Department)~~

~~**NOTE** – Officially sublet work from another contractor with approval of competent Government / Semi Government authority will also be considered for experience of above said similar type of work.~~

4.3.3 GENERAL EXPERIENCE OF EXECUTED QUANTITY OF WORK:

The bidder should have executed prescribed minimum quantity of following main items of work in any year of the last five years.

(Year can be different for each Item)

a. Civil Works

Sr. No.	Item	Minimum quantity Required	Unit
1.	Painting	15957	Sqm
2.	Alluminium work	150	Sqm
3.	Flooring Tiles	815	Sqm
4.	water proofing using acrylic polymer modified cement based water proofing coating with fibre glass mesh	620	Sqm
5	providing and fixing lightening conductor system with copper rod	1	Nos.

4.3.4 BID CAPACITY:

The required bid capacity for this work is **Rs. 212.20 Lakhs**. Bid Capacity of bidder will be calculated as below in order to assess the experience and capability of contractor for execution of the work under consideration.

The formula for evaluation of Bid Capacity is

$$\text{BID CAPACITY} = (A \times N \times 2) - B$$

Where,

A = Maximum annual turnover in any one year during the period of last five year (updated to the price level, of the year in which the tenders are opened) which will take into account the completed and ongoing works. The Value of "A" shall be ascertained as per information furnished in SELF EVALUTION SHEET, PROFORMA No.2 (a) and 4/1 (provided in Section - D & to be prepared by the bidder) **Turnover certificates by Chartered Accountant having Unique Document Identification Number (UDIN).**

B = Updated value of existing commitments and ongoing works (updated to price level of the year in which the tenders are opened) to be completed in the period stipulated for completion of work of the present tender. (All certificates should be issued by the Engineer-in-charge in the given proforma Section D not below the rank of Executive Engineer of the concerned Department) The Bidder shall submit accurate and complete list & value of balance work in hand. Also after submission of present tender, bidder shall be required to inform about any new work / tender accepted to him after submission of present tender prior to acceptance of the present tender. Otherwise Bidder will be liable for action as per rules, AFFIDAVIT & UNDERTAKINGS provided in Section – D.

The Value of B shall be ascertained from the certificate as information furnished in SELF EVALUTION SHEET, PROFORMA No.2(b), 2(c), 4/2 and 4/4 (provided in Section- D & to be prepared by the bidder)

It is binding on the bidder to submit the exact balance cost of the works in hand; otherwise he will be disqualified to participate in any tender of WRD for 3 years.

N = Nos of years prescribed for completion of work for which the bids are invited. (i.e. **N = 1 years**)

4.3.5 MACHINERY/EQUIPMENT DEPLOYMENT UNDERTAKING : Owned/Hired

i) Concrete Batching Equipment	00 Number
ii) Transit mixer	00 Number
iii) Poclain with various size bucket and breaker	00 Number
iv) Tipper / Truck	00 Number
v) Needle vibrator	00 Number
vi) Water tanker	00 Number
vii) Generator Set	00 Number

Note:-

- (i) Applicant shall give undertaking that he will deploy above machinery if the work is awarded to him. (Undertaking-4)
- (ii) Legal Agreement for hiring machinery is essential.

4.3.7 MANPOWER DEPLOYMENT UNDERTAKING:

The applicant will deploy suitably qualified personnel for the work as following-

Sr. No	Name of Manpower	Minimum Nos. required	Remark
1	Project Engineer	01	B.E./ B.Tech. Civil Engineer with 3 Years Experience
2	Site Engineer	01	Diploma in Civil or ITI in Survey with 2 years experience
3	Supervisors	01	ITI / Diploma in Civil with 2 years experience

Applicant shall give undertaking that he will deploy above manpower if the work is awarded to him. (Undertaking-4)

Note : Educational Qualification and experience criteria should be supported by proper documents.

4.3.8 NOTE:

- (i) Officially sublet work from another contractor with the approval of the Government/Semi-Government Authority will be considered for the above point no. 4.3.3 only.
- (ii) Similar Type of Work Done during any previous years will be considered.

- (iii) Applicant shall give undertaking that he will procure or hire above equipment on the work if the work is awarded to him. (Undertaking - 4)
- (iv) For calculation of turnover, cost of work, Value of A, Value of B, etc. the cost will be updated to the price level of current financial year by increasing 10% per year.
- (v) Cost of work in hand must be given completely by the bidder, means no exclusion of any work in hand. Bidder must submit any work order which he receive after submission of tender but before the acceptance or AOC. If bidder fails to do so, action against bidder shall be taken as per extant rules.

SECTION - D-2
EVALUATION OF BIDDER,
SAMPLE FORMS,
UNDERTAKING

LETTER OF TRANSMITTAL

(to be submitted in form of affidavit and notarized)

ON LETTER HEAD OF BIDDER

To,

Executive Engineer,
Vishnupuri Project Division No.2,
Nanded

1. Subject: Name of Work:- Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded .

Reference: Your office Tender Notice No. of Year 2026-27

Sir,

Having examined the details of all terms & conditions, given information and instructions for bidders for the work- (Name of Work).

I/We hereby submit the Tender with required information and relevant documents.

I/We hereby certify the truth and correctness of all statements made and information supplied in the enclosed Forms provided in section - D.

I/We have furnished all information and details necessary for the Tender as bidder(s) and that no omissions/ suppressions of information.

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

I/We submit the following documents in support of our eligibility; technically know how, capability and having successfully completed the works from the clients/owners of respective works.

- 1.
- 2.
- 3.

Enclosed. -
oapplicant.

Signature & Seal of Applicant/Contractor
Date of submission:

Undertaking - 1

UNDERTAKING OF CONTRACTOR REGARDING PERFORMANCE.

(ON STAMP PAPER OF RS. 500/-)

To,

Executive Engineer,
Vishnupuri Project Division No.2,
Nanded

1. Subject: Name of Work. Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded.

Reference: Your office Tender Notice No. of Year 2026-27

Sir,

I.....Contractor declare that during last 5 years of the date of this undertaking, As a contractor, I have never been penalized for any work carried out by me (us), nor I have been blacklisted by any Govt. Dept. previously.

I have not abandoned any work for reasons attributed to me.

I have not delayed completion of any work for reason attributed to me.

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

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

Signature & Stamp of
Contractor

Undertaking – 2

(ON STAMP PAPER OF RS. 500/ -)

UNDERTAKING ABOUT INCLUSION OF ALL WORKS IN HAND IN AND CORECTNESS OF THE DATA

To,
Executive Engineer,
Vishnupuri Project Division No.2,
Nanded

Subject: Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project
Tq & Dist. Nanded

Reference: Your office Tender Notice No. of Year 2026-27

Sir,

- 1) I undertake that the given information in Tender documents is true and correct.
- 2) I have not omitted any work in hand i.e. information provided in form includes all the work in hand.
- 3) I know that if at any time, it is noticed that I have not submitted, information regarding all the work in hand (works in hand means, the works for which final bill is not passed and work is physically incomplete), that I will be disqualified from tender process at any stage.
- 4) I shall give accurate information of about the value of work in hand if after submission of this tender and before accepting the same, I get another tender accepted, I shall inform the same to the tender accepting authority. Otherwise I shall be liable for action as per prevailing rules.
- 5) I/We had paid tender fee & E M D from my/ our own bank account. If in future, it reveals that this payment has been made from other than my / our own account, I / We will be disqualified from tender process at any stage and liable for action under prevailing rules.

Signature & Stamp of
Contractor

UNDERTAKING – 3

(ON STAMP PAPER OF RS. 500/-)

Name of Work : Repair of Pump House Building at Shankaraoji Chavan
Vishnupuri Project Tq & Dist. Nanded.

- 1) I/We agree to accept the payments of the work done as and when the funds are made available by Godawari Marathwada Irrigation Development Corporation, Chhatrapati Sambhajinagar.
- 2) I / We will not demand any claim on account of the pending liabilities with Godawari Marathwada Irrigation Development Corporation, Chhatrapati Sambhajinagar.
- 3) I / We agree that this undertaking supersedes the clause No.10 of B-1 Form and clause No. 17 of special conditions and any other clauses regarding payment of bills. I / We also agree that this undertaking shall form a part and particle of original Tender.
- 4) I / WeAgree that the lead and lift charges of construction materials are incorporated in the agreement and are accepted and no additional claims will be made on this account.

Seal of Company/Firm/Individual

Signature of Contractor

UNDERTAKING – 4

(ON STAMP PAPER OF RS. 500/-)

DECLARATION OF THE CONTRACTOR

Name of Work : Repair of Pump House Building at Shankaraoji Chavan Vishnupuri
Project Tq & Dist. Nanded.

1) I / We..... Contractor(s) hereby undertake that I/We shall pay the labourers engaged on the work indicated in Section E, wages as per Minimum Wages Act. 1948 and amendments thereto applicable to the zone in which work lies and act accordingly. I / We also undertake to abide by the various laws in force and extend necessary facilities and amenities to the staff and workers employed by me / us.

2) I / We hereby declare that I / We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I / We have bided my/our rates for this work. The specifications and Drawings of this work have been carefully studied and understood by me/us before submitting this tender.

3) I/ We hereby undertake that, I/ We shall deploy Machineries, Equipments and Technical Personnel and Quality Control Equipment as mentioned Para. 4.3.6 and 4.3.7 Performa No. 7A, 7B, 10 & Self Evaluation Sheet and as when instructed by

Engineer in Charge.

.....

Signature & Stamp of the

Contractor

UNDERTAKING – 5

(ON STAMP PAPER OF RS. 500/-)

GST PAYMENT AND REIMBURSEMENT

Name of Work : Repair of Pump House Building at Shankaraoji Chavan Vishnupuri
Project Tq & Dist. Nanded.

1) I / We..... Contractor(s) hereby undertake that I/We shall pay applicable Goods and Service Tax (GST) for above said work as per time to time guidelines / norms received from State/ Central Government.

2) I / We hereby declare that after making payment of applicable GST to concern department, I/We will submit tax invoice (Under GST Act), GSTR1, 3B & GST paid challans certified by authorized Chartered Accountant etc. documents in the office of Executive Engineer. I/We am/are aware that after validation of these submitted documents applicable GST will be reimbursed to me from GMIDC after RA bills of above work.

3) I / We am/are also aware that GST rates may vary as per time to time norms/guidelines issued by Central/State Government. Hence I/We hereby undertake that if in case it is observed that surplus/excess amount has been reimbursed to me from GMIDC than actual applicable lower GST rate then I/We will return back such surplus/excess received amount to GMIDC immediately otherwise it shall be recovered from next RA Bills. I/We accept that it will be binding on me/us and I/We have no objection regarding this in future also.

.....

Signature & Stamp of the

Contractor

**CERTIFICATE OF ACCEPTANCE OF ALL TERMS AND CONDITIONS
MENTIONED IN TENDER BOOKLET**

Name of Work : Repair of Pump House Building at Shankaraoji Chavan
Vishnupuri Project Tq & Dist. Nanded.

I/We certify that,

I/We accept all terms and conditions mentioned in the tender booklet. Further I / We
accept all specifications and drawings.

.....

Signature of the Contractor

AFFIDAVIT

(on Rs.500/- Stamp Paper Notarised)

Name of Work : Repair of Pump House Building at Shankaraoji Chavan Vishnupuri
Project Tq & Dist. Nanded.

I..... Age address
..... (Authorized signatory to sign the contract.)

Hereby, submitted, 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 & evaluation of the contract. I hereby agree to the conditions mentioned below:-

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

Signature of Contractor

(Seal of Company)

PROFORMA - 1

This form consists of basic information of Bidder & its certificates. It should be compulsory filled up the following information. Unless & otherwise Bidder will not be evaluated further.

- 1 Name of Bidder
- 2 Nationality
- 3 Office Address
 - i. Telephone No,
 - ii. E-mail I.D.
 - iii. Fax No.
- 4 i Year of Establishment
- 5 Whether the Bidder is
 - i. An Individual
 - ii. A Proprietary Firm
 - iii. A Limited Company or Corporation
 - iv. A Member of a group of Companies (If yes, Give Name, Address, Connections and description of other companies)
 - v. A Subsidiary of a large organization (If yes give Name & Address of the organization) If the Company is subsidiary what involvement, if any will the parent company have in the project
 - vi. Joint Venture consortia (if yes, give Name & Address of each Partner
- 6 Income Tax Pan No.
- 7 G.S.T. Registration No.
- 8 E.P.F. Registration No.
- 9 What best Describes you (Engineers & Contractors/ Consulting Engineers & Contractors/If Other please specify)
- 10 No. of Years in Business
 - I As a prime contractor

- A In own Country
- B Internationally (Specify Country)
- III As a sub-Contractor
- A In own Country
- B Internationally (Specify Country)
- 11 Have you ever failed to complete any work awarded to you
- 12 In how many projects have you asked arbitration after ratification and how many cases settled in your favor
- 13 In how many projects you were imposed penalties for delay
- 14 Have any key personnel of partner of your organization ever failed to complete contract awarded in his name
- 15 Do you have Quality Control Laboratory and Mobile Laboratory

Signature of Contractor

(Seal of Company)

PROFORMA-2

Details of quantities executed and amount of works (Completed and Ongoing) for any year of the last five years

Sr. No.	Year	General Experience as per para 4.3.4					Total financial turnover amount Rs. in lakhs	Reference page no.
		Painting (Sqm)	Aluminium work (Sqm)	Water Proofing (Sqm)	Lightening Conductor (Nos)			
1								
2								
3								
4								
5								

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor

(Seal of Company)

PROFORMA – 2 (a)

(a) Details of the works completed

(Separate information for each works).

1. Name of work
2. Agreement No. and year
3. Place and country
4. Total tendered cost of work (Rs. in lakhs)
5. Brief description of works including principal feature and quantities of main items of the work
6. Annual Turnover

	Items	Unit	Quantities executed (As per Certificate of concerned authorities)				
			Vth year	IVth year	IIIrd year	IInd year	Ist year
6.1	Physical		2025-26	2024-25	2023-24	2022-23	2021-22
	Items as stated In Section D Para 4.3.4						
1							
2							
3							
4							
6.2	Financial turnover Defined as billing For works. (excluding Advance payments Received duly certified By Concerned authorities)	Rs. in Lakhs					

7 Period of completion

(a) Date of Commencement

(b) Originally stipulated period of completion

- (c) Scheduled date of completion
- (d) Extended date of completion
- (e) Actual time taken for completion
- (f) Certificate of concerned authority regarding completion of work if completed in time (Y/N)
- (g) Reasons for non completion of work in stipulated time limit, if so

7	Where there any penalties / fines / stop notices /compensation / liquidated damaged imposed (Yes or No. if yes, give amount and explanation)	
8	Where there any penalties / fines / stop notices / compensation / liquidated damaged proposal are in progress (Yes or No. if yes, give amount and explanation)	
9	Name, Designation, and complete address with whom the contents of the preceding Para 1 to 8 could be verified.	
10	Name of applicant's Engineer-in-charge of the Work	
11	Give details of your experience in monthly placement of important items such as listed in Annex-A	
12	Give details of your experience in mobilizing large value contracts with modern technology on the deployment of latest heavy construction equipment	
13	Details of quality control arrangements made by the contractor of his own on these works	
14	Whether bidder penalized under clause 2 slow progress of work	
15	Whether work abandoned by the bidder clause 3. Whether rescind contracts as incomplete work	
16	Whether recorded bad quality of works by Quality control authority	
17	Whether valid bad, poor performance published in media	
18	Whether evidence of rude behaviour of contractors with offer bears	

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor
(Seal of Company)

PROFORMA – 2 (b)
(b) Details of works in hand

(Separate information for each work.)

1. Name of work
2. Agreement No. and Year
3. Place and country
4. Tendered cost of work (Rs. in lakhs.)
5. Name of applicant's Engineer-in-charge with educational qualification
6. Annual turnover

Sr. No.	Item	Unit	Quantities executed (Certificate of concerned authorities is essential)				
			V th year	IV th Year	III rd Year	II nd Year	I st year
6.1	Physical						
	1						
	2						
	3						
6.2	Financial turnover:	Rs. in lakhs					
7)	i)	Percentage of physical completion					
	ii)	Cost of work completed(Rs. in lakhs)					
	iii)	Revised tendered cost (Rs. In Lakhs)					
	iv)	Balance cost on the date stipulated					
	v)	Stipulated date of completion					
	vi)	Anticipated date of completion					
8)		Whether work progress is as per tender programme (Yes or No) If not explain the reasons.					

9)		Expected year wise programme of completion	
	I	Present year	
	II	Next year	
10)		Were there any fines, claims or stop notices filed by the Employer (Yes or No)	
11)		Details of quality control arrangements made by the contractor of his own on these works	
12)		Name, Designation, Department and complete address with whom the contents can be verified.	

Certified that the above information is true and correct to the best of my knowledge and belief. I fully aware that my Bid will be treated as nonresponsive & will be summarily rejected at any time if above information is found to be false & misleading.

Signature of Contractor

(Seal of Company)

PROFORMA – 2 C

PROFORMA FOR WORK DONE CERTIFICATES BY ENGINEER IN CHARGE

Certificate For the work completed / under progress

(Separate information for each work)

Certificate for the work completed / under progress as on.....

Sr. No.	Particular	Details
1	Name of work	
2	Estimate cost	
3	Agreement No	
4	Name of Contractor	
5	Tendered Cost	
6	Date of work order	
7	Stipulated period of completion	
8	Scheduled date of completion	
9	Extension granted	
	1	
	2	
	3	
10	Final date of completion	
11	Revised cost of work	
12	Cost of work executed (P.E. should be shown separately)	
13.		
a)	Balance cost of work-	
	i) from original Tender-	
	ii) from sanctioned Additional Work- (DSR Year-) (Excess Note- 1)	
	iii) from sanctioned Additional Work- (DSR Year-) (Excess Note- 2)	
13.	Expected month / year of completion-	
b)		
14	Reasons for non-completion of work in scheduled period of Completion	
15	Whether any penalties / fine / stop notice / compensation / liquidate damage imposed	

Sr. No.	Particular						Details
16	Details of Work Done						
A	Item	Painting	Aluminium work	Flooring Tiles	Water Proofing	Lightening Conductor	Cost of Work
i.	Unit	Sqm	Sqm	Sqm	Sqm	Nos	
ii.	Tendered Quantity						
iii.	Revised Quantity						
iv.	Executed Quantity						
v.	Balance Quantity						
B	Cost of work executed-						
	Year wise break up						
	5 th financial Year						
	4 th financial Year						
	3 rd financial Year						
	2 nd financial Year						
	1 st financial Year						
	Current financial Year						
17	Remarks about performance of contractor about physical progress and quality of work :						

Outward No.:

Date :

(Stamp with name)

Seal

(E.E. Stamp with name)

PROFORMA – 3

Details of Similar type of work

Statement showing the similar type of work carried out by the contractor
as per Para 4.3.3

Sr. No	Name of similar type of work	Agreement No.	Amount of work done	Date of completion of work	Updated value of applying 10% weightage from the date of completion	Concerned Ex.Engr's office Name & Address & Tel No.	Proforma 2(c) of similar type of work attached	Remarks

Certified that the above information is true and correct to the best of my knowledge and belief. I fully aware that my Bid will be treated as nonresponsive & will be summarily rejected at any time if above information is found to be false & misleading.

Signature of Contractor

PROFORMA – 4 / 1 – (A)

Turnover and Value of "A" for calculating the Bid Capacity (FOR SINGLE BIDDER, OTHER THAN JOINT VENTURE) (Reference Para 4.3.2 & 4.3.5 of Section D)

Details of information required for calculating the Bid Capacity Statement for determining Turnover and Value of "A" maximum value of Works done during the last five years.

Annual Turnover Form				
Name of Bidder-				
Annual Turnover of the Contractor based on Audited Balance Sheet to Income Tax / Department / CA				
No. of year	Financial Year	Annual Turnover (in Rs. Lakhs)	Multiplying factor for updating	Updated Value (in Rs. Lakhs)
1	2	3	4	5
V	2021-22		1.5	
IV	2022-23		1.4	
III	2023-24		1.3	
II	2024-2025		1.2	
I	2025-2026		1.1	
Maximum annual Turnover Value of "A" Rs lakhs				

NOTE-

- 1) Figures in Col 1 to 3 should be supported by certificates only.
- 2) Attach Chartered Accountant's certificate supported by audited balance sheet showing turn-over of last five years. (CA must having Unique Document Identification Number (UDIN))
- 3) On verification if information submitted is found to be false or misleading, bid will be considered as irresponsive & the bidder / the Chartered accountant will be liable for legal consequences.

This Information should be certified by CA.

Certified that the above information is true and correct to the best of my knowledge and belief. I fully aware that my Bid will be treated as nonresponsive & will be summarily rejected at any time if above information is found to be false & misleading.

Signature of Contractor

(Seal of Company)

PROFORMA – 4/1 – (B)

Turnover and Value of "A" for calculating the Bid Capacity
(FOR JOINT VENTURE ONLY)
(Reference Para 4.3.2 & 4.3.5 of Section D)

Details of information required for calculating the Bid Capacity Statement for determining Turnover and Value of "A" maximum value of Works done during the last five years.

Annual Turnover Form							
Name of Bidder (JV)-							
Annual Turnover of the JV based on Certificates submitted to Income Tax/Department/CA							
No. of year	Financial Year	Annual Turnover (in Rs. Lakhs) as per their share in JV.				Multiplying factor for updating	Updated Value (in Rs. Lakhs)
(1)	(2)	Lead Partner (%) (3a)	Another Partner (%) (3b)	Another Partner (%) (3c)	JV Total (3d)	(4)	(5) = (3d x 4)
V	2021-22					1.5	
IV	2022-23					1.4	
III	2023-24					1.3	
II	2024-25					1.2	
I	2025-26					1.1	
Maximum annual Turnover Value of "A" Rs lakhs							

NOTE-

- 1) Figures in Col 3a to 3c should be supported by certificates only.
- 2) Attach Chartered Accountant's certificate supported by audited balance sheet showing turn-over of last five years. (CA must having Unique Document Identification Number (UDIN))
- 3) On verification if information submitted is found to be false or misleading, bid will be considered as irresponsive & the bidder / the Chartered accountant will be liable for legal consequences.

This Information should be certified by CA .

Certified that the above information is true and correct to the best of my knowledge and belief. I fully aware that my Bid will be treated as nonresponsive & will be summarily rejected at any time if above information is found to be false & misleading.

Signature of Contractor
(Seal of Company)

PROFORMA – 4 / 2

Statement for the value of "B" (Reference Para 4.3.5 of Section D)

i.e. value of existing commitments and ongoing works to be completed in the period stipulated for completion of the work, Certificates regarding this will be required to be countersigned by the Engineer-in-charge.

Amount Rs. in Lakhs.

Sr No.	Name of Work	Name of Office	Ref. Page No. Of Certificated	Date & No. Of Certificate	Month & year of commencement of Work	Amount of contract	Revised Tender cost	Period of completion	Scheduled date of completion	Balance cost as on date of submission of bid	Value of works to be completed between period given for this work	Factor	Updated cost of col. 12 (Co.13x, Col. 13)
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Total													

Note :- Figures in Col.3 to 12 should be supported by the work done certificate (only in proforma given in Section D) issued by Executive Engineer in case of Govt. / Semi Govt. Works If figure under col.12 not supported by work done certificates in proforma given, whole of the balance amount proforma col. No.11 shall be taken under col No.12

If the work is executed through Joint Venture then percentage of amount shall be mentioned in proportional to there in Joint Venture .

Certified that the above information is true and correct to the best of my knowledge and belief. I fully aware that my Bid will be treated as nonresponsive & will be summarily rejected at any time if above information is found to be false & misleading.

Contractor Seal

Contractor Signature

CONTRACTOR SIGN

NO. OF CORRECTIONS

EXECUTIVE ENGINEER SIGN

PROFORMA – 4 / 3

Calculation of Bid capacity of the Bidder
(Refer Para 4.3.5)

This format is used to calculate the bid capacity of the bidder based on information submitted by the bidder.

Where N = Period for completion of work (**1 Year**).

(Bidders Self declaration regarding Bid Capacity)				
Bid Capacity = (AxNx2) – B				
1	A= Maximum value of annual turnover in any one year during the period of last five years Value Declared in Format 4/1 A or 4/1 B	(A)		In Lakh
2	N= Time period of tender in years	(N)		Years
3	B = value of existing commitments and ongoing works to be completed in the period stipulated for completion of the work Value Declared in Format 4/2 (For work period)	(B)		In Lakh
4	Bid Capacity			In Lakh

Certified that the above information is true and correct to the best of my knowledge and belief. I fully aware that my Bid will be treated as nonresponsive & will be summarily rejected at any time if above information is found to be false & misleading.

Signature & Stamp of
Contractor

PROFORMA – 4 / 4

Details of works tendered for
As on the date of submission of Tender document

	Particulars	(1)	(2)	(3)	(4)	(5)	(6) etc.
1	Name of work						
2	Estimated cost (Rs. in Lakhs)						
3	Tendered cost (Rs. in lakhs)						
4	Date when decision is expected						
5	Stipulated date and period of completion						
6	Name, designation and address with whom the Contents of the above information can be Verified.						
7	Remarks.						

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor
(Seal of Company)

PROFORMA – 5

1. Capital

a) Authorized

b) Issue and paid up

FINANCIAL STATEMENT

2. a) Date of incorporation of the Firm b) Duration of existence of the firm

3. Furnish Balance sheet, profit & loss statement, Form 26AS, Civil Engineering works turn over certificate by C.A. with Auditor's report for the last five years, it should interlaid with the following information

4. Your Working capital

5. Total liabilities

6. Current Ratio:

7. Current assets. (Rs. in Lakhs) :

8. Current liabilities (Rs. in lakhs)

9. Total liabilities to net worth.

10. Debit equity ratio (Defined as Debt / Equity) What is the max. value of the project that you can handle? (Rs. in lakhs)

11. Have you ever denied tendering facilities by the Govt. Dept./ public Sector undertaking? (Give details).

12. What are your sources of finance? (Please give complete details. Bank reference also)

13. Certificate of financial soundness from Bankers of applicant.

14. Furnish the following information for last five years (duly certified by the respective Banks)

a) Bank guarantee over draft limit enjoyed by the firm during each of the last five years with Bank wise breakup (Rs. in lakhs)

b) Portion of Bank guarantee already utilized as on date of application (Rs. in lakhs)

15. Overdraft limits enjoyed during each of the last five years with Bank wise breakup (Rs. in Lakhs)

16. Name and address of Bankers from whom reference can be made.

17. Have you been declared bankrupt?(If yes, please give details)

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor

(Seal of Company)

PROFORMA – 6
RESOURCES PERSONNEL

(Please give details of Key technical and Administrative Personnel in the following proforma.)

1. Details of the Board of Directors
 - a. Name of the Director (s)
 - b. Organisation
 - c. Address
 - d. Remarks

2. Details of key / technical and administrative personnel and consultants and supervisory technical staff which the applicant will employ on the proposed work.
 - a. Individual Name
 - b. Educational Qualification
 - c. Details of training given for such type of work. d. Present position of office
 - e. Professional experience and number of years of experience on similar work.
 - f. Years with applicant.
 - g. Languages known
 - h. Distribution of above personnel on works in hand and on this work for which applied for Post Qualification

3. Contractor shall submit a valid and current license issued in his favour under the provisions of contract Labour (Regulation & Abolition) Act 1970 and the Maharashtra Contract Labour (R and A) Rules 1971.

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor
(Seal of Company)

PROFORMA - 7 A

EXPERIENCE CERTIFICATE OF PROJECT MANAGER / PROJECT ENGINEER

Name of Manager :-

Qualification :-

Year of passing:-

Period of Experience	Name of firm	Postal address	Phone No.	E-mail Address

Certificate :- I will produce proof of above experience at any time when asked to do so.

Signature of Manager / Project Engineer

(Seal of Company)

PROFORMA – 7 B

DETAILS OF PLANTS AND MACHINERY IMMEDIATELY AVAILABLE WITH THE
BIDDER FOR USE ON THIS WORK

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

Note- RC Book, Documents, Insurance Certificates may be attached.

Signature of Contractor

(Seal of Company)

PROFORMA-8

STRUCTURE AND ORGANISATION

1. Name of applicant.
2. Nationality of Applicant.
3. Office Address,
Telegraphic Address,
Telephone Number
Telex Number,
Fax Number
E-mail address
4. Bank Details for NEFT / RTGS payment
 - a) Account No.
 - b) Type of Account
 - c) Name, Address, Branch Name of Bank
 - d) Code No. of Bank
 - e) MICR No. of Bank
 - f) IFSC code of Bank
5.
 - a. Year Established (when and where) and legal name as formed individual /firm/Company.
 - b. Class of registration with Government of Maharashtra / (P.W.D.).
6. Whether the Applicant is
 - a. An individual.
 - b. A proprietary firm.
 - c. A Limited company of corporation.
 - d. A member of a group of companies (If yes Give name, address, connections and Description of other companies.)
 - e. A subsidiary of a large organization (If yes, Give name and address of the organization). If the company is subsidiary what involvement If any will be present company have in the project.
 - f. Joint Venture consortia
(If yes, give name and address of each partner)
7. Attach the organization chart showing the structure of the organization including the positions of the directors and key personnel.
8. What best describes you.
 - a. Engineers and contractors.
 - b. Consulting Engineers and contractors.
 - c. If, other, please specify.
9. Number of year of experience.
 - a. As a prime contractor
 - i. In own country (Specify)
 - ii. Internationally (Specify country)
 - b. As a joint venture
 - i. In own country (Specify)

ii. Internationally (Specify country)

c. As a sub contractor

i. In own country (Specify)

ii. Internationally (Specify country)

10. How many years have your organization been in business under your present name? And what were your fields when you established your organization?

When did you add new fields (If any) ?

11. Were you required to suspend construction for a period of more than six months continuously after you started? If so reasons thereof.

12. Have you ever failed to complete any work awarded to you

(If so, which, where and why)?

13. In how many projects have you asked arbitration after notification (if so, when, where, and why) and how many cases settled in your favor?

14. In how many projects you were imposed penalties for delay?

15. Have any key personnel or partner of your organization ever been an officer or partner of some other organization that failed to complete the contract (if so state name of individual /other organization)

16. Have any key personnel or partner of your organization ever failed to complete the contract handed in his name.

17. In what fields do you claim specialization and are interested to work ?

18. Give details of your experience in modern concrete technology and work for manufacturing and quality control.

19. Give details of your material testing laboratory and mobile laboratory.

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor

(Seal of Company)

PROFORMA-9

ADDITIONAL INFORMATION

1. Please add any further information which the applicant considers relevant in regard to his capabilities.

2. Please give a brief note indicating how the applicant considers himself eligible for pre-qualification for the work.

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor

(Seal of Company)

PROFORMA-10

Quality Control Equipment with Contractor and Quality assurance plan of Contractor

1) Quality Control Equipment with Contractor

Sr. No.	Name	Make	Capacity
---------	------	------	----------

2) Quality Assurance Plan of Contractor

a) Details of personal for looking quality of work

b) Methodology proposed for quality assurance of work

c) Method of reporting of quality assurance of work

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor

(Seal of Company)

PROFORMA-11

Certificate of Geo-tagging

1) ~~Name of work : Construction of Revised Energy Dissipation Arrangement of
Balegaon High Level Barrage, Tal. Umri, Dist. Nanded~~

2) ~~Tender Notice No.~~

3) ~~Name of person visiting the site~~

4) ~~Date of Visit~~

5) ~~Time of Visit to~~

~~I have uploaded Geo-tagged photos in envelope no.1 along with this Certificate.~~

~~I have Visited/Studied scope of work, site conditions, Verified provision in tender documents, resources available and difficulties / restriction of site in all respect.~~

~~(signature of contractor or authorized representative)~~

~~To,~~

~~Executive Engineer,~~

~~Vishnupuri Project Division No.2,~~

~~Nanded~~

PROFORMA-12

JOINT VENTURE

If the applicant intends to enter into a Joint Venture for the project, please give the following information otherwise state "Not applicable"

1. Name and address of Joint Venture

2. Name and address of all Partners of Joint Venture

3. Name of Firm leading the Joint Venture

4. Indicate the responsibility of the firm leading the Joint Venture and responsibility of other Joint Venture partners.

5. Names and address of bankers of the Joint Venture

6. Details regarding financial participation of each firm in the Joint Venture. Certified copy of the agreement of Joint Venture shall be attached.

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor

PROFORMA-12 (a)

(To be typed on Rs. 500 stamp paper)

Responsibilities of lead contractor in case of Joint Venture

I,Partner of
.....firm as lead contractor
of the tender contractor and
Shri.....other partner of the firm in the
Joint Venture for the tender contract .

We have registered a partnership firm known as bearing
Registration No.....for the year 20 ,
dated.....registered in the office of the Registrar of partnership firm
at for the purpose of tender.

We hereby certify that, in case of my dispute, breach of contract of liability (physical or financial) on the part of any partner of the Joint Venture firm , we as the lead firm of the Joint Venture shall be liable and responsible to fulfill all the terms and conditions of the tendered contract and for all the liabilities including recoveries if any or financial liabilities arising out of the contract or physical completion of work, till the expiration of the liability period under the contract.

Place :

Date :

Signature of stamp of lead firm

Witness:

1).....

2)

PROFESSIONAL TAX CLEARANCE CERTIFICATE

(Ref. To Para 2.2.A (X) PAGE NO 30

This is to certify that M/s. _____ of
(address), is a registered dealer under the Maharashtra State Tax on Professions, Traders,
Callings and Employment's Act No. XVI of 1975, holding Registration Certification
No. _____ w.e.f. _____.

The said dealer has paid all tax dues up to 31st March, 2026 (previous year) under
the act. The dealer has paid the professional tax dues for the employees mentioned
below.

Sr. No.	Name of the Employee	Designation

There is no Professional Tax due outstanding against the dealer under the act.

This certificate is valid for ONE year from the date of issue.

Place:

Date:

Signature

Professional Tax Officer

~~“The Contract” shall mean the Contract entered into or to be entered into between the Joint Venture and the owner for the works.~~

~~JOINT VENTURE (JV)~~

~~Where as the Parties hereto declare that they agree and undertake to form a Joint Venture for the purpose of execution of above works, as an integrated Joint Venture, The JV shall be called as
“..... JOINT VENTURE ”for short.~~

~~Provided that the Parties are not , under this agreement, entering into any permanent partnership or Joint Venture to Tender or undertake any contract other than the subject works.~~

~~Not thing herein contained shall be considered construe the Parties or Partners to constitute either Party the agent of the other.~~

~~WITNESSES~~

~~Where as The Executive Engineer, Vishnupuri Project Division No.2, Nanded. Here in after referred as The Executive Engineer have agreed to award the work of Revised Energy Dissipation Arrangement of Balegaon High Level Barrage, Tal. Umri, Dist. Nanded including Civil Works hereinafter referred as “the works, to the Joint Venture”~~

~~Where as.....and..... wish to execute the Contract if awarded as per the terms of this indenture.~~

~~Now, therefore this Deed of Partnership Witnesses as follows :~~

- ~~1. That these recitals are and shall be deemed to have been part and parcel of the present MOU for JV.~~
- ~~2. That this J.V. Agreement shall come into force from the date of this J.V. i.e.....~~
- ~~3. That the operation of this MOU for shall come into force from the date of this J.V. i.e.....~~
- ~~4. That the name of the Joint Venture firm shall be “... Joint Venture(J.V.) in short.~~

5. That and shall jointly execute the works according to all terms and conditions as stated in the relevant instructions contained in the Bid documents/ Contract as integrated JV styled as "..... JOINT VENTURE." in short.

6. That this Agreement for Joint Venture firm (herein after referred to as JV) shall regulated the relations between the parties and shall include, without being limited to them, the following conditions:

(a) shall be lead Company in charge of the Joint Venture for all intents and purposes.

(b) The parties hereto shall be jointly and severally liable to GMIDG for all acts, deed and things pertaining to the contract. The contract for the works shall be signed by Shri.....to whom necessary General Power of Attorney signed by all signatory / les, suitable as described above shall be issued by the JV and delivered to the owner.

(c) That the Director of one of the parties to the JV M/s..... shall be lead Manager of the JV firm and shall have the power to control and manage the affairs of J.V.

(d) That on behalf of the Joint Venture Shri(.....) shall have the authority to incur liabilities, receive instructions and payments , sign and execute the contract for and on behalf of the Joint Venture All

(e) Bank account shall be opened in the name of J.V. to be operated by the individual signatories as mutually decided by representatives of the Joint Venture Partners.

(f) That each of the parties to the JV agrees and undertake to place at the disposal of the JV benefits of its individual experiences, technical knowledge and skill and shall in all respect bear its share of the responsibility including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be as follows.

Name of the Contractor : Share percentage
.....

~~(g) And all rights, interests, liabilities, obligations, work experience and risks (and all net profits or net losses) arising out of the Contract shall be shared or borne by the Parties in proportion to these shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees sureties required for the works as well as its proportionate share in working capital and other financial requirements, all in accordance with the decisions of the Apex Coordinating Body.~~

~~(h) Any loan/advance shall be shared by theand at the ratio of respectively.~~

~~(i) All funds finance or working capital required for carrying out and executing the works or contract shall be procured and utilized by the parties as mutually agreed by then and they shall be liable and responsible for the same.~~

~~(j) Site Management :~~

~~The execution of the work on the site will be managed by a Project Manager reporting to the ACB. The Project Manager shall be authorized to represent the JV on site in respect of matters arising out of or under contract.~~

~~(k) That "....." and"..... shall be jointly and severally liable towards the owner for the execution of the contract commitment in accordance with contract conditions.~~

~~(l) The JV deed shall be registered with the Registrations Firms M.S. Prior written approval of GMIDC shall be obtained before any changes are proposed to be made in this Joint Venture Agreement once it is registered with the Register of firms, Maharashtra State, after the initial approved to the JV deed by the Corporation.~~

~~(m) This Joint Venture Agreement shall not be dissolved till the completion of the defect liability period as stipulated in the Tender Document conditions of the works and till all the liabilities thereof are liquidated.~~

~~(n) That question relating to validity and interpretation of this Deed shall be governed by the Laws of India.~~

~~(o) That No party to the JV has the right to assign any benefit, obligation or liability under the agreement to any third party without first obtaining the written consent of the other partner and the GMIDC.~~

~~(p) Bank account(s) in the name of Joint Venture firm may be opened with any Scheduled or Nationalized Bank and the representatives of JV partners are authorized to operate upon such accounts individually.~~

~~(q) That both the parties to the JV shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the business of the JV firm and the same shall be closed as at the end of the every financial year.~~

~~(r) That the financial year of the firm shall be the year ended on the 31st day of March every year~~

~~(s) That upon closure of the books of account. Balance sheet and profit and loss Account as to the state of affairs of the firm as the end of the financial year and as to the profit or loss made or~~

~~(t) Incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall be subject to audit by a Chartered Accountant.~~

~~(u) The firm holding the power of attorney shall be responsible for the fulfilling the condition during the defect liability period after completion of work~~

LEGAL JURISDICTION:

~~(v) All matters pertaining to or emanating from this JV agreement involving the owner shall be subject to jurisdiction of High Court of Judicature at Chhatrapati Sambhajinagar. NOT ICES AND CORRESPONDANCE:~~

~~(w) All correspondence and not ices to the J.V. shall be sent to any one of the following addressee.~~

~~(1)~~

~~2).....~~

~~Will be intimated in due course within a week from date of "Work Order"~~

~~IN WITNESS WEHEREOF the parties have caused their duly authorized representative to sign below.~~

~~Signed for and behalf of~~

~~.....~~

~~.....~~

~~Signed for and behalf of~~

~~.....~~

~~.....~~

~~WITNESS~~

MODEL FORM OF BANK GUARANTEE BOND
(On Rs.500/- Stamp Paper)

1. This deed of Guarantee is made on the by.....
having his head office at (Here in after called the 'said Contractor(s)') from the demand under the terms and conditions of Agreement dated made between and for (here in after called 'the Agreement') of additional security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs...../- (Rs only). We.
..... (here in after referred to as 'the Bank') at the request of
..... (contractor) do hereby undertake to pay to the
..... Development Corporation, here in after referred to as Corporation, an amount not exceeding Rs..... against any loss or damage caused to or suffered by the Corporation by reasons of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We,..... (indicate the name of bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Contractor(s) of any of the terms of conditions contained in the said Agreement or any reason of the contractor'(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable under his guarantee shall be restricted to an amount exceeding Rs.-/-

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

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

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

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

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

Dated theday of 20..... for (Indicate the name of Bank)

PERFORMANCE BANK GUARANTEE

To,

Executive Engineer
Vishnupuri Project Division No.2,
Nanded

WHEREAS, [name and address of Contractor] (hereafter called "The Contractor") has undertaken, in pursuance of Contract No. _ dated to execute (herein after called "the Contract") _ [name of Contract and brief description of Works]

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE We hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of (amount of guarantee)* (in words), such sums being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _

[amount of guarantee] as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

der or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 30 days from the date of expiry of the Defect Liability

Period.

Signature and Seal of the Guarantor _ _

Name of Bank_

Address ____

Date _

Amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

INSTRUCTION TO BIDDER FOR FILLING UP SELF EVALUATION SHEETS

A) Self Evaluation Sheet – Part 1 – General Conditions-

- 1) All information as per requirements must be filled up by the bidder.
- 2) Above required information must be supported and referred with page no. of that documents submitted by the bidder.
- 3) All documents are digitally signed by bidder. work done certificate must be signed by the officer not below the rank of Executive Engineer.

B) Self Evaluation Sheet – Part 2 – Technical Qualifications-

- 1) All information as per requirements must be filled up by the bidder
- 2) All information filled up by the Bidder should be supported by certificates only (in proforma given in section D- proforma for work done certificates) given by the Engineer-in-charge not below the rank of Executive Engineer, in case of Govt. / Semi Govt./ Works and by project authorities in all other cases.
- 3) Maximum Value of Works – Turnover (A) completed in any one year during the period of last five year (updated to the price level, of the year in which the tenders are opened) which will take into account the completed and ongoing works.
- 4) The Bidders shall submit Balance Sheets (Profit and Loss Accounts with schedules) of last five years duly certified by the Chartered Accountant having Unique Document Identification Number (UDIN), turnover certificates by Chartered Accountant having Unique Document Identification Number (UDIN).
- 5) Tender will be considered as disqualified, if the information submitted is found to be false on verification.
- 6) For the calculation of Value of the work in hand (B), factors should be taken as per work order date and sanction date of additional works (if any).
- 7) Regarding Balance cost- “Value of Balance cost to be completed during the period given for work of this tender” means amount of work to be executed /to be completed out of total balance cost of the work during the period given for the work of this tender.
- 8) Updated amount of balance work is calculated by multiplying factor to above value. (Sr.No.7)
- 9) For the Calculation of updated value of the work for Similar type of work factors should be taken from the date of completion of work.

SAMPLE SELF EVALUATION SHEET / Part 1 to 3

(Use Excel File)

Download soft copy file from the link Sample-

<https://t.ly/jCZxM> or <https://plz.life/C6AZJM>

SELF EVALUATION SHEET

(TO BE PREPARED BY THE BIDDER IN LETTER HEAD)

Sr. No.	Description	Submitted / Not Submitted Yes / No.	Reference to Page No. of Documents submitted by the bidder.	Result of Checking
1	Valid PWD Registration Certificate of Proper Class as per cost put to tender.			
2	Whether E.M.D. & Tender fee have been deposited online from the bidder's own bank account? (Screen Shot / Copy of Transcation must be			
3	Legal status of the bidder -			
4	Individual, Partnership firm, company etc. documents, memorandum of association etc. may be attached in			
5	Whether all documents signed by authorized signatory. A document like Pan Card, Registration certificate, Power of Attorney etc. may be attached in support for signature			
6	Whether all documents are attested by Gazetted officer?			
7	Pan Card, Audited financial reports by C.A.,form no. 26AS generated online from portal of Income tax department, Civil engineering works turn over certificate by C.A.			
8	G S T Registration			
9	P.T. clearance Certificate			
10	EPF Registration			
11	Latest Electronic- chalan-cum return (ECR)			
12	Letter of Transmittal (on letter head)			
13	Undertaking – 1 (on stamp paper			
14	Undertaking – 2 (on stamp paper			
15	Undertaking – 3 (on stamp paper			
16	Undertaking – 4&5 Declaration of the Contractor (on stamp paper Rs.100/-)			
17	Certificate of acceptance of all terms and conditions of the tender booklet.			

Sr. No.	Description	Submitted / Not Submitted Yes / No.	Reference to Page No. of Documents submitted by the bidder.	Result of Checking
18	Affidavit (on stamp paper Rs.500/- Notarised) & Form of agreement (on stamp paper Rs. 500/-)			
19	Form - 1 basic information			
20	Whether the technical personnel are sufficient for this work?			
21	Whether the plant & machinery are sufficient for this work?			
22	Whether the work experience is sufficient for this work?			
23	Form – 5 Details of works tendered for ason the date of submission of Tender document			
24	All work done Certificates (No exclusion)			

Certified that the above information is true and correct to the best of my knowledge and belief. I fully aware that my Bid will be treated as nonresponsive & will be summarily rejected at any time if above information is found to be false & misleading.

Contractor's Signature

SELF EVALUATION SHEET - Part- 2

Technical Qualification

E Tender Notice No. for 2026-27

Name of Work - Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded.

Name Of Contractor: - (Separate for each partner in case of JV)-

Sr. No.	Name of work	Page No.	Tender cost (Lakh)	Dt. Of work order	similar Type of work complete	2022-23				2021-22	2020-19	2019-18	2018-2019	Balance work			
						Cost of Work	as per 4.3.2 c) Sr. No.1)	as per 4.3.2 c) Sr. No.2)	as per 4.3.2 c) Sr. No.3)								
						Lakh	unit	unit	unit	Unit					Lakh	Lakh	Lakh
1	2	3	4	5	6	7	8	9	10	11				32	33	34	35
1																	
2																	
3																	
4																	
5																	

(Create Excel File)

CONTRACTOR SIGN

NO. OF CORRECTIONS

EXECUTIVE ENGINEER SIGN

SELF EVALUATION SHEET - Part- 3 –Machinery & Management Conditions

Name of work : Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded .

Circle: - Nanded Irrigation Circle, Nanded

Division: - Vishnupuri Project Division No. 2, Nanded

Name of contractor :-

Tender notice no. for 2026 - 2027

As per Para 4.3.6 & 4.3.7 own Machineries and Manpower management -----

Sr. No.	Description	Min. No. reqd as per	Referance page No. of Document	Yes/No Written by contractor	Result of Checking
	A) Machinery (As per Para 4.3.6)				
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
	B) Manpower Management (As per Para 4.3.7)				
1					
2					
3					
4					
5					

Certified that the above information is true and correct to the best of my knowledge and belief. I fully aware that my Bid will be treated as nonresponsive & will be summarily rejected at any time if above information is found to be false & misleading.

Contractor's Signature

**SECTION - E GENERAL
DESCRIPTION OF
PROPOSED WORK**

SECTION - E

GENERAL DESCRIPTION OF PROPOSED WORK

5.0.0 NAME OF WORK:

Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded .

5.1.0 DESCRIPTION OF THE PROJECT :

The Shankarraoji Chavan Vishnupuri Project is being constructed across River Godavari near village Asarjan, 8 km from Nanded City. Work of the Barrage is Physically completed and Complete water storage is created. This Project serves for water for Irrigation & Drinking Purpose.

5.2.0 Statur Of Project:

The Project is completed 32 years back. For LIS Pump House is conctructed at barrage site location.

5.3.0 CLIMATIC CONDITIONS:

The project is located in Nanded District of Maharashtra State. Temperature in Summer season is within the range of 38° C to 45°C & Temperature in winter season is within the range of 10° C to 16°C .the rainfall is mainly confirmed in the months of June to October. Average Annual Rainfall at site is 850 mm to 950 mm in year.

5.4.0 SCOPE OF THE WORK :

Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded Approximate quantities of major items to be executed are given as below.

Painting	33592	Sqm
Aluminium work	498	Sqm
Flooring Tiles	2716	Sqm
Water Proofing using acrylic polymer modified cement based water proofing coating with fibre glass mesh	2064.0	Sqm
Lightening Conductore system with copper rod	2	Nos

5.5.0 TENDER DATA

5.5.1	Name of work	Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded.
5.5.2	Estimated Cost	Rs. 212.20 Lakhs
5.5.3	Processing Tender Fees for Bid Evaluation	Rs. 2360 /-
5.5.4	Earnest Money (EMD)	Rs.1.50Lakh
5.5.5	Mode of Payment (Processing Fee & EMD)	Tender Fee and EMD Amount shall be paid online through E-Payment Gateway from the bidder's own bank account only.
5.5.6	Additional Performance Security Deposit (APSD)	If offer quoted by the bidder is below 3% the cost put to tender, the L1 Bidder shall submit D.D. or B.G. of additional performance security deposit within 8 working days from the date of opening of financial bid, no extension for this period in any case.

	<p>i. If the bidder quote his offer up to 3 to 10 % below with respect to the cost put to tender, bidder shall submit the Demand Draft or BG of the amount equal to 1% of cost put to tender subject to minimum Rs. 1000/- towards performance security deposit.</p> <p>ii. If the bidder quotes his offer more than 10% below (offer below than 10%) the cost put to tender, bidder shall submit the Demand Draft or BG of the cumulative amount which is equal to the amount by which offer is more than 10% below plus the amounts as per (i) above subject to minimum Rs. 1000/- (For example, for 14% below rate, 1% + (14% -10%) i.e. 4%, then total 5% of the cost put to tender.)</p> <p>iii. If the bidder quotes his offer more than 15% below (offer below than 15%) the cost put to tender, bidder shall submit the Demand Draft or FDR or BG of two times of the cumulative amount which is equal to the amount by which offer is more than 15% below plus the amounts as per (ii) above subject to minimum Rs. 1000/- (For example, for 19% below rate, 6% + (19% - 15%) x 2 = i.e. 14%)</p> <p>iv. The amount of performance security shall be calculated on rounding of amount put to notice up to two decimal places.</p> <p>v. Demand Draft / BG of APSD shall be drawn in the name of Executive Engineer, Vishnupuri Project Division No.2, Nanded And FDR shall be in the name of EE and Contractor both. Demand Draft / BG / FDR shall be drawn from any Nationalized or Scheduled Bank having branch in Maharashtra State.</p>
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		<p>vi. The BG/FDR of APSD shall be valid up to one month after work completion period counted from the date of submission of BG/FDR. Validity of Demand Draft shall be minimum 3 months from the date of submission. If the Contractor willing to submit APSD in the form of BG, then the original BG should be sent directly by the concern Bank through RPAD to Division office of Executive Engineer on address mentioned in para 5.5.12 of Section E.</p> <p>vii. The Executive Engineer shall refund the amount of Additional Performance Security deposit within One months after completion of work successfully.</p> <p>viii. If the bidder submits false documents FDR/ Demand Draft / BG during the tender process, then EMD / Security Deposit / Additional Performance Security Deposit of the bidder shall be forfeited & the bidder shall be liable for action as per prevalent rules.</p> <p>ix. Executive Engineer shall issue the work order only after encasing the Demand Draft of the lowest bidder.</p> <p>x. If L1 bidder doesn't submit Additional Performance Security Deposit within the period said above, his EMD shall be forfeited & shall be disqualified for two years in future tenders. Then L2 bidder shall be called for tender procedure at the Rate of L1 bidder.</p>
5.5.7	Security Deposit (SD)	2 % of tender cost
	a) Initial security Deposit	i) Half of the Security Deposit (i.e. 1% of tender cost) to be deposited by successful contractor in the form of Demand Draft(DD) or Bank Guarantee (BG) before issuing work order to Contractor. If the Contractor willing to submit SD in

	b) Balance Security Deposit	<p>the form of BG, then the original BG should be sent directly by the concern Bank through RPAD to Division office of Executive Engineer on address mentioned in para 5.5.12 of Section E.</p> <p>ii) Demand Draft / BG of SD shall be drawn in the name of Executive Engineer, Vishnupuri Project Division No.2, Nanded. Demand Draft / BG shall be drawn from any Nationalized or Scheduled Bank having branch in Maharashtra State.</p> <p>iii) The BG of SD shall be valid up to Defect Liability Period plus one month counted from the date of submission of BG. Validity of Demand Draft shall be minimum 3 months from the date of submission.</p> <p>b) Remaining 1 % of the Security Deposit mentioned above shall be recovered from R.A. Bills till the 50 % work is completed.</p>
	c) Additional Security Deposit on Excess work (CL.38/37 & E.I.R.L.)	c) 2 % of excess work amount (excluding price escalation) which will be recovered from RA Bills.
5.5.8	Mode of Submission of Tender	Tender should be submitted on-line on https://mahatenders.gov.in No hard copy shall be accepted in any case
5.5.9	Class of Contractor	4 and above
5.5.10	Contractor's query	As per given time schedule (Online)
5.5.11	Period of completion of work	01 years (12Calendar Months) (including monsoon)

5.5.12	Contact Details of Executive Engineer Name of Division, Address, Email, Phone	Office of the Executive Engineer Vishnupuri Project Division No.2, Nanded Jangamwadi, Nanded Pin Code 431605 Email : eevpd2@gmail.com Phone- 02462 - 260960
5.5.13	Contact Details of Superintending Engineer Name of Circle, Address, Email, Phone	Superintending Engineer Nanded Irrigation Circle, Nanded Sinchan Bhavan, Nanded. Email - senicnanded@gmail.com Phone: 02462- 262460
5.5.14	Contact Details of Chief Engineer Name of Regional Office, Address, Email Phone.	The Chief Engineer (WR) Water Resources Department Chhatrapati Sambhajinagar Sinchan Bhavan, Jalana Road, Chhatrapati Sambhajinagar Email : cewrd.abadwrd@maharashtra.gov.in Phone : 0240-2331249
5.5.15	Bank Account E-Details of Executive Engineer- Name of Account Holder Name of Bank	Executive Engineer, Vishnupuri Project Division No.2, Nanded State Bank of India. Shivajinagar Branch Nanded.
5.5.16	Tender Opening Authority	Office of the Executive Engineer Vishnupuri Project Division No.2, Nanded jangamwadi, Nanded - 431605 Email : eevpd2@gmail.com Phone- 02462 - 260960
5.5.17	Date & Time of Opening of Technical Bid	As per given time schedule in detailed tender notice.

5.5.18	Any addendum / corrigendum / cancellation	Any addendum / corrigendum / cancellation of above tender will be published on the web-site https://mahatenders.gov.in and on the notice board of Office of The Executive Engineer, Vishnupuri Project Division No.2, Nanded
5.5.19	Bid Documents	Bid Documents consisting of detailed tender notice, instruction to bidder, Qualification criteria, Schedule B, terms & conditions, specifications, plans and drawings are available on web-site https://mahatenders.gov.in . Other necessary documents can be seen on the web-site till last date of sale and receipt of tender papers. Interested bidder may obtain further information at the web- site Portal https:// mahatenders.gov.in
5.5.20	Bid Documents acceptance period	The bid for the work shall remain open for acceptance for a period of 75 days from the date of opening of financial bids. If any bidder withdraws his bid / tender before the said period or makes any modification in the terms and condition of the bid, then the EMD submitted shall stand forfeited & the bidder shall be liable for action under prevailing rules.
5.5.21	Other details	Other details including details of Portal Registration, Submission of bid, Re- submission and withdrawal of bid can be seen in the bidding documents which is available in web-site https://mahatenders.gov.in

5.5.22	Documents to be uploaded	<p>The scanned copies of original documents should be uploaded on above mentioned web-site as per Section C - Para 3.9.0 of this Tender Booklet and should be produced for verification when demanded after opening of the Technical Bid. The bidders who participated in the online bidding shall be present at the date, time & venue to witness opening of the bid. The bids can only be opened by the pre- designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day. Date, time and place of opening of BOQ shall be intimated separately.</p>
5.5.23	Authority of Right to reject	<p>Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.</p>
5.5.24	Tender Acceptance Authority	<p>As per GoM, WRD, GR - Dtd. 18/10/2023 As per extant Rule and Circulars.</p>

5.6.0 WORK AND SITE DETAILS:

Location of work:- 08 km. from District place Nanded
2.0 km. from nearest Village Vishnupuri

Nearest Railway Station: - Nanded which is 10 Km away from Project Site

Road :- Site is approachable by Nanded- Latur Road

Nearest Telephone Facility : At Vishnupuri 2 Km away from Work Site

Work site Nearest Petrol & Diesel Pump : At Vishnupuri 2 Km away from Work Site

5.7.0 Period of Completion : 01 years (12Calendar Months)
(Including Monsoon)

5.8.0 Defect Liability Period : 36 Months

5.9.0 Construction Programme of major Items to be executed has been mentioned after Schedule – B.

5.10.10 Price Escalation : Price escalation is applicable for this tender as stipulated in clause-31 of special Condition of contracts (Section-H)

SCHEDULE - A

SCHEDULE - 'A'

(APPLICABLE FOR WORKS COSTING LESS THAN RS. 100 LAKHS)

Schedule showing (Approximately) the material to be supplied from the store for the work contracted to be executed and the rates which they are to be charged for this work.

Name of work :- Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded.

Sr. No.	Particulars	Quantity	Rates at which the material will be charged to the contractor		Place of delivery
			Unit	Rate	
NIL					

SCHEDULE - B

Schedule "B"

SCHEDULE OF QUANTITIES AND BID RATES FOR ITEMS AS ESTIMATED BY CORPORATION.

Name Of Work : Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded

SCHEDULE OF QUANTITIES AND BID RATES

Quantity	Description of Items	Unit	Rate	Rate in Words	Amount
33592.98	Item No. 1 : Scrapping the old plastered internal surface with sand paper and coating the entire surface with mixture of whiting or glue and linseed oil including scaffolding etc. complete as directed. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	38.15	Thirty Eight Rupees and Fifteen Paise Only.	1281572
19598.07	Item No. 2 : Providing and applying priming coat on concrete/ masonry/ Asbestos Cement plastered surfaces including scaffolding if necessary, preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and sand papering as required etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	38.15	Thirty Eight Rupees and Fifteen Paise Only.	747666
13994.91	Item No. 3 : Providing and applying two coats of textured synthetic paint of approved shade and quality and one coat of primer before applying textured paint including scaffolding if necessary preparing surface by thoroughly cleaning oil, grease, dirt and other materials as required, etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	172.80	One Hundred Seventy Two Rupees and Eighty Paise Only.	2418320
19598.07	Item No. 4 : Providing and applying plastic emulsion paint of approved quality, colour and shade to old surface in three coats including scaffolding, preparing the surface. (excluding primer coat) etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	106.00	One Hundred Six Rupees Only.	2077395
2163.44	Item No. 5 : Providing and applying priming coat over new/old steel and other metal surfaces including preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and scoured with wire brushes, fine steel wool, scrappers and sand paper, scaffolding etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	38.85	Thirty Eight Rupees and Eighty Five Paise Only.	84050
2163.44	Item No. 6 : Providing and applying two coats of flat oil paint of approved colour to the old structural steel work and iron work previously painted in building including scaffolding, if necessary, cleaning and preparing the surface (excluding primer coat) etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	89.25	Eighty Nine Rupees and Twenty Five Paise Only.	193087

2064.82	Item No. 7 : Removing the tar or coba and disposing of the material as directed etc. complete.with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	27.30	Twenty Seven Rupees and Thirty Paise Only.	56370
2064.82	Item No. 8: Providing and applying water proofing treatment using acrylic polymer modified cement based water proofing coating with fibre glass mesh mixing at the rate of powder to liquid (2:1) by weight covering 9 to 10 Square Metre /Kilogram with two coat using approved chemicals for masonry and concrete surface by brush covering 7 years guarantee on Stamp Papers etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	645.75	Six Hundred Forty Five Rupees and Seventy Five Paise Only.	1333358
5879.42	Item No. 9 : Providing internal cement plaster 12mm thick in single coat in cement mortar 1:3 without neeru finish to concrete or brick surfaces, in all position including scaffolding and curing etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	314.65	Three Hundred Fourteen Rupees and Sixty Five Paise Only.	1849960
2798.98	Item No. 10 : Providing rough cast cement plaster externally in two coats to concrete, brick or stone masonry surfaces in all positions with base coat of 12 to 15 mm thick in C.M. 1:4 and rough cast treatment 12mm thick in proportion 1:1 1/2:3 including scaffolding and fourteen days curing complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	610.00	Six Hundred Ten Rupees Only.	1707378
2707.36	Item No. 11 : Removing cement tiles, or marble or polished shahabad floor or dado without bed concrete including stacking the materials as directed with all leads, lifts etc. complete with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	47.25	Forty Seven Rupees and Twenty Five Paise Only.	127923
2716.69	Item No. 12 : 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. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	1341.65	One Thousand Three Hundred Forty One Rupees and Sixty Five Paise Only.	3644847
68.00	Item No. 13 : Removing doors and windows with frames and stacking the materials as directed with all leads, lifts etc. complete.with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Nos	163.80	One Hundred Sixty Three Rupees and Eighty Paise Only.	11138

390.00	Item No. 14 : Providing and fixing in position. (as per I.S.1868 / 1982) Aluminium sliding window of two tracks with rectangular pipe having overall dimension 63.50 x 38.10 x 1.02 mm at weight 0.547 Kilogram/One Running Metre. and window frame bottom track section 61.85 x 31.75 x 1.20 mm at weight 0.695 Kilogram/One Running Metre. Top and side track section 61.85 x 31.75 x 1.30 mm at weight 0.659 Kilogram/One 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/One Running Metre. And handle section 40 x 18 x 1.25 mm at weight 0.417 Kilogram/One Running Metre. 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 with all required screws and nuts etc, complete. With colour Anodising with box. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	5752.95	Five Thousand Seven Hundred Fifty Two Rupees and Ninety Five Paise Only.	2243651
46.92	Item No. 15 : Providing and fixing M.S. grill door 24 Kilogram/ One Square Metre of various size as per detailed drawings without hot dip coating, iron fixtures and fastenings and 3 coats of oil painting etc. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	3420.90	Three Thousand Four Hundred Twenty Rupees and Ninety Paise Only.	160509
132.80	Item No. 16 : 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. I. No. 40.02	Sqm	1792.35	One Thousand Seven Hundred Ninety Two Rupees and Thirty Five Paise Only.	238024
12.60	Item No. 17 : Providing and fixing the Country cut teak wood second class fully glazed openable fanlight rectangular in shape as per detailed drawing excluding the frame, stainless steel fixtures and fastenings and finishing the wood work with 3 coats of oil painting. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	5452.65	Five Thousand Four Hundred Fifty Two Rupees and Sixty Five Paise Only.	68703
103.50	Item No. 18 : Removing wooden or A.C. partition including frame work and stack-ing the materials as with all leads, lifts etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Sqm	42.00	Forty Two Rupees and Zero Paise Only.	4347

95.72	<p>Item No. 19 : Full Height Partitions in Glass finish - Providing and Fixing 80mm to 85mm thick Full height Double Skin partition up to 3 mtr height with All visible sections in Anodized / Powdercoated finish. Made up of Frames and Tiles. Frame construction In combinaton of Aluminium Rails and Bottom ,Center and Top members, Connected with 2 way Round Shape Post , 3way Post , 4 way Post made up of Aluminium Extruded and Tiles in 5mm thk. Non Toughened Glass on both side. With all the Joints in the partitions covered with PVC extrusions to provide better sound Proofing. Tiles to be separated 55mm from each other to provide adequate space for drawing cables for electric, data and telephone with proper facility for fixing electrical and data switch plates. as per design and drawing. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	Sqm	8288.70	<p>Eight Thousand Two Hundred Eighty Eight Rupees and Seventy Paise Only.</p>	793394
12.71	<p>Item No. 20 : Providing,applying,fabricating and fixing panel of aluminium composite panel cladding in approved shape made out of 4 mm thick ACP sheet material consisting of 3mm thick FR grade mineral core following NBC part IV Fire and life safety (having 2 hours fire resistance in accordance to ASTM E119-12 and BS476 part 6 and 7 class O) sandwiched between two aluminium sheets (each 0.5 mm thick of AA 5005/AA3105 grade) The aluminium composite panel cladding sheet shall be coil coated with kynar 500 based PVDF/Lumiflon based fluoropolymer resin (having 70:30 ratio of PVDF and acrylic) coating of approved colour and shade on top face and polymer (service) coating of bottom face as specified using stainless steel screws,nuts,bolts,washers,cleats,weather silicon sealent,backer rods etc .overall weight of the ACP shall not be less than 7.5 Kilogram/ One Square Metre) with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	Sqm	4063.50	<p>Four Thousand Sixty Three Rupees and Fifty Paise Only.</p>	51627
1001.33	<p>Item No. 21 : Providing and fixing sheet glass of 24 oz. for all size including putty etc. complete with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	Sqm	1047.90	<p>One Thousand Forty Seven Rupees and Ninety Paise Only.</p>	1049294

96.54	<p>Item No. 22 : Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/ granite/quartzite/gneiss metal for foundation and bedding / steps including steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.),with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade) with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	Cum	7117.20	<p>Seven Thousand One Hundred Seventeen Rupees and Twenty Paise Only.</p>	687094
2.00	<p>Item No. 23 : Providing and fixing Road junction / Information sign board of size 0.90 m x 0.60 m. prepared on 16 gauge M.S. sheet with angle iron frame of size 35x35x5 mm including painting with one coat of zinc cromate stoving primer and two coats each of green/ white back ground and back side gray stove enamelled, bonded with red retro reflective sheet Engineering grade, border / letters / numeral / arrows, coated with non peelable crystal clear protective coat retaining 100% reflection including two angle iron post of size 50x50x5 mm of 3.65 m. long inflated at bottom drilled on top and painted in white and black bands of 30 cm. with 4 Nos. high strength G.I. bolts and nuts of size 10 mm dia. and 20 mm long sheet and angle iron post in one piece without joints including all taxes, conveying, fixing in ground with cement concrete 1:4:8 block of 60 cm x 60 cm x 75 cm size as directed by Engineer-in-charge etc. complete. Mild Steel Board with Engineering Grade. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	Nos	8357.20	<p>Eight Thousand Three Hundred Fifty Seven Rupees and Twenty Paise Only.</p>	16714

2.00	Item No. 24 : Providing and fixing lightning conductor system comprising of erecting Air-Termination consisting of tubular copper rod of 25mm dia. 1.2 mm thick with multiple points head 1.2 mt. long (Heavy Duty) welded or clamped to G.I. pipe pole B grade 50 mm dia of required length with M.S. round base plate 25 Cm diam and 10mm thick at bottom embedded in cement concrete 1:3:6 foundation of size 45 cm diam x 45 cm Height and providing earthing with copper earth plate of size 60 x 60 x 0.3 cms with cadmium plated nut bolts to fix earthing strip buried in specially prepared earth pits 1.5 metre below ground level with 40Kilogram charcoal and salt with alternate layers of charcoal and salt and G.I.pipe 40mm dia 2 meter length buried in earth upto earthing plate remaining portion above ground level for watering and refilling complete Note- Copper strip from lightning conductor is not considered in this item. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Nos	27113.95	Twenty Seven Thousand One Hundred Thirteen Rupees and Ninety Five Paise Only.	54228
56.90	Item No. 25 : Providing and fixing copper strip 25mm wide and 3mm thick for lightning conductor including fixing with screws required scaffolding etc.complete Note- Lightning conductor and earthing pits is not considered in this item with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	Rmt	832.65	Eight Hundred Thirty Two Rupees and Sixty Five Paise Only.	47378
Part -I Total					20948027
Royalty					61852
Insurance 1.0 % on					209480
Part -II Total					271332
TOTAL (PART-I + PART-II)					21219359
(Two Crore Twelve Lakh Nineteen Thousand Three Hundred Fifty Nine Rupees)					

Notes :

- 1) Above / Below percentage shall be quoted for part -I of Schedule B i.e. **20948027/-** Rs.
- 2) Royalty, Testing, insurance and GST amount shall not be considered while quoting above/below percentage.
- 3) Quantity wise physical and financial monthly programme for all the items of the work shall be given.
- 4) Tender is floated on Schedule B (Part I & Part II) Total Amount i.e. Rs. **21219359/-** (Excluding GST)
- 5) For financial programme amount may be shown in Rs. lakhs up to two decimals only.
- 6) GST will be reimbursed as per prevailing rates and provision for GST has been made in Recapitulation Sheet as per GR No. 0918/prakra 590/18 mo prakra -1 Date 18/10/2023

Sub Divisional Engineer,
Vishnupuri Project Sub Division No.3,
Tuppa

Executive Engineer,
Vishnupuri Project Division No.2,
Nanded

WORK PROGRAMME

Work Programme

Name Of Work : Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq &

Dist. Nanded

Description of Items	Qty	Unit	Amount	1st-2nd Quarter		3rd Quarter		4th Quarter	
				Qty	Amount	Qty	Amount	Qty	Amount
Item No. 1 : Scrapping the old plastered internal surface with sand paper and coating the entire surface with mixture of whiting or glue and linseed oil including scaffolding etc. complete as directed. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	33592.98	Sqm	1281572	33592.98	1281572				
Item No. 2 : Providing and applying priming coat on concrete/ masonry/ Asbestos Cement plastered surfaces including scaffolding if necessary, preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and sand papering as required etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	19598.07	Sqm	747666	9799.04	373833	9799.04	373833		
Item No. 3 : Providing and applying two coats of textured synthetic paint of approved shade and quality and one coat of primer before applying textured paint including scaffolding if necessary preparing surface by thoroughly cleaning oil, grease, dirt and other materials as required, etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	13994.91	Sqm	2418320			6997.46	1209160	6997.46	1209160
Item No. 4 : Providing and applying plastic emulsion paint of approved quality, colour and shade to old surface in three coats including scaffolding, preparing the surface. (excluding primer coat) etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	19598.07	Sqm	2077395			9799.04	1038698	9799.04	1038698

Item No. 5 :Providing and applying priming coat over new/old steel and other metal surfaces including preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and scoured with wire brushes, fine steel wool, scrappers and sand paper, scaffolding etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	2163.44	Sqm	84050			1081.72	42025	1081.72	42025
Item No. 6 : Providing and applying two coats of flat oil paint of approved colour to the old structural steel work and iron work previously painted in building including scaffolding, if necessary, cleaning and preparing the surface (excluding primer coat) etc. complete.with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	2163.440	Sqm	193087	2163.44	193087				
Item No. 7 : Removing the tar or coba and disposing of the material as directed etc. complete.with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	2064.82	Sqm	56370	2064.82	56370				
Item No. 8: Providing and applying water proofing treatment using acrylic polymer modified cement based water proofing coating with fibre glass mesh mixing at the rate of powder to liquid (2:1) by weight covering 9 to 10 Square Metre /Kilogram with two coat using approved chemicals for masonry and concrete surface by brush covering 7 years guarantee on Stamp Papers etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	2064.82	Sqm	1333358			2064.82	1333358		
Item No. 9 : Providing internal cement plaster 12mm thick in single coat in cement mortar 1:3 without neeru finish to concrete or brick surfaces, in all position including scaffolding and curing etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	5879.42	Sqm	1849960	5879.42	1849960				
Item No. 10 : Providing rough cast cement plaster externally in two coats to concrete, brick or stone masonry surfaces in all positions with base coat of 12 to 15 mm thick in C.M. 1:4 and rough cast treatment 12mm thick in proportion 1:1 1/2:3 including scaffolding and fourteen days curing complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	2798.98	Sqm	1707378	2798.98	1707378				

Item No. 11 : Removing cement tiles, or marble or polished shahabad floor or dado without bed concrete including stacking the materials as directed with all leads, lifts etc. complete with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	2707.36	Sqm	127923	2707.36	127923				
Item No. 12 : 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. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	2716.69	Sqm	3644847	2716.69	3644847				
Item No. 13 : Removing doors and windows with frames and stacking the materials as directed with all leads, lifts etc. complete.with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	68.00	Nos	11138	68.00	11138				
Item No. 14 : Providing and fixing in position. (as per I.S.1868 / 1982) Aluminium sliding window of two tracks with rectangular pipe having overall dimension 63.50 x 38.10 x 1.02 mm at weight 0.547 Kilogram/One Running Metre. and window frame bottom track section 61.85 x 31.75 x 1.20 mm at weight 0.695 Kilogram/One Running Metre. Top and side track section 61.85 x 31.75 x 1.30 mm at weight 0.659 Kilogram/One 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/One Running Metre. And handle section 40 x 18 x 1.25 mm at weight 0.417 Kilogram/One Running Metre. 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 with all required screws and nuts etc, complete. With colour Anodising with box. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	390.00	Sqm	2243651			390.00	2243651		

Item No. 15 : Providing and fixing M.S. grill door 24 Kilogram/ One Square Metre of various size as per detailed drawings without hot dip coating, iron fixtures and fastenings and 3 coats of oil painting etc. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	46.92	Sqm	160509	46.92	160509				
Item No. 16 : 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. complete as per specifications and as directed by engineer-in-charge.	132.80	Sqm	238024	132.80	238024				
Item No. 17 : Providing and fixing the Country cut teak wood second class fully glazed openable fanlight rectangular in shape as per detailed drawing excluding the frame, stainless steel fixtures and fastenings and finishing the wood work with 3 coats of oil painting. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	12.60	Sqm	68703	12.60	68703				
Item No. 18 : Removing wooden or A.C. partition including frame work and stack-ing the materials as with all leads, lifts etc. complete. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	103.50	Sqm	4347	103.50	4347				
Item No. 19 : Full Height Partitions in Glass finish - Providing and Fixing 80mm to 85mm thick Full height Double Skin partition up to 3 mtr height with All visible sections in Anodized / Powdercoated finish. Made up of Frames and Tiles. Frame construction In combinaton of Aluminium Rails and Bottom ,Center and Top members, Connected with 2 way Round Shape Post , 3way Post , 4 way Post made up of Aluminium Extruded and Tiles in 5mm thk. Non Toughened Glass on both side. With all the Joints in the partitions covered with PVC extrusions to provide better sound Proofing. Tiles to be separated 55mm from each other to provide adequate space for drawing cables for electric, data and telephone with proper facility for fixing electrical and data switch plates. as per design and drawing. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	95.72	Sqm	793394	95.72	793394				

<p>Item No. 20 : Providing,applying,fabricating and fixing panel of aluminium composite panel cladding in approved shape made out of 4 mm thick ACP sheet material consisting of 3mm thick FR grade mineral core following NBC part IV Fire and life safety (having 2 hours fire resistance in accordance to ASTM E119-12 and BS476 part 6 and 7 class O) sandwiched between two aluminium sheets (each 0.5 mm thick of AA 5005/AA3105 grade) The aluminium composite panel cladding sheet shall be coil coated with kynar 500 based PVDF/Lumiflon based fluoropolymer resin (having 70:30 ratio of PVDF and acrylic) coating of approved colour and shade on top face and polymer (service) coating of bottom face as specified using stainless steel screws,nuts,bolts,washers,cleats,weather silicon sealant,backer rods etc .overall weight of the ACP shall not be less than 7.5 Kilogram/ One Square Metre) with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	12.71	Sqm	51627	12.71	51627				
<p>Item No. 21 : Providing and fixing sheet glass of 24 oz. for all size including putty etc. complete with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	1001.33	Sqm	1049294			1001.33	1049294		
<p>Item No. 22 : Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/granite/quartzite/gneiss metal for foundation and bedding / steps including steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.),with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade) with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	96.54	Cum	687094			96.54	687094		

<p>Item No. 23 : Providing and fixing Road junction / Information sign board of size 0.90 m x 0.60 m. prepared on 16 gauge M.S. sheet with angle iron frame of size 35x35x5 mm including painting with one coat of zinc cromate stoving primer and two coats each of green/ white back ground and back side gray stove enamelled, bonded with red retro reflective sheet Engineering grade, border / letters / numeral / arrows, coated with non pealable crystal clear protective coat retaining 100% reflection including two angle iron post of size 50x50x5 mm of 3.65 m. long inflated at bottom drilled on top and painted in white and black bands of 30 cm. with 4 Nos. high strength G.I. bolts and nuts of size 10 mm dia. and 20 mm long sheet and angle iron post in one piece without joints including all taxes, conveying, fixing in ground with cement concrete 1:4:8 block of 60 cm x 60 cm x 75 cm size as directed by Engineer-in-charge etc. complete. Mild Steel Board with Engineering Grade. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	2.00	Nos	16714					2.00	16714
<p>Item No. 24 : Providing and fixing lioghtening conductor system comprising of erecting Air-Termination consisting of tubular copper rod of 25mm dia. 1.2 mm thick with multiple points head 1.2 mt. long (Heavy Duty) welded or clamped to G.I. pipe pole B grade 50 mm dia of required length with M.S. round bnase plate 25 Cm diam and 10mm thick at bottom embeded in cement concrete 1:3:6 dfoundation of size 45 cm diam x 45 cm Height and providing earthing with copper earth plate of size 60 x 60 x 0.3 cms with cadmium plated nut bolts to fix earthing strip burried in specially prepared earth pits 1.5 metre below ground level with 40Kilogram charcoal and salt with altemate layers of charcoal and salt and G.I.pipe 40mm dia 2 meter length burried in earthe upto earthling plate remining portion above ground level for watering and refilling comcpete Note- Copper strip from lightning conductor is not considered in this item. with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.</p>	2.00	Nos	54228					2.00	54228

Item No. 25 : Providing and fixing copper strip 25mm wide and 3mm thick for lightening conductor including fixing with screws required scaffolding etc.complete Note- Lightening conductor and earthinf pits is not considered in this item with all leads and lifts etc. complete as per specifications and as directed by engineer-in-charge.	56.90	Rmt	47378				56.90	47378
			20951272		10549242		7977113	2424918

Sub Divisional Engineer,
Vishnupuri Project Sub Division No.3,
Tuppa

Executive Engineer,
Vishnupuri Project Division No.2,
Nanded

SCHEDULE -C
Itemwise Specifications

Item	Reference Section	Reference Specification
Item No. 4 : Providing and applying plastic emulsion paint of approved quality, colour and shade to old surface in three coats including scaffolding, preparing the surface. (excluding primer coat) etc. complete.	Section 2	Bd.P.6 Page One Number 414
Item No. 6 : Providing and applying two coats of flat oil paint of approved colour to the old structural steel work and iron work previously painted in building including scaffolding, if necessary, cleaning and preparing the surface (excluding primer coat) etc. complete.	Section 3	Bd.0.6 Page One Number 406
Item No. 8: Providing and applying water proofing treatment using acrylic polymer modified cement based water proofing coating with fibre glass mesh mixing at the rate of powder to liquid (2:1) by weight covering 9 to 10 Square Metre /Kilogram with two coat using approved chemicals for masonry and concrete surface by brush covering 7 years guarantee on Stamp Papers etc. complete.	Section 4	As directed by Engineer In charge
Item No. 9: Providing internal cement plaster 12mm thick in single coat in cement mortar 1:3 without neeru finish to concrete or brick surfaces, in all position including scaffolding and curing etc	Section 5	Bd.L.2 Page One Number 368
Item No. 12 : 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.	Section 6	Bd.M.3 Page One Number 380
Item No. 15 : Providing and fixing M.S. grill door 24 Kilogram/ One Square Metre of various size as per detailed drawings without hot dip coating, iron fixtures and fastenings and 3 coats of oil painting etc. I. No.39.31	Section 7	As directed by Engineer In charge
Item No. 17 : Providing and fixing the Country cut teak wood second class fully glazed openable fanlight rectangular in shape as per detailed drawing excluding the frame, stainless steel fixtures and fastenings and finishing the wood work with 3 coats of oil painting.	Section 8	BD-T-4 Page One Number 479
Item No. 21 : Providing and fixing sheet glass of 24 oz. for all size including putty etc. complete	Section 9	BD-S Page One Number 465 to467
Item No. 22 : Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/ granite/quartzite/gneiss metal for foundation and bedding / steps including steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be	Section 10	Bd.E.2 Page One Number 288 andB.7 Page No 38

<p>allowed.),with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)</p>		
<p>Item No. 24 : Providing and fixing lioghtening conductor system comprising of erecting Air-Termination consisting of tubular copper rod of 25mm dia. 1.2 mm thick with multiple points head 1.2 mt. long (Heavy Duty) welded or clamped to G.I. pipe pole B grade 50 mm dia of required length with M.S. round bnase plate 25 Cm diam and 10mm thick at bottom embeded in cement concrete 1:3:6 dfoundation of size 45 cm diam x 45 cm Height and providing earthing with copper earth plate of size 60 x 60 x 0.3 cms with cadmium plated nut bolts to fix earthing strip burried in specially prepared earth pits 1.5 metre below ground level with 40Kilogram charcoal and salt with altemate layers of charcoal and salt and G.I.pipe 40mm dia 2 meter length burried in earthe upto earthing plate remining portion above ground level for watering and refilling comcpete Note- Copper strip fropm lightening conductor is not considered in this item. & Item 25</p>	<p>Section 11</p>	<p>BDW 1 Page 581 & BdW 1 Page 581</p>

**SECTION – F
PRINTED B1 FORM
OF AGREEMENT
& MEMORANDUM**

APPENDIX J

(ON STAMP PAPER OF RS. 500/-)

Articles of agreement executed on this the date of Two Thousand and between the Executive Engineer, Godawari Marathwada Irrigation Development Corporation, Chhatrapati Sambhajnagar (hereinafter referred to as GMIDC) of the one part and Shri..... (Name and address of the bidder) (Hereinafter referred to as 'the bounden') of the other part.

Whereas in response to the notification No. Dated the bounden has submitted to GMIDC a tender for the work specified therein subject to the terms and conditions contained in the said tender.

Whereas the bounden has also deposited with GMIDC a sum of Rs. as earnest money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the GMIDC.

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

1. In case the tender submitted by the bounden is accepted by the GMIDC and the contract for is awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with the GMIDC incorporating all the terms and conditions under which the GMIDC accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating terms and conditions, governing the contract, the GMIDC shall have power and authority to recover from the bounden any loss or any damage caused to the GMIDC by such breach, as may be determined by the GMIDC by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties, movable and immovable, in the manner hereafter contained.

3. All sums found due to the GMIDC under or by the virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable, under the provisions of the Maharashtra Land Revenue Code for the time being in force as though such sums are arrears of land revenue and in such other manner as the GMIDC may deem fit.

In witness whereof, Shri. (Name and designation)
for and on behalf of the GMIDC and Shri the
bounden have hereunto set their hands the days and year shown against their
respective signature.

Signed by Shri date

In the presence of witness.

1.

2.

Signed by Shri in the presence of witness.

1.

2.

**PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS OF
GODAWARI MARATHWADA IRRIGATION DEVELOPMENT CORPORATION,
CHHATRAPATI SAMBAJINAGAR**

CIRCLE : SUPERINTENDING ENGINEER, NANDED IRRIGATION CIRCLE, NANDED

**DIVISION : EXECUTIVE ENGINEER, VISHNUPURI PROJECT
DIVISION NO.2, NANDED**

General Rules and Directions for the Guidance of Contractors.

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

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

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

2.0 In the event of the tender being on-line submitted by a firm, it must be digitally signed by each partner thereof, and in the event of the absence of any partner, it shall be digitally signed on his behalf by a person holding a power of attorney authorizing him to do so as mentioned in detailed tender notice.

2A- i. The contractor shall pay along with the tender the sum as stipulated in Details of Tender as and by way of earnest money.

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

iii. 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 any provision of this tender be refunded to him on his passing receipt thereof.

- 3.0 Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts of the firm.
- 4.0 Any person who submits a tender shall fill up his offer online in BOQ form stating at what percentage above or below the rates specified in schedule-B (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one percentage on all the estimated rates shall be named.
- 5.0 The officers indicated in Detailed Tender Notice or his duly authorized assistant shall open tender online. The system will generate comparative statement in a suitable form. In the event of tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents. In event of tender being rejected the competent officer shall refund the amount of the earnest money deposited by the contractor, on his giving a receipt for the return of money.
- 6.0 The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 7.0 No materials of any type required for the work shall be supplied by the Corporation. All the work shall be executed by the Bidder with contractor's own material(s). The memorandum of work to be tendered for shall be filled in and completed by the office of the Executive Engineer, before the

tender form is uploaded on the portal.

- 8.0 All work shall be measured net by standard measure and according to the rules and customs of the Corporation and without reference to any local custom.
- 9.0 Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
- 10.0 All corrections, additions or pasted slips should be initialed digitally / physically.
- 11.0 The measurements of work shall be recorded by Engineer of the Corporation as per the provisions in the MPW manual, MPW accounts code & extant rules.
- 12.0 In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Corporation for the purchase of plant and machinery required for the execution of the work contracted for.
- 13.0 The contractor will have to construct shed for storing controlled and valuable materials at work site, having double locking arrangement. The materials will be taken for use in the presence of the Corporation person. No materials will be allowed to be removed from the site of works without prior permission of Engineer-in-charge.
- 14.0 Successful Bidder will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act, 1970 & amendments there to before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to corporation.

B-1 TENDER FORM

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

**TENDER FOR WORK:- Repair of Pump House Building at Shankaraoji Chavan Vishnupuri
Project Tq & Dist. Nanded**

- 1) I/We hereby tender for the execution for the **Godawari** In figures as well as in words **Marathwada Irrigation Development Corporation, Chhatrapati Sambhajnagar** (herein-before and here- in-after referred to as Corporation) of the work specified in memorandum as enclosed within the time specified in such memorandum at ***Rate to be quoted in BOQ** online %..... percent below / above the estimated rates entered in Schedule B Part I (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred in Rule 1 hereof.
- 2) I / We agree that the offer shall remain open for acceptance for a minimum period of 75 days from the date fixed for opening of the Financial bid & thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority. Additional earnest money in the form of Bank Guarantee as required in view of offer being lower than 1 % below the updated estimated cost as stated is enclosed. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Corporation should I/Wefail to (I) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract documents as required by the Engineer and furnish the security deposit and additional security deposit if any as specified in item (e) and (f) of the memorandum enclosed within the time limit laid down in clause (1) of conditions of Contract. The 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.

Signature of Contractor

Signature of Witness

Address-----

Address --

Dated the ___ day of ___ 20

The above tender is hereby accepted by me for and on behalf of the Corporation Dated the day of 20

Signature of the tender accepted officer

MEMORANDUM

i.	General description	Repair of Pump House Building at Shankaraoji Chavan Vishnupuri Project Tq & Dist. Nanded
ii.	Estimated Cost	Rs.212.20 Lakhs (Excluding GST)
iii.	Tender processing Fee	Rs.2000 + 18% GST/- i.e. Total Rs.2360/- Tender processing fee to be paid online through E-payment gate way from Bidders own bank account only.
iv.	Earnest Money (EMD)	Rs.1.50 Lakh E.M.D. to be paid online through E- payment gate way from Bidders own bank account only.
v.	Additional Performance Security Deposit (APSD)	If required it will be applicable as stipulated in para 5.5.6 of Section-E.
vi.	Security Deposit (SD)	2% of tender cost
	a) Initial security Deposit –	a) Half of the Security Deposit (i.e. 1% of Tender Cost) to be deposited by Contractor before issuing work order as stipulated in para 5.5.7 of Section E.
	b) Balance Security Deposit –	b) Remaining 1% of the Security Deposit mentioned above shall be recovered from R.A. bills till the 50% work gets completed.
	c) Additional Security Deposit on excess work (CL. 38/37 & E.I.R.L.)	c) 2% of excess work amount (excluding price escalation) which shall be recovered from RA Bills.
vii.	Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit (by the time half the work as measured by the cost of work done is completed)	2 % (two)

viii.	Time allowed for completion of work from date of written work order. (Including monsoon)	01 years (12 Calendar months)
ix.	Defect liability period.	Defect Liability Period (DLP) will be 36 Months which will start after issue of Work Completion Certificate by Engineer-in-charge.

SECTION - G
GENERAL CONDITIONS OF
CONTRACT

Security Deposit (SD)
& Additional
Performance Security
Deposit (APSD) as
per WRD GR
Dtd.18/10/2023

CLAUSE -1

(A) Security Deposit (SD) :-

(i) The person / persons whose Tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall within 15 days of the receipt by him of the notification of the acceptance of his tender, deposit with the Executive Engineer in the form of Demand Draft (DD) or Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) of sum sufficient which will make up the initial security deposit specified in the memorandum. It shall be lawful for the Corporation at the time of making any payment to the contractor for work done under contract to make up the full amount of Security Deposit as specified in memorandum by deducting a sufficient sum at the rates specified in memorandum from every such payment as last aforesaid until the full amount of Security Deposit is made up. All compensation or other sums of money payable by the contractor to Corporation under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in Demand Draft or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

(ii) Demand Draft / BG of SD shall be drawn in the name of Executive Engineer And FDR shall be in the name of EE and Contractor both. Demand Draft / BG / FDR shall be drawn from any Nationalized or Scheduled Bank having branch in Maharashtra State.

iii) The BG / FDR of SD shall be valid up to Defect Liability Period plus one month counted from the date of submission of BG/FDR. Validity of Demand Draft shall be minimum 3 months from the date of submission. If the Contractor willing to submit SD in the form of BG, then the original BG should be sent directly by the concern Bank through RPAD to Division office of Executive Engineer on address mentioned in para 5.5.12 of Section E

(B) ADDITIONAL PERFORMANCE SECURITY DEPOSIT:

If offer quoted by the bidder is below the cost put to tender, then L1 Bidder shall submit D.D. or FDR or B.G. for Additional Performance Security Deposit (APSD) **within 8 (Eight) days** from the date of opening of financial bid, no extension for this period in any case will be given.

(i) If the bidder quote his offer up to 1 to 10 % below with respect to the cost put to tender, bidder shall submit the Demand Draft or BG of the amount equal to 1% of cost put to tender subject to minimum Rs. 1000/- towards performance security deposit.

(ii) If the bidder quotes his offer more than 10% below (offer below than 10%) the cost put to tender, bidder shall submit the Demand Draft or BG of the cumulative amount which is equal to the amount by which offer is more than 10% below plus the amounts as per (i) above subject to minimum Rs. 1000/- (For example, for 14% below rate, 1% + (14% - 10%) i.e. 4%, then total 5% of the cost put to tender.

(iii) If the bidder quotes his offer more than 15% below (offer below than 15%) the cost put to tender, bidder shall submit the Demand Draft or BG of two times of the cumulative amount which is equal to the amount by which offer is more than 15% below plus the amounts as per (ii) above subject to minimum Rs. 1000/- (For example, for 19% below rate, 6% + (19% - 15%)x2 = i.e. 14%)

(iv) The amount of performance security shall be calculated on rounding of amount put to notice up to two decimal places.

(v) Demand Draft / BG of APSD shall be drawn on the name of Executive Engineer, Vishnupuri Project Division No.2, Nanded Demand Draft / BG / FDR shall be drawn from any Nationalized or Scheduled Bank having branch in Maharashtra State.

(vi) The BG/FDR of APSD shall be valid up to one month after work completion period counted from the date of submission of BG/FDR. Validity of Demand Draft shall be minimum 3 months from the date of submission. If the Contractor willing to submit APSD in the form of BG, then the original BG should be sent directly by the concern Bank through RPAD to Division office of Executive Engineer on address mentioned in para 5.5.12 of Section E.

(vii) The Executive Engineer shall refund the amount of Additional Performance Security deposit within one month after completion of work successfully.

(viii) If the bidder submits false documents / Demand Draft / BG in tender process, EMD, Security Deposit & Additional Performance Security Deposit of the bidder shall be forfeited & the bidder shall be liable for action as per prevalent rules.

(ix) Executive Engineer shall issue the work order only after encasing the Demand Draft of the lowest bidder.

(x) If L1 bidder doesn't submit Additional Performance Security Deposit within the period said above, his EMD shall be forfeited & shall be disqualified for two years in future tenders. L2 bidder shall be called for tender procedure at the Rate of L1 bidder with same terms & conditions.

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

During the course of execution of work if the amount of work; increased as per the provision of clause 14, 38 and due to extra item then additional security deposit will be deducted from the bills as stipulated in para 5.5.7(c) of Section-E.

The amount of the Security Deposit (SD) lodged by a contractor will be refunded after satisfactory completion of Defect Liability Period (DLP) as stipulated in Memorandum.

During DLP period contractor has to maintain the work in good order. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order then, subject to provisions of Clauses 17 and 20 hereof the amount of Security Deposit or APSD retained by Corporation shall be adjusted towards the excess cost incurred by the department for rectification work.

*Compensation
delay* for

CLAUSE - 2

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor.

The work shall through the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown in the tender for everyday that the work remains un commenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

Full work to be completed in **24 Calendar Months** full time limit (including monsoon Period) as per work programme.

In the event of the Contractor failing to comply with this

conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (Whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Superintending Engineer will be the final authority in this respect, irrespective of the fact that the tender is accepted by Chief Engineer / Additional Chief Engineer / Superintending Engineer/ Executive Engineer or Assistant Executive Engineer / Deputy Engineer.

Action when Whole of security deposit is forfeited.

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/additional security deposit/additional performance security deposit whether paid in one sum or deducted by instalments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Engineer-in-charge, on behalf of the Corporation, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Corporation.

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

b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the un- executed

part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his Contract. The Certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

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

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

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

Action when the progress of any particular portion of work unsatisfactory

CLAUSE 4 -

If the progress of any particular portion of the work is unsatisfactory the Executive Engineer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action as under after giving the contractor 10 days' notice in writing. The Engineer-in-charge will have to order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in that case all expenses incurred to advertisements for mixing a new contracting agency, additional supervisory staff including the

cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor (including escalation due) shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the cost of the work executed through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Corporation under the contract or otherwise howsoever or from his security deposit and Additional security deposit or the sale proceeds thereof provided, however, that the contractor shall have no claim against Corporation even if the certified value of the work done through a new contractor exceeds the certified cost of such work and allied expenses.

The contractor shall have no claims to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

The contractor of the whole work shall not be considered eligible to tender for the execution of work so withdrawn from this contract. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Contractor remains liable to pay compensation if action not taken under

clauses 3 and 4

CLAUSE - 5

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

Power to take possession of or require removal of or sell contractor's plant

In the event of the Executive Engineer taking action under Clause 3, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of the site thereof or belongings of the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractors' 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 as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of time

CLAUSE - 6

If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer may, with prior approval of the officer accepting the tender, if in his opinion, there are reasonable grounds for granting any extension, grant such extension as he thinks necessary or proper. The decision of the Authority accepting the tender in this matter shall be final. In case of delay in handing over the land required for the work due to unforeseen causes the contractor shall not be entitled for any compensation whatsoever from Government/ Corporation, on the ground that machinery, material & labour was idle for certain period.

*Completion
Certificate*

CLAUSE - 7

On the completion of the work within a period of 30 days the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificates shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge, the said measurements being binding and conclusive against

contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor. remove such scaffolding surplus materials and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay such amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

*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 ten thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees ten thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskilful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

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 work estimated to cost more than Rs. 1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In 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.

Bill to be submitted monthly

CLAUSE - 10

Before starting of the work all the initial ground levels / foundation levels shall be taken by the authorized Engineer of the Corporation in presence of the contractor or his authorized engineer and same shall be signed by the contractor in token of his acceptance. A computerized L-section, Cross sections and plan showing levels should be prepared by contractor and submitted to Executive Engineer based on above measurements without which work will not be started.

Contractor shall employ a qualified Engineer as his authorized representative to be present while taking measurements by authorized Engineer of the Corporation.

Running Account bill shall be submitted by the contractor in each month on or before 10th day for all work executed in the previous month on the basis of measurements taken by him or his authorized engineer.

The format of Running Account Bills and measurement sheet is as annexed to this document.

The measurements for payments of Running Account Bills shall be taken by the authorized Engineer of the Corporation in the presence of the contractor or his authorized engineer and shall be recorded in Measurement Book of the

Corporation within 10 days after submission of bill by contractor. Based on the above measurements by the contractor shall have to submit his Running Account Bills in the bill format given by the Corporation.

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

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

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

*Bill to be on
printed forms*

CLAUSE - 11

The contractor shall submit all bills on the printed forms in the format approved by the Engineer-in-charge. The charges to be made in the bills shall always be entered at

the rates specified in the tender 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.

*No Stores supplied
by Corporation*

CLAUSE - 12

~~If the specifications or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Corporation or if it is required that the contractor shall use certain store 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 materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security or proceeds of sale thereof if the security deposit is held in 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 Corporation 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 used and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Corporation store 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 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 materials except with consent of the Engineer in charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.~~

~~CLAUSE - 12(A)~~

~~All stores of controlled material, steel etc. supplied to the contractor by Government the contractor under lock and key and will be accessible for inspection by the Executive Engineer or his agent at all the times.~~

No Materials shall be supplied by the corporation. All the materials required for the work shall be supplied by the contractor at his cost. All such materials shall be kept by the contractor under custody and that will be accessible for inspection by Engineer-in-charge or his authorized representative at all times.

Works to be executed in accordance with specifications, drawing, orders etc.

CLAUSE - 13

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regard 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 drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs. 5,000/- per set of contract Drawings and Rs. 2,000/- per working drawing except where otherwise specified.

Alterations in specifications and designs not to invalidate contracts

CLAUSE - 14

The Engineer-in-charge shall have power to make any alteration in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection

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

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 carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work, And if the additional and altered work includes any class of work for which no rate is specified

Extensions of time of consequence of additions or alterations.

in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates decided as per procedure mentioned in Clause 38(3). Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender. The time limit for the completion of the work shall be extended in the proportion that increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. However such an extension will be governed by provisions of Clause 6.

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

CLAUSE - 15

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

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the 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 obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurements and make such payment as may be finally due to the

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

3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the 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 rendered idle on the site or on account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such Suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

4) In the event of --

(i) Any total stoppage of work on notice from Engineer under Sub clause (1) in that behalf.

OR

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

OR

(iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or

substitution in the specification, drawings, designs or instruction under clause (14)1 where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 5000/- It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of 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/ Corporation to take over on payment such material at the rates determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Government/ Corporation shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer

No claim to **CLAUSE -- 15 A**

compensation on
account of loss due
to delay in supply of
material by
Corporation

~~The contractor shall not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials entered in Scheduled A where such delay is caused by~~

~~a) Difficulties relating to the supply of railway wagons.~~

~~b) Force majeure.~~

~~c) Act of God.~~

~~d) Act of enemies of the State or any other reasonable cause beyond the control of Corporation.~~

~~In the case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the work as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor and will be governed by the provision of Clause 6.~~

*Time limit for
unforeseen claims*

CLAUSE - 16

Under no circumstance whatsoever shall the contractor be entitled to any compensation from Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer-in charge within one month of the cause of such claim occurring subject to provision in Clauses 30 and 40 with all authentic documentary evidences in support of the claim.

*Action and
compensation
payable in case of
bad work.*

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 been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or

articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding ten 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 or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor, Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix there to, subject to clause 9.

Work to be open to inspection

CLAUSE - 18

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

Contractor to be responsible agent to be present

Notice to be given before work is covered up.

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 measurements and shall not cover up or place beyond the reach of measurements 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 contractors' expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

*Contractor liable
for damage done and
for imperfections*

CLAUSE - 20

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

forthwith on demand pay to the Govt. / Corporation the amount of such costs, charges and expenses sustained or incurred by the Government/ Corporation of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and on the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government/ Corporation, the same may be recovered from the contractor as arrears of land revenue. The Government/ Corporation shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government/ Corporation to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government/ Corporation.

Contractor to supply plant, tools, appliances, ladders, scaffolding 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 be supplied from the Corporation stores) plant, tools, appliances, implements, ladders, carriage, tackle, scaffolding and temporary work requisite for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the

measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may deducted from any money due to the contractor under- the contract or from his security deposit or the proceeds of sale, thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay 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. The Contractor shall indemnify the Corporation against all such claims.

CLAUSE - 21 (A)

The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connections herewith -

a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other A scaffold shall not be constructed, taken down or substantially altered except.

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

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

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

- i. Under the supervision of a competent and responsible person and
- ii. As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected there with and ladders shall –
 - i. Be of sound material.
 - ii. Be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - iii. Be maintained in proper condition.
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e) Scaffolds shall not be over-loaded-and so far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.
- g) Scaffolds shall be periodically inspected by the competent person.
- h) Before allowing a scaffold to be used by his workmen the contractor shall whether the scaffold has been erected by his workmen or not take steps to ensure that in complies fully with the regulations here- in-specified.
- i) Working platform, gangways stairways shall -
 - i. Be so constructed that no part thereof can sag unduly or unequally.
 - ii. Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks or persons tripping or slipping and

- iii. Be kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at the height exceeding 3 meters. (to be specified)
 - i. Every working platform and every gangways shall be closely boarded unless other adequate measures are taken to ensure safety.
 - ii. Every working platform and gangway shall have adequate width and
 - iii. Every working platform, gangway, working place and stairway shall be suitably fenced.
- k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons of materials.
- l) When persons are employed on roof where there is a danger of failing from a height exceeding 3 meters suitable precautions shall be taken to prevent the fall of persons or materials.
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.
- o) The contractor(s) will have to make payments to the labours as per minimum Wages Act.

CLAUSE - 21 B

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

~~a) Hoisting machine and tackle, including their attachments, anchorages and support shall~~

~~i. Be of good mechanical construction, sound material and adequate strength and free from patent defect, and~~

~~ii. Be kept in good repair and in good working order.~~

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

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

~~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 winch, or give signals to the operator.~~

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

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

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

~~j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.~~

~~k) Motors, gearing transmissions, electric wiring and other dangerous part or hoisting appliances shall be provided with sufficient safeguards.~~

~~l) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk of the accidental descent of the load.~~

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

Measures for prevention of fire

CLAUSE - 22

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

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

CLAUSE - 23

Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Corporation property including any damage caused by the spreading of fire mentioned in Clause 22 shall

be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Corporation to contractor under this contract or otherwise.

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

Employment of female labour

CLAUSE - 24

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

No work on weekly holidays.

CLAUSE - 25

~~No work shall be done on weekly local holidays without consent of the Engineer-in-charge.~~

Work not to sublet. Contract may be rescinded and security deposit forfeited for subletting in without approval or for bribing a public

CLAUSE - 26

~~The contract shall not be assigned or sublet without the written approval of the competent authority who has accepted the tender. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors;~~

~~officer or if contractor becomes insolvent.~~ or attempt so to do or if bribe, gratuity, gift, loan, perquisite reward of advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Corporation In any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer in charge may there upon 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 Corporation and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

~~(B) SUB CONTRACTING :~~

~~The Contractor may sub-contract part of the construction work, limited to 50% of the contract value with the approval of the Competent Authority in writing. The Executive Engineer should satisfy himself, before recommending to the Superintending Engineer, whether the circumstances warrant such sub-contracting; and the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.~~

~~Any such permission shall not relieve the Contractor from any liability or obligations under the Contract and he shall be responsible for the acts, defaults and neglects of any of his Sub Contractors, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.~~

CLAUSE - 27

All sums payable by a contractor by way of compensation

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

Changes in the constitution of firm to be notified.

CLAUSE - 28

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

Direction and control of the superintending Engineer

CLAUSE - 29

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

Superintending Engineer

CLAUSE - 30 (1)

Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation under the Code, rules then in force the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of, or relating to the contract designs, drawings, specification, estimate, instructions, orders, or these conditions, or otherwise concerning the work, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment there of.

Direction and control of the Chief Engineer / Superintending Engineer

CLAUSE - 30 (2)

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

- a) The accepted Value of the Contract exceeds Rs. 10 Lakhs (Rs. Ten Lakhs).
- b) Amount of claim is not less than Rs. 1.00 Lakh (Rupees one Lakh).

Direction and control of the Executive Committee / Claims Committee

CLAUSE - 30 (3)

If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned E.D. GMIDC/ who if convinced that prima-facia the contractors' claim rejected by Superintending Engineer / Chief Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Executive committee at Corporation level for suitable decision shall put up to such committee for decision in respect of claims up to Rs. 50 lakhs and to claims committee at Government level in respect of claims above Rs. 50 Lakhs.

Stores of International manufacture to be obtained from the Corporation.

CLAUSE - 31

(DELETED)

~~The contractor shall obtain from the Corporation store, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required there of or in connection therewith unless he has obtained permission in writing from the Engineer in charge to obtain articles elsewhere. The~~

~~value of such stores and article plied to the contractor by the Engineer in charge will be debited to the contractor in his account at the rates shown in the schedule, in Form 'A' attached to the contract, and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.~~

Lump sums estimates

in **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 part of the work in question at the same rates as are payable under this contract for each item, or if the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Actions where no specifications

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

Definition of work.

Clause - 34

The expression 'work' or 'works' where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be constructed to

mean the work or works contracted to be executed under or in virtue of the contract. Whether temporary or permanent and whether original altered substituted or additional.

*Contractors
percentage whether
applied to net or
gross amount of bill*

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.

The above/below percentage quoted is not applicable on royalties, GST amount and insurance amount.

*Payment of quarry
fees and Royalties*

CLAUSE – 36

All quarry fees, royalties, Octroi dues and ground rent for stacking materials, if any shall be paid by the contractor. The bill wise time to time applicable royalty charges for construction material payable to the contractor shall be calculated separately from payment made to contractor and amount so calculated shall be withheld/recovered in the form of deposit by the Corporation. This withheld/recovered amount shall be returned to the contractor on production valid proof of payment of royalty charges paid to the Revenue Department of Government of Maharashtra by contractor. If proof of payment of royalty charges is not given in stipulated time of three months, then such withheld/recovered amount of royalty will be directly paid to Revenue Department by Executive Engineer and later it will be not be reimbursed to contractor by GMIDC.

If the actual paid royalty charges are less than the amount arrived as per calculation, the remaining amount will be recovered and paid to revenue authority by the Corporation/Government.

If the actual royalty charges are more than the amount withheld, the contractor shall pay the excess amount to the concerned Revenue Authority without any burden on the GoM / Government.

The contractor shall indemnify GoM / Government towards payment of the royalty charges.

*Compensation under
workmen's
compensation Act*

CLAUSE - 37

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

CLAUSE - 37 (A)

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

CLAUSE - 37(B)

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for-the use of the persons employed OR the site and shall maintain the same

in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

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

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

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

CLAUSE - 37(C)

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

Claim for quantities entered in the tender or estimates.

CLAUSE - 38

This Clause will be applicable as per GOM, Marathi Circular No. Nivida/0812/ (420/2012) Mo.Pra.-1 Mantralay, Mumbai-400032 Dated- 11/10/2012 & along with Corrigendum vide GOM. Marathi Circular No. Nivida/0812/ (420/2012) Mo. Pra.-1 Mantralay, Mumbai-400032 Dated- 31/05/2019. (Annexure - I) Condition mentioned in GR date 31/05/19 will be applicable for this Tender

Not applicable please refer special condition No. 66

~~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.~~

~~2) Quantities in respect of the several items shown in the Schedule 'B' of the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of~~

~~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% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs.5,000/-.~~

~~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 in sub-clause (2) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates derived from the rates entered in the current schedule of rates. In the absence of such rates, contractor will carry out the said quantities at the rate prevailing in the market or mutually agreed rates whichever is less. The percent rates above or below quoted by the contractor shall not be applicable for quantities exceeding 125%.~~

~~4) In case the quantity of any item reduces by more than 25% the rate of such item shall be revised as per provisions of sub-clause (3) of Clause 38. However, total payment of such item shall be limited to 75% of estimated cost of that item put to tender.~~

~~5) This clause is not applicable to extra items.~~

~~6) The provision of this clause will not to be applicable to the additional anticipated items in Schedule-B.~~

~~7) Also read special condition of contract clause 66 along with this clause. Clause 38 is applicable as per Govt. (WRD) Marathi circular no tender/ 0812/ (420/2012)/ mp1 Dt.11/10/2012 & Govt. WRD G R No. Nivida 1213/ (735/13)/ Mopra 1/dated 22/12/2017.~~

*Employment of
famine labour etc.*

CLAUSE - 39

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

No claim for **CLAUSE - 40**

*compensation for
delay in starting of
work*

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance work on any account.

No claim for **CLAUSE - 41**

*compensation for
delay in execution of
work*

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

Entering upon or **CLAUSE - 42**

*commencing any
portion of work*

The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the engineer in-charge or of have no claim to ask for measurements of or payment for work.

Minimum age of **CLAUSE - 43**

*person employed,
the employment of
donkey other animal*

(i) No contractor shall employ any person who is under the age of 14 years.

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

(iii) 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 the Corporation for any delay, caused in the completion of the work by such removal.

(iv) The contractor shall pay fair and reasonable wages which will not be below the minimum wages to the workmen employed by him in the contract undertaken by him. In the

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

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

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

(vii) All facilities provided in the contract labour (Regulation & Abolition-Act, 1970), the Maharashtra Contract Labour Regulation and Abolition Rule, 1971, and amendments there to should be provided.

*Method
payment.*

of **CLAUSE - 44**

Payment to contractors shall be made by RTGS from any Scheduled / Nationalized bank or by cheque drawn on any scheduled / Nationalized bank provided the amount exceeding Rs. 500/- . No amount will be paid in cash.

*Acceptance
conditions
compulsory
tendering
work.*

of **CLAUSE - 45**

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

*Employment
scarcity labour.*

of **CLAUSE - 46**

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometres of the work, the

contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which the Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

Price quoted shall not exceed the control price.

CLAUSE - 47

The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or price permissible under Hoarding and Profiteering Prevention Ordinances, 1948, as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under 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 or the price 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 rate of tender items are inclusive of all taxes, rates, fees and cesses etc. but excluding Royalty, Insurance and G.S.T.

Goods & Service tax (GST)

CLAUSE - 48

The rates to be quoted by the contractor must be

exclusive of Goods & Service Tax. After every RA Bills time to time applicable GST shall be paid by contractor as per relevant norms of Central/State Government. Applicable paid Goods & Service tax (GST) will be reimbursed to contractor only after producing tax invoice (Under GST Act) & GST Paid Challan certified by Chartered Accountant as per the guidelines issued by WRD Govt. vide circular no. TDS-0918/(P.K.590/18)/MP-1, Dtd. 13/11/2018. GST rates may vary as per time to time norms/guidelines issued by Central/State Government. Hence in case if it is observed that surplus amount has been reimbursed to Contractor than actual applicable lower GST rate, then such surplus reimbursed amount shall be returned back by Contractor to GMIDC immediately otherwise it will be recovered from next RA Bill and it will be binding on Contractor. For this Undertaking shall be submitted by Contractor in Envelope no.1.

At the time of payment, T.D.S. under GST @ rate 2% or at prevailing rate as per Government notification shall be deducted from each bill amount of contractor.

surplus materials

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 G.S.T. and the G.S.T. will be recovered on such sale.

Employment of locally available labour

CLAUSE - 50

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

Wages to be paid to the skilled and unskilled labourers engaged by the

contractor.

CLAUSE - 51

The contractor shall pay the labourers skilled and unskilled, according to the wages prescribed by the Minimum Wages Act of 1948, and amendments there to applicable to the area in which the work of the contractor is located & is in progress. Contractor shall comply with the provisions of apprentices act 1961 and the rules and orders issued there under from time to time if he fails to do so his failure will be a breach of the contract and the Superintending Engineer may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising out on account of any violation by him of the provisions of act.

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

CLAUSE - 52

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

INCOME TAX DECUCTION.

(i)The contractor shall have to furnish Income Tax Assessment number and date on which he is assessed.

(ii)Deduction of Income Tax at 2 % (Two percent) (plus surcharge on Income Tax in force from time to time) or at prevailing rate as per Government notification, of the value or work done, will be made from contractor's R.A. bill.

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

CLAUSE - 53

The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended

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

Professional tax

CLAUSE - 54

The contractor shall duly comply with all the provisions of the Maharashtra State Tax on Professions and Traders, Callings and Employment Act, 1975. (See Rule 3(2)). The contractor shall obtain certificate of registration under this Act and shall produce to Corporation clearance certificate as and when demanded.

CLAUSE - 55

The contractor shall comply with all the provisions of Maharashtra Goods and Service tax act 2017 & amended hereon in the execution of work contracts.

Conditions relating to insurance of contract work

CLAUSE - 56

The Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's All Risks Insurance Policy, Erection All Risks Insurance Policy, as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract

value and complete contract period COMPULSORILY from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, First floor, Opp. Kalanagar, Bandra (East), Mumbai - 400051." (Telephone No. 022 -26590403/ 26590690 and Fax No.022-26592461 / 26590403) Similarly, all workmen appointed to complete the contract work are required to insure under workmen's compensation Act. Insurance charges are to be paid by the contractor to the "Director of Insurance Maharashtra State, Mumbai." If insurance policy is not produced by the contractor, then amount @ the rate of 1% cost put to tender will be recovered from first RA Bill of contractor and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. Insurance charges as per actual premium paid subject to maximum to the provision in Schedule B will be reimbursed to contractor on production of valid Insurance Policy Certificate. Offer quoted (above/below) is not applicable to the item of insurance. Insurance Policy/ Policies taken out from any other company will not be accepted. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers. The contractor shall renew the insurance policy for the extended period of the contract. The contractor shall also take out additional insurance policy for the increased contract cost if any.

Condition for Malaria Eradication, Anti-Malaria and Other Health Measures Govt. of Maharashtra P.W.D. Resolution CAT 1086 / CR-243 / Bldg/2 Mumbai,

CLAUSE - 57

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 Filarial) of Health Services.
- (b) Contractor shall see that mosquito genic conditions are

dt. 11-09-1987

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 (Malaria and Filarial) of Health Services.

(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 the amount spent by the Government on antimalaria measures to control the situation in addition to fine.

RELATION WITH PUBLIC AUTHORITIES

(e) The contractor shall make sufficient arrangements for draining away the sewerage 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 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 live able on him without any extra cost to Government. (Govt. of Maharashtra P.W.D. Resolution No.CAT - 1080/ CR-243/ K/ Building-2, Mantralaya, Mumbai-32.Dated11-09-1987)

CLAUSE - 58

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

Labour Welfare Cess

CLAUSE - 59

Labour Welfare Cess will be deducted from each R. A Bill and shall be credited to Labour welfare account as per provisions in Industries Power G.R.no. BCA-2009/R/108/ Labour 7-a dated 17-06-2010.

Stamp Duty

CLAUSE - 60

It is binding on the Contractor to execute the Agreement on non Judicial Stamp Paper purchased by him amounting to the value applicable as per extant Stamp Act.

Maharashtra Stamp Act work contract that is to say a contract for works and labour or (LX 1958) service involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a subcontract.

a) Where the amount or value set forth in such contract does not exceed rupees Five Lakhs (Five hundred Rupees)

(b) Where it is exceed rupees five Lakhs (Five Hundred Rupees plus 0.3% of the amount of above rupees five Lakhs subject to maximum of Rupees Twenty Five Lakhs)

(c) It is mandatory to pay amount of stamp duty to Revenue Authority by contractor after acceptance of tender as per government of Maharashtra Revenue and Forest Department circular no. stamp duty-2020 / informal No. 1 / 2016 / case no.218/M-1/(policy) Dt. 18/03/2021

Payments to Labours / Staffs

CLAUSE - 61

Contractor shall submit a certificate to the effect that "All the payments to the labour / staff are made in bank accounts of staff linked to Unique Identification Number (AADHAR CARD)." The certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract.

Call Before u Dig (CBuD)

CLAUSE - 62

Due to excavation work there is possibility of damage to existing basic services such as roads, water supply & Drainage lines, Telephone/Internet Cables, Electric lines, Gas pipelines, Optical fibre cables etc. which may lead to inconvenience to people without any intimation. Hence in order to avoid such inconvenience & damages to basic services, contractor should enroll himself on "Call Before U

Dig (National Broadband Mission, DOT)" through mobile app as per GAD Govt. Resolution Dtd. 04/12/2023.

Contractor should intimate to concerned department related to existing basic services through CBUd app and obtain consent/ approval of concerned department before doing excavation compulsory. If any damages to basic services happens during construction work then contractor will be solely responsible for it and he/she will be liable to pay compensation to concern owner of such existing basic services. Guidelines given in GAD Gort. Resolution Dtd. 04/12/2023 shall be followed regarding this and it will be binding on contractor.

*Action on false/
Incorrect documents
submission*

CLAUSE - 63

During tender scrutiny, acceptance, payment of bill and after completion of the work with in defect liability period if it is found that, the documents submitted by bidder with tender is found false / incorrect, action will be taken against the bidder as per public works department, Maharashtra g.r.no.CAT/ 2018/ 127/dated28/11/2018. Also bidders Earnest money deposit (EMD)/ security deposit amount (S.D.)/ additional performance security deposit shall be forfeited and debar/ban for three years as per GR dated 30/11/2018, from participate in any tender process of Water Resource Department, Maharashtra and registration of the said bidder shall be cancelled for two years by the registration authority as per GR dated 23/06/2020. Also criminal case will be filled against the bidder as per the Indian Penal code and Information technology act 2000.

SECTION - H
SPECIAL CONDITIONS OF
CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACTOR TO INFORM HIMSELF FULLY

- 1.1.** The contractor shall be deemed to have carefully examined the work and site conditions, conditions of contract in B-1 form, the special conditions, the specifications, schedules and drawings and shall be deemed to have visited the work site his own quarries for rubble and sand and to have fully informed himself regarding the availability of construction material and leads involved, local conditions ancillary works required to be done etc before quoting the offer.
- 1.2.** If he shall have any doubts as to the meaning of any portion of the special conditions or the scope of work or the specifications or any other matter concerning the contract he shall in good time. Set for the particulars there of and submit them to the Engineer-in-charge.
- 1.3.** The Engineer-in-charge generally means the Executive Engineer directly in charge of the work, but also means the Superintending Engineer. Chief Engineer of Corporation, for exercising powers under this contract.

2. CONTRACT DRAWINGS AND SPECIFICATIONS

- 2.1.** On acceptance of the tender one set hard copy (and soft copy) of available approved drawings as well as one certified copy of the accepted tender will be supplied to the contractor free of charge within one week. On request by the contractor and at the discretion of Engineer - in - charge, the contractor may be supplied additional copies of contract documents to be charged at the rate of Rs. 5000/- (Rs. Five thousand only) per set.
- 2.2.** The drawings which form part of this contract show the works to be done in such details as possible to do for the present. They will be supplemented for superseded by such additional detailed drawings as may be necessary as the work progresses. The contractor shall carry out the work in accordance with these additional and/ or revised drawings as the case may be at the applicable rates as per the contract. The contractor shall be supplied a maximum number of three copies of each of such approved drawings free of charge. If the contractor require any additional copy for his use, the same may be supplied and the contractor will be charged Rs.5000/- (Rupees five Thousand Only) per set of drawings and Rs.2000/- (Rupees Two Thousand Only) for additional copy of each approved drawing. The Contractor shall check all drawings carefully and intimate the

Engineer-in-charge immediately any errors or omissions discovered. The contractor shall not take advantage of any kind of errors or omissions in the drawings supplied.

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

3. DATA AND DRAWINGS TO BE FURNISHED BY THE CONTRACTOR

3.1 Prior to the commencement of the work, within one month from the date of his receiving notice to start work, the contractor shall submit to the Engineer-in-charge for approval, computerized drawings or prints of size 1020 mm X 690 mm or 510 mm X 345 mm as may be suitable in triplicate showing the location of major plant workshop, if any, a layout plan of construction plant and equipment for the execution of the work which the contractor proposes to adopt at site, roadways, temporary bridges, unloading facilities and storage yards, etc. which he proposes to put up at the site.

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

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

~~**3.4** Detailed Design & Drawings of all Mechanical components of Barrage shall be prepared by Contractor through Reputed qualified Designer/Consultant within two months from date of issue of work order and get it vetted through Central Designs Organisation Nashik & Mechanical Organisation of WRD along with compliance of all remarks if raised any, and later after approval of Field Chief Engineer these drawings shall be used for execution. Design & Drawings preparation charges are already included in the rates of Mechanical items of Barrage. Hence no extra amount/charges will be paid separately to contractor in this regard. Contractor shall submit each Design & Drawings in 6 Hard Copies and 1 Soft Copy. If any Corrections/Remarks/Revisions in design/drawings asked by department or CDO or Mechanical Organisation then it shall be done by contractor without any extra cost. From Design/Drawing preparation up to approval~~

~~whole will be responsibility of contractor.~~

4. ERRORS, OMISSIONS, DISCREPANCIES

- a) In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications, the following orders or preference shall apply.
- a1)** Between actual scaled and written dimensions or description on drawing and corresponding one in the specification the latter shall be adopted.
- a2)** Between the quantities in the schedule of quantities and those arrived at from the drawings the former shall apply.
- a3)** Between the written description of the item in the schedule of quantities and the detailed specifications of the same item the latter shall be adopted.
- b) The information in connection with the works and work site as well as specifications are contained in this book of contract in general and in particular in two parts, viz special conditions and specifications for item of work, In case of any discrepancy or repugnancy in the clauses in these sections the specifications will prevail over special conditions.
- c) The special conditions of contract and the specifications shall prevail over various clauses of tender form.
- d) In all cases of omissions and/or doubts or discrepancies; in the dimensions or description of any item, a reference shall be made to the Engineer-in-charge whose elucidation, elaboration or decision shall be considered as authentic and final subject of the Clause 30 of B-1 form. The contractor shall be held responsible for any errors that may occur in the work through lack or such reference and precaution.

5. USE OF SITE

- a) All land required for contractor's own use shall be arranged by the contractor from private land owner / Revenue department at his own cost and no claim on this account shall be entertained. If however, spare land is available with corporation / government it may be handed over to contractor at the rates to be decided by the corporation / Gom for such contract work.
- b) All areas of operation, including those of his staff and labour colonies in case handed over to the contractor shall be cleared and handed over back in good condition to the Engineer-in-charge, except the areas under works constructed by the Engineer-in-charge. The contractor shall make good to the satisfaction of the

Engineer-in-charge, any damage or alterations made to areas which he has to hand over back or to other property or land handed over to him for the purpose of this work.

- c) The lands shall as herein before mentioned be handed over back to the Engineer-in-charge within three months after the completion of the work under this contract or the termination of the contract whichever is earlier. Also no land shall be held by the Contractor longer than the Engineer-in-charge shall deem necessary and the Contractor shall on due notice by the Engineer in charge vacate and return the land which the Engineer-in-charge may certify as no longer required by the Contractor for the purpose of the works. In case the lands are not handed over back to the Corporation / GoM within the time limit, specified above, penal rent as may be decided by the Engineer-in-charge will be recoverable and further legal action to vacate land will be taken by Engineer-in-Charge.
- d) If the vegetation and forest is noticeable in project area, the contractor should take at utmost care for the preservation of vegetation and forest. Any damage in this vegetation and forest will have to be compensated by the contractor and decision from Engineer-in-charge will be final and binding on contractor. Contractor shall take a note that any damage to the forest will attract the provision of Forest Conservation Act, 1980.

6. CONTRACTOR NOT TO DISPOSE OFF SOIL, TREES, ETC:

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

7. GOLD/SILVER, MINERALS, OILS, RELICS, ETC. FOUND ON THE SITE :

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

8. ACCESS TO SITE AND WORK AND CO-OPERATION WITH OTHER CONTRACTORS:

The Engineer-in-charge may, if he considers fit, from time to time enter on any lands

which may be in the possession of the Contractor under the contract for the purpose of executing any works not included in the contract and may execute such works not included in this contract by agents or by other contractors at his option and the contractor shall in accordance with the requirements of Engineer-in-charge afford all reasonable facilities for execution of the works, including occupation of lands by structures or otherwise to any other contractor employed by the corporation/ GoM and his workmen or for the workmen or the corporation/ GoM who may be employed in the execution on or near the site of work not included in the contract, or of any contract in connection with or specially to the works and in default, the contractor shall be liable

to the corporation/GoM for any delay or expenses incurred by reason of such default. the contractor shall not however, on account of any such modified, new or extra work executed by or for the sake of the corporation/ GoM be entitled to claim relief from the obligation to execute the works. The contractor shall also co-operate with other contractors with all fairness and mutual understanding and use the common facilities like access roads to quarries, water supply arrangement etc.

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

9. CLEANING UP

- a) The contractor shall at all times keep the construction areas and his colony and storage free from accumulation of waste or rejected materials.
- b) Prior to the completion of the work, the contractor shall remove all rubbish from and around the premises and all tools, scaffolding equipment and materials which are not part of permanent structures except otherwise asked for or as provided under any other clause of this contract, the premises will be left in a manner fully satisfactory to the Engineer-in-charge.

10. LAYOUT OF CONSTRUCTION ROADS.

The contractor shall have to submit the detailed plan to the Engineer-in-charge showing the layout of the work site, roads and temporary approach roads proposed by him before he starts the actual work. Such a road layout plan will be scrutinized by the Engineer-in-charge and any modifications suggested by him will be binding on the contractor. If it is decided by the Engineer-in-charge to have some of the roads proposed by the contractor as common roads, for common use of Corporation / GoM and other contractors of Corporation / GoM and for compact and

planned layout of work site the contractor will be bound to construct them and allow them to be used simultaneously by other contractors and departments. In case of disputes, the decision of the Engineer-in-charge shall be final and binding on the contractor.

11. PERIOD AND HOURS OF WORK

The work shall be done usually during the day time. In the interest of progress if it is felt necessary to work during night, the contractor shall obtain specific permission of the Engineer-in-charge. If the work is to be done at night, prior permission of Engineer-in-charge should be obtained and adequate lighting arrangement shall be made as directed by the Engineer-in-charge.

12. SIGNING FIELD BOOKS, LONGITUDINAL SECTIONS, CROSS SECTIONS AND MEASUREMENT BOOKS.

Before starting the work, and at the end before the work is covered levels for plotting the longitudinal section (along the axis as decided by the Engineer-in-charge or his authorized representative) and cross sections of the portion of the work shall be taken by the authorized Engineer of the contractor in the presence of the Engineer in-charge or his duly authorized representative and the same shall have to be got attested from the Engineer-in-charge or his authorized representative in token of acceptance. If the contractor fails to take measurements and sign them the measurements recorded by the Engineer-in-charge or his representative in the authorized books shall be final and binding on the contractor. For this purpose, suitable date or dates shall be fixed by the Engineer-in-charge and intimated to the contractor at least three days in advance. If the contractor or his duly authorized agent fails to attend on the appointed date or dates, the level shall be taken in his absence and such levels and longitudinal sections and cross sections based there on shall be final and binding on the contractor. The levels will be taken on such alignment and cross section as will be useful for reference permanently and described under specifications for excavation. The point of locations for the level will depend upon the roughness of the area and will also be at least in conformity with the requirements of specification for 'Excavation' as far as possible. Based on the above measurements and levels recorded by the Engineer of the corporation, the Contractor shall prepare computerized drawings of plan, L-Sections, Cross Sections etc. on A-4 size paper and submit the same to Engineer-in-charge. Thereafter the contractor can prepare, print and submit the Running Bills in this standard format for the payment.

13. PROGRAMME OF CONSTRUCTION WORK AND PROGRESS SCHEDULES

The Contractor shall give Detailed work program within 15 days of notice the proceed the work , The construction programme is given in Annex 'A' to Section I - Detailed Tender Notice / enclosed at the end of Schedule 'B' of tender document based on which the physical programme is prepared. If the bidder does not agree with this programme, he shall submit his own programme without changing total period of tender along with tender documents inclusive of the physical programme as stated above, subject to the provision that 50% of the work shall be completed in 50% of the contract period and 100% of the work shall be completed in 100% contract period.

In case, it is subsequently found necessary to alter this approved programme including the changes in the sequence of the items without violating period of completion of project, the contractor shall submit in good time a revised programme incorporating necessary modifications proposed and get the same approved from the Engineer-in-charge.

Additional detailed programme for each working season, beginning from October, Showing the progress to be achieved month by month for controlling items shall also be submitted to the Engineer-in-charge not later than the 31st August proceeding the working season and got approved. The Engineer-in-charge is further empowered to ask for more detailed programme, say week by week, for any items of special importance, and Contractor shall supply the same as and when asked for without delay. The submission of the works programme and approval to it by the Engineer-in- Charge shall not relieve the contractor of any of his duties or responsibilities under the contract, like timely completion, the damages due to flood or other natural calamities etc. The contractor shall not be entitled for any claims for any damages caused, due to particular works programme. It is the entire responsibility of the contractor to frame the programme after anticipating the rains, floods etc. Actual work turned out shall be mainly taken into account and not just the sum total of the various payments made to the contractor. The advance on the material brought to the site of work will be accounted for while arriving at the progress achieved by the contractor in terms of proportion of the total work tendered for.

14. MATERIALS

14.1 CEMENT - PROCUREMENT, STORAGE AND MAINTAINING STORE ACCOUNT:

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

269-1967 and subsequent revisions for Portland Cement and I.S.1489-1976 and subsequent revisions for Portland Cement.

14.1.2 All cement required for the work under this contract shall be procured, well in advance by the contractor in polythene bags as received from the cement factories.

In case, where batching plant is used, the procurement of cement through silo will be permitted if requested by contractor to Engineer-in-charge.

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

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

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

14.1.6 DAILY CEMENT CONSUMPTION REPORT:

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

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

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

(b) To sell the cement with prior written permission from the Engineer-in-

Charge to any of the contractors carrying out the works on contract with the Corporation at a price to be negotiated by both the contractors and account for the same.

14.2 STEEL

Steel required for the work under the Contract shall be procured well in advance by the Contractor

A) The Contractor shall procure steel from the market. The Contractor shall make necessary arrangement at his own cost for sample from the available stock and shall confirm with the specifications laid down by the Bureau of Indian Standard (vide their specifications No. 2. I. S. 432 (Part – 1) of TMT Bar of 500 FE Steel Bar ISI Mark

B) The Contractor should store the steel for 60 days requirement at least one month in advance.

C) The Contractor will have to construct sheds for storing steel having capacity not less than the steel required for 90 days use at approved location. The Engineer-in-Charge or his representative shall have free access to such store at all times.

D) The Contractor shall further, at all times satisfy the Engineer-in-Charge on demand, by production of records and books or by submission of returns and other formats as directed that the steel is being used as tested and approved by the Engineer-in-Charge for the purpose, and the Contractor shall at all times keep his records up to date to enable the Engineer-in-Charge to apply such checks as he may desire.

E) 1) For bar diameters 22 mm and above & plates the steel should be procured from one of the main producers confirming to IS Fe 500 with test reports in the format in Technical Specifications.

2) In respect of bar diameters from 6 mm to 20 mm steel manufactured by ISI approved rolling mills can be accepted along with the supply of main producers confirming to IS Fe 500 provided the third party inspection is carried out and test certificate for steel supplied by the convergent Agent and ISI approved re-rolling mill, should be submitted by the contractor at his own cost

The HYSD/TMT shall conform to the specification laid down by the BIS (Vide their specifications nos 932 part 1 of 1996) , 1139:1966, 1780:1980

15. QUALITY ASSURANCE AND TESTING:

15.1. SPECIFICATION

It is the responsibility of the contractor to assure the desired quality of work. Whenever the testing of construction materials are required as per the detailed specifications or otherwise required by the Engineer-in-Charge, the same shall be carried out at the laboratory, selected by the

Engineer-in-Charge at Contractors' cost. The other tests of mortar, concrete, coalgrout etc. shall be carried out in field laboratory set up by the contractor in presence of quality control representative. Contractor shall through this procedure assure the quality of work.

In addition to field test carried out by contractor in his laboratory, surprise tests will be carried by QCC wing as directed by Engineer-in-charge & as per QCC direction for which charges will be borne by contractor.

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

The contractor or his authorized representative shall have a free access in these laboratories, to get himself satisfied about procedures of testing etc. Even if the contractor or his representative fails to remain present while collecting samples or testing the results will be considered as authentic and binding on the contractor.

15.2. Contractor has to carry out quality control test as per specifications and as directed by Engineer-in-charge & quality control and vigilance organization of Govt.

15.3. Results :

Contractor shall obtain all quality control results of cement, steel, metal, sand, concrete etc. from the Quality Control Wing of the Water

Resources Department and same shall be submitted in the form of consolidated booklet to the Engineer- in charge at the end of every month until the completion of work. The payment of quantity executed will be payable on submission of satisfactory quality control reports.

15.4 Quality Assurance Plan (QAP)

Contractor shall furnish quality assurance plan for the work and get approval from Engineer in charge before starting of work. This quality assurance plan should be in accordance with ISO 9000 and its further series.

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

control representative at contractor's cost. Contractor shall through this procedure assure the quality of work.

ii) Unless otherwise indicated elsewhere in the Contract, the Quality Assurance and Quality Control (QA/QC) document, as issued by the department, shall be followed. The QA/QC document of department shall form the part of the Contract and a copy of the same shall be made available at the site.

iii) Within 15 (fifteen days) from the date of commencement of work, the contractor shall arrange to provide at his own cost a fully furnished and adequately equipped field laboratories at the required locations of site as per specifications and directions of the Engineer-in-Charge, including maintenance of the same. This shall be removed at the completion of the work. All dismantled items of field laboratory and all equipment shall be property of the contractor at the completion of the work.

iv) The calibration of the laboratory equipment and instrument shall at the initial stages be certified by agencies approved by the Engineer-in-Charge. Laboratory equipment shall be property maintained and calibrated throughout the period of the Contract by the Contractor at his own expense. The Contractor shall notify the Engineer-in-Charge in

sufficient advance prior to conducting any tests for materials and work. The Engineer-in-Charge will also inspect the laboratory and the Contractor shall provide adequate facilities to the Engineer-in-Charge for his independent verification of the accuracy and adequacy of the facilities, equipment required at site as included in the QA/QC document.

v) The materials, mixes and any other arrangements, including labourers, shall be supplied by the contractor to the Corporation at contractor's cost. The samples for testing shall be taken in the presence of Engineer-in-Charge or his representative present on site. The contractor or his authorized representative shall have a free access in these laboratories, to get himself satisfied about procedures of testing etc. Even if the contractor or his representative fails to remain present while collecting samples or testing the results will be considered as authentic and binding on the contractor.

vi) The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. Such system shall be in accordance with the details stated in the Contract. Compliance with the quality assurance system shall not relieve the Contractor of his duties, obligations or responsibilities.

vii) Contractor shall provide all test reports of material used in the work as desired from the NABL (National Accreditation Board for Testing and Calibration Laboratories) approved laboratories and from Quality Control, MERI

laboratories of the WRD. Contractor shall provide periodical quality assurance report (Weekly/fortnightly/monthly) to Engineer in Charge along with proofs in support of quality of material brought for the work the process/ execution of work is as per specification.

viii) Details of all procedures and compliance documents shall be submitted to the Engineer's Representative for his information before each design and execution stage is commenced. When any document is issued to the Engineer's Representative, it shall be accompanied by the signed quality statements for such document, in accordance with the details stated in the Contract. The Engineer's Representative shall be entitled to audit any aspect of the system and require corrective action to be taken.

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

x) If he fails to fulfill the requirement, the required manpower for testing and field laboratory with required equipment will be deployed by the Engineer-in-Charge and the charges will be recovered from the contractor (Provisions of Clause 4 will be applicable) or the agreement will be revoked. Contractor shall allow any authorized persons by Employer or Engineer to inspect and check the test and quality control for the Work.

xi) All materials and equipment incorporated in the work shall be new, of the best commercial quality and suitable for the purpose intended. The quality of workmanship produced by skilled knowledgeable and experienced workman, mechanics and artisans is required for the work. Particular attention shall be given to the appearance and finish of exposed work.

xii) Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and / or needed for erection, completion and safe operation of the equipment as required by applicable National and International codes though they may not have been specifically mentioned in the detailed specifications. All similar standard equipment provided, shall be interchangeable with one another.

xiii) If it shall appear, that the work has been executed with unsound, imperfect or of an inferior quality or otherwise not in accordance with the contract documents, the Contractor shall at his own cost rectify, reform, remove or reconstruct the same, whole or in part as may be, directed by the Engineer, whether or not, the value of any such work of material shall have been included in any payment made to the Contractor. The Executive Engineer may, if he thinks fit, allow such work to be paid at reduced rates and his decision will be final and binding, provided further that the rates and his decision will be final and binding, provided further that the rates fixed

by the Engineer, be not acceptable to the Contractor, he shall have the option to replace the defective work or materials with ones in accordance with the specified standards.

It is not the intention to completely specify details of the design and construction of various equipment. However, the equipment's shall conform in all respect to high standards of engineering, design and workmanship. It shall be capable of performing continuous commercial operation in a manner acceptable to the purchaser who will interpret the meaning of drawings and specification and shall have power to reject any work or material which, in his judgment, is not in accordance there with. The equipment offered shall be complete with all components necessary for their effective and trouble free operation. Such components shall be deemed to be within the scope of supplier's supply, irrespective of Whether these are specifically brought out in this specification and /or commercial order or not.

xiii. The Contractor shall be responsible for the selection and design of appropriate equipment to provide the best co-ordination performance of the entire system. The basic design requirements and detailed out in item wise specification. The design of various components, subassemblies and assemblies shall be so done, that it facilitates easy field assembly and maintenance.

xiv)Batching Plant for Concrete work of specified grade should be within 15km from work site.

xv) PERSONNEL FOR QAULITY ASSURANCE

Sr. No.	Personnel with Qualification	Nos.
1	Quality Assurance Engineer (Civil Engineering Graduate with minimum 2 Year experience in QA testing and report generation work)	One
2	Laboratory Assistants (Minimum 12th Pass with Science subject with 2 year experience in testing of material)	Two to Four (As per work)
3	Laboratory Attendants	Two to Four (One for each L.A.)

xvi) EQUIPMENTS- required conducting test laid by QC wing of WRD (MH).

1	Equipment	Apparatus for Tests
2	Concrete Work	Silt, Gradation, Moisture Content, Slump, and Cube Modules.

16. HIRE OF CONSTRUCTION EQUIPMENT

Construction equipment owned by the Corporation, if available and can be given on hire conveniently, will be made available on specific request, to the contractor at rates that will be prescribed by Corporation from time to time Supervision charges will also be levied as prescribed by the Corporation from time to time. The contractor shall execute the agreement bond as prescribed by the Corporation and shall agree to the specific rates of hire and supervision charges in force on the day of transaction in writing before machinery is taken out of the Corporations' yard by him. The contractor shall pay irrevocable bank guarantee for a value equal to 25% of the cost of the similar new machinery for a period equal to period of hire plus three months some such items of equipment's are indicated below.

RENTED EQUIPMENT :

- i) Tankers ii) Diesel road rollers iii) Tippers
- iv) Dozers v) Loader vi) Seismopactor

The machinery shall be entirely in the custody of the Corporation. It shall be issued to the contractor at the yard where they are stationed. The machinery will not be allowed to leave the work area on any account. All machinery so hired will be entirely operated and maintained by the Corporation in consideration of the hire charges to be paid by the contractor.

If any equipment is to be used in excess of 8 (eight) hours per day, permission of the Engineer-in-charge shall be obtained in advance. Reckoning of working hours will start from the time the machinery leaves Corporation yard, where it has to return to it daily, and in other cases, when the machinery actually starts working. Closing time of working will be when it returns to the Corporation yard or actually ceases working for the day respectively.

Log books shall be maintained by the Engineer or his authorized representative for each piece of equipment in the form laid down by the Engineer. The Contractor or his duly authorized agent shall verify and sign in the log book or on the machinery duty slip in lieu thereof, daily, if the contractors' representative fails to sign the log book, the entries made by the Corporations' representative shall be binding on the contractor.

Any complaint or representation regarding the recorded working hours must

be submitted in writing within 24 (twenty-four) hours of the close of the shift, The Engineers' decision regarding such disputes pertaining to working hours shall be final and binding on the Contractor. Complaints or representations made after lapse of 24 (twenty-four) hours limit shall not be considered. The log books shall form the basis for raising debits against the Contractor.

All expenses in respect of oil, fuel, grease, cotton waste etc. shall be borne by the Contractor. Crew for operating the equipment shall be provided by the Corporation.

All minor and major repairs shall be carried out by the Corporation, to keep the equipment in working condition. However, in case of any breakage, damages, slips etc. which may occur due to the negligence of contractors' labour, equipment or staff or by reason, for which Corporation personnel are not responsible, the cost of such damages shall be recovered from the contractor. The decision regarding fixing of responsibility for any damages shall rest with the Engineer-in-charge and decision given by him shall be binding on the Contractor.

Equipment shall be given on hire only when these can be spared. No claim on account of sickness or non-availability of machinery shall be entertained.

In case of damage to the equipment during haulage to site of work from contractor stores or servicing yard, full cost of repairs shall be recovered from the contractor when damage is due to rough handling. That damage trucks / tippers due to bad haulage roads will also be recovered from the contractor. Decision of the Engineer in- charge regarding of repairs and cause of damage shall be final and binding on the contractor.

A truck, tipper, tanker and any other equipment may be hired for a single day at a time and the minimum charges to be levied will be 8 (eight) hours plus mileage or for 8 (eight) hours when mileage is not applicable.

Compressor and concrete mixers shall not be hired for less than a day time and minimum charges for hire will be that for four hours per day. Crusher shall not be hired for a period less than a month at a time the minimum charges for hire will be those for 25 (twenty-five) days and 8 (eight) hours per day.

17. NO INTEREST ON MONEY DUE TO THE CONTRACTOR :

No omission by the Engineer to pay the amount due upon measurements or otherwise shall vitiate or make void the contract nor shall the contractor be entitled to interest on any guarantee bond or payment in arrears nor on any balance which may on the final settlement of his account be found due to him. The payment of the work done will be made as and when funds are made available by Corporation / GoM. No claim will be entertained for delay in payments

of Running account bills / final bill.

18. OTHER CONTRACTOR FOR THE WORK :

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

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

If there is a dispute or disagreement between the contractor for any cause whatsoever, the same shall be referred to the Engineer-in-charge whose decision regarding the coordination, cooperation and facilities to be provided by any of the contractor to others shall be final and binding on all parties and such a decision or decisions shall not vitiate any contract not absolve the contractor of his responsibilities under the contract not from the grounds for any claim of compensation.

19. CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL

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

20. ACCESS TO THE CONTRACTOR'S BOOKS

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

21. BREACH ON PART OF CORPORATION NOT TO ANNUL CONTRACT:

No breach or non-observance on the part of corporation of any of the conditions contained herein shall annul this contract or discharge the corporation from the observance and performance thereof, but on application to the Engineer-in-charge, an extension of time any be given to the contractor in respect of such breach or non- observance by the corporation which shall be governed by Clause 6 of B-1

from.

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

22. A - LOCAL LAWS

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

22. B - TAXES ETC.

All import and excise duties, local taxes and other taxes (Excluding G S T) for execution of work shall be borne by the Contractor and they shall be deemed to have been covered by his quoted tender rates, except that the contractor shall not be liable to any land tax for the land handed over to him for the operation in connection with this contract or for his colony or appurtenant works constructed by him for the purpose of this contract.

A) Goods and Service Tax

The rates to be quoted by the bidder must be exclusive of Goods & Service Tax. After every RA Bills time to time applicable GST shall be paid by contractor as per relevant norms of Central/State Government. As per WRD Govt. Circular no. TDS-0918/PK590/2018/MP-1, Dtd.3/3/2023 for GST 18% provision has been kept in Technically Sanctioned Estimate of Work. Hence applicable paid Goods & Service tax (GST) will be reimbursed to contractor only after producing tax invoice (Under GST Act) & GST Paid Challan certified by Chartered Accountant as per the guidelines issued by WRD Govt. vide circular no. TDS-0918/(P.K.590/18)/MP-1, Dtd. 13/11/2018. GST rates may vary as per time to time norms/guidelines issued by Central/State Government. Hence in case if it is observed that surplus amount has been reimbursed to Contractor than actual applicable lower GST rate, then such surplus reimbursed amount shall be returned back by Contractor to GMIDC immediately otherwise it will be recovered from next RA Bill and it will be binding on Contractor. For this Undertaking shall be submitted by Contractor in Envelope no.1. GST Registration and TDS over GST – It is mandatory for the bidders to register themselves under GST and the documentary proof should be submitted in Envelope -1. The section 51 of the CGST & SGST Act. provides that every department or establishment of the central Government or the State Government to deduct tax at source (TDS) at the rate of 1% each for SGST and CGST from the payment made to

the deducted. Thus total value of deduction would be 2%

Note –

I) In case of interstate supply TDS is 2% under IGST

II) TDS certificate in this regard will be issued within 5 days of accepting of TDS details by deducted i.e. by contractor from their login.

(a) GST @ 2% i.e. 1%CGST + 1% SGST will be deducted at source (TDS) under of section 51 of Maharashtra Goods and Service Act-2017

(b) Contractor have to be registered themselves for the Goods and Service (GST) 2017.The TDS for GST will be applicable as per the prevailing rates. Deduction of Income Tax at 2% of the gross value of the work done will be made from the Contractor's R.A. bills.

C) Additional conditions regarding payment of royalty charges as per Bombay Minor Mineral Extraction (Amendment) Rules, 2003.

The royalty charges are to be paid by the Contractor to the Revenue authorities. This is the prime responsibility of Contractor as per Tender Cl. No.36.

D) The contractor shall also be liable to all relevant provisions of the Indian Income Tax Act, which may be applicable to him from time to time.

The contractor shall protect and indemnify Corporation against all claims or liabilities arising from or based on the violation of such laws, ordinances, regulations, by laws by him or his employee. Also refer clause 48.

23. PERSONNEL OF THE CONTRACTOR

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

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

The Engineer-in-charge will have the unquestionable right to ask for changes in the quality and number of contractors' staff. The contractor shall on the written directives of the Engineer-in-charge, remove from the works any person employed thereon, who may in the opinion of the Engineer-in-charge be incompetent or

has misconduct himself. Such person shall not be employed again, on the work, without the written permission of the Engineer-in-charge. The contractor shall have to submit information regarding proof of payment of professional tax and the clearance certificate.

24. DEATH, BANKRUPTCY ETC:

If the contractor shall die or commit any act of bankruptcy or being a corporation, commences winding up except for reconstruction purposes or any on its business under a receiver, the executors, successors or their representatives in law of the estate of the contractor or any such receiver liquidator or any person whom the contract may become vested, shall forthwith give notice thereof in writing to the corporation and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of work, have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the corporation but not exceeding value of the work for the time being remaining unexecuted. In the event of stoppage of work, the period of the option under this clause shall be fourteen days only. Should the above option be not exercised, the contract may be terminated by corporation by a notice in writing to Contractor may be terminated by corporation by a notice in Corporation in this contract to taking of the work out of the Contractor's hand shall immediately become operative. copy of such notice shall be pasted on work site and advertised in newspaper.

25. NOTICES, HOW TO BE GIVEN :

Where any legal or other notice or any other document or any other direction is to be given to or served upon the Contractor it shall be deemed to be duly given or served, if it shall have been either delivered to him personally or to his recognized agent or to his email I D provided or

works manager (including in the case of company, the Secretary of such company) or delivered at or sent through the post, addressed to the last know place of business, or abode of the Contractor, a notice or other documents which shall be so given to or so served on any one of the partners in such firms, shall be deemed to have been given or served on all of them.

A - WORK ORDER BOOK

The contractor shall maintain bound work order book at work site as the engineer in-charge may direct. This work order book shall have machine numbered pages in triplicate. The contractor shall make them available to the engineer-in-charge or his representative whenever called for Executive Engineer or his representative may record order about work in this book, leaving the original copy

in the book and removing the second and third copy with him. The contractor or his authorized representative shall also sign this work order, in token of its' acceptance. All orders recorded in these work order book, shall be deemed to have been served on the contractor, on completion of the work all the work order books may be handed over to the Executive Engineer.

In the event of refusal of the contractor's representative on the spot to sign the work order book, Engineer-in-charge shall take the necessary further steps in respect of further communication and control, modification or stoppage of work as deemed fit at the entire responsibility of the contractor.

26. PASSING OF FOUNDATION ETC.

After the completion of the work of excavation, the same will be checked and passed by the Engineer-in-charge as per the powers wasted in them. No masonry or concrete or back filling shall be laid unless the foundation is so passed. No concreting shall commence unless the cantering and the reinforcement is checked and passed by the Engineer-in-charge.

27. REFERENCE OF STANDARD SPECIFICATIONS

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

28. COMMUNICATIONS AND NOTICES BY CONTRACTOR

All communications and / or notice pertaining to works and concerning matters, such as passing and approving of foundation reinforcement and formwork. measurements, mark outs. etc. shall not be addressed by the contractor to an officer below the rank of Sub Divisional Officer all such notices communications, etc. shall be addressed well within time so as not to hold up the work. Notices, communications and Correspondence should be in English language or Marathi.

29. NON-COMPLIANCE OF CONTRACT CONDITIONS

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

corrective action.

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

No claims, for compensation of any sort, from contractor will be entertained for withholding the bills indefinitely till specified requirements are complied with by the contractor.

After the issue of the notices about default by the contractor, the contractor shall not remove, from the site any plant, equipment and materials. The Corporation shall have a lien on all such plants, equipment and materials, from the date of such notices, till deficiencies have been corrected.

30. EXTRA ITEMS.

Extra items of work shall not vitiate the contract. The Contractor shall be bound to execute extra items of work as directed by Engineer-in-charge. The rates for extra items will be governed by the provisions of clause 14 and 30 of conditions of contract. As per Govt WRD Circular Marathi No. LeP-A/ 6013/ (410/2013)/ MoPra-1, Dt.28/ 11/ 2013 and GR Dt.22/ 12/ 2017

31. PRICE VARIATION:

WORK PORTION

- a) If during the operative period of the Contract as defined in condition (i) below, there is any variation in the Consumer Price Index (New Series) for industrial workers for **Nanded center** as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the Wholesale Price Index for all commodities, prepared by the office of Economic Adviser, Ministry of Industry, Government of India, or in the price of petrol/oil and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of
- (1) Labour Component
 - (2) Material Component
 - (3) Petrol, Oil and Lubricant (POL) components
 - (4) Cement Component
 - (5) HYSD/TMT Steel

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

(1)	Labour Component	K1	-	38 %
(2)	Material Component	K2	-	61%
(3)	Petrol, Oil and Lubricants	K3	-	1%
(4)	Cement Component		-	As Actual
(5)	HYSD Steel (TMT)		-	As Actual

Basic Star Rates of Following Materials are :-

1) Cement Component	-	Rs. 6000/- Per MT
2) HYSD Steel (TMT)	-	Rs. 61000 - Per MT

Formulae for Calculation of Price Escalation of Components :-

1. Formula for Labour Component:

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

Where,

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

P = Cost of Work done during the quarter under consideration minus the cost of Cement, Steel, Bitumen, C.I. And D.I. Pipes, Royalty, calculated at the basic Star rates as applicable for the tender, consumed during the quarter under consideration.

K1 = Percentage of Labour Component as indicated in above.

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

L1 = The Average Consumer Price Index for **Nanded center** for the quarter under consideration.

2. Formula for Material Component :

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

Where,

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

P = Same as worked out for labour component.

K2 = Percentage of Materials Component as indicated above. M0

= Basic Wholesale price index shall be average wholesale

Index of All Commodities for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

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

3. Formula for Petrol, Oil and Lubricant Component:

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

Where,

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

P = Same as worked out for Labour Component.

K3 = Percentage of Petrol, Oil and Lubricant Component.

P0 = Basic wholesale price index shall be average wholesale price index of HSD for the quarter preceding the month in which last date prescribed for receipt of tender falls.

P1 = Average wholesale price index of HSD during the quarter under consideration.

4. Formula for HYSD (TMT) Steel Component :

$$V4 = \left[\frac{S0 (S11 - S10)}{S10} \right] \times T$$

Where

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

S0 = Basic rate of HYSD (TMT) / Mild steel in rupees per metric tonne as considered for working out value of P.

SI₁ = Average Steel Index as Mild steel- long product as per Economic Advisors Web Site during the quarter under consideration..

SI₀ = Average of Steel Index as Mild steel – long product as per Economic Advisors Web Site for the quarter preceding the month in which the last date prescribed for receipt of tender fails.

5. Formula for cement Component :

$$V_5 = [C_0 (C_{I1} - C_{I0})] / C_{I0} \quad X \quad T$$

Where,

V₅ = Amount of price escalation in Rupees to be allowed for cement Component.

C₀ = Basic star rate of cement in rupees per metric tonne as considered for working out value of P.

C_{I1} = Average price Index of Ordinary Portland Cement published in the Economic Advisors Web Site during the quarter under consideration.

C_{I0} = Average of Price Index of Ordinary Portland Cement published in the Economic Advisors Web Site for the quarter preceding the month in which the last date prescribed for receipt of tender, fails.

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

b) The following conditions shall prevail

- i) The operative period of the Contract shall mean the period; Commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed, for the completion of the work specified in the Contract for work expires, taking into consideration the extension of time, if any for completion of the work granted by Engineer in-Charge under the relevant Clause of the conditions of Contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer-in-Charge as regards the operative period of the contract shall be final and binding on the contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging

the indices L1, M1, C1, P1, B1, SI1 and CI1 to the levels corresponding to the date form which such compensation is levied.

- ii) This price variation Clause shall be calculated in accordance with formula mentioned above separately for Labour, Cement, Steel, Other material and POL Component. This Price variation Clause shall be applicable to all contracts in B1 / B2 and C form but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this Clause.
- iii) Price Variation under this Clause shall not be payable for the extra items required to be executed during the execution of work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the Contract from B1/B2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under Clause 38/37 of the Contract form B1/B2 extends beyond the operative date of the DSR then rates payable for the same beyond the operative the date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.
- iv) This clause is operative both ways, i.e. if the Price Variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the government shall be entitled to recover the same from the contractor and the amount shall be deductible from any amounts due and payable under the contract.
- v) To the extent that full compensation for any rise or fall in costs to the contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

32. COMPENSATION FOR DELAY IN COMPLETION OF WORK ON CORPORATION ACCOUNT (THIS CLAUSE IS APPLICABLE ONLY IF THE ESTIMATED COST PUT TO TENDER IS MORE THAN RS.100 LAKHS):

- A) Contractor shall not be entitled for any compensation on account of Stoppage of work or delay in completion of work due to non-availability of funds for making payments

of Contractor's bills and for delay in handing over land to the contractor for the work or for any other reason.

- B) No compensation claims on account of idleness of man power machinery shall be entertained.
- C) Any construction work in/ near flowing canal, the water will released through these canal for irrigation and non irrigation purpose as per schedule of rotation programme. The contractor shall note this fact in advance and planned his work accordingly. If the contractor's men/ labour/ machinery etc. remain idle due to above reason the contractor shall not claim any extra charges on account of idleness of the same. No claim of any nature on account of above shall be entertained by the department.

33. DIGITAL PHOTOGRAPHIC AND VIDEOGRAPHIC RECORD:

The contractor shall maintain digital photographic record of all components of the work showing monthly progress of work. The digital photographic record (C.D. / Pen Drive) shall be submitted in five sets to the Engineer-in-charge. The photographic record should include date and time.

The Contractor shall, at his own cost, arrange for video recording of site before commencement and taking video film of important activities of the work as directed by the Engineer-in-Charge during the execution of the project and editing them to a video film of playing time not less than 30 minutes and up to 60 minutes as directed by the Engineer-in-Charge and these shall be kept by the Engineer-in- Charge.

Prior approval of the Engineer-in-Charge should be obtained in case such videos recordings are to be exhibited in digital platforms, public literature and calendars etc.

34. CO-ORDINATION WITH OTHER CONTRACTOR :

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

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

35. UNDERTAKING UNDER CONTRACT LABOUR ACT. :

The contractor shall furnish the undertaking towards implementation of contract Labour Act as given in Undertaking - 4

36. PHOTOGRAPHS AND VIDEO RECORDS OF THE WORKS.

The contractor will not be allowed to take photographs and Video showing field work or the general location of the work. The Engineer, may however, at his discretion, allow a few construction photographs to be taken for the purpose of the contractors' record. Prior approval of Engineer-in-charge should be obtained in such cases and also in case such photographs are to be exhibited in public literature and calendars, etc, in all such cases, negatives of the photos shall be submitted to the Engineer, after taking approved number of copies and the negative will become the absolute property of the Corporation.

37. FENCING, LIGHTING AND VENTILATION

- a) The contractor shall be responsible for proper lighting, fencing, guarding and necessary health and safety measures while executing all works under this contract and for proper provision of temporary roadways, guards, footways, fences, caution notices etc as far as the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and of the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precaution.
- b) MAINTENANCE OF SERVICES - After all the work under this contract is completed and accepted as such in case the Engineer-in-charge so directs, the contractor shall maintain the lighting, ventilation, communication facilities etc. up to a date determined by the Engineer-in-charge but not longer than for a period of twelve months. All reasonable charges for such maintenance otherwise not required by the contractor for his purposes under the contract will be borne by Corporation. As regards the reasonableness of such charges, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

38. LIABILITY FOR ACCIDENTS TO PERSONS:

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

On the occurrence of an accident resulting in death or which is so serious as to be likely to result in death, the contractor shall within 24 hours, report in writing to the Engineer-in-charge, the facts stating clearly about the circumstances in which accident causing minor injuries and loss to property should be communicated in writing, promptly to the Engineer-in-charge. In all cases the contractor shall indemnify the Corporation against all losses or damage resulting directly or indirectly from the contractors' failure to report in the manner aforesaid. This includes penalties or fines if any, payable by the Government as a consequence of failure to give notices under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accident.

In the event of accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 including all sub-sequent modifications there to, Engineer-in-charge may retain the sums of money as may in the opinion of

Engineer-in-charge be sufficient to meet such liability out of the amounts payable to the contractor. These sums shall be recovered from the immediate payment due to the contractor in on re-installment or in more than one installment. The decision of the Engineer-in-charge regarding this shall be final and binding on the contractor. On receipt of award from the Labour Commissioner the balance amount shall be reimbursed to or recovered from the contractor.

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

39. THE CONTRACTOR TO SUPPLY AND BE RESPONSIBLE FOR THE SUFFICIENCY OF THE MEANS EMPLOYED :

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

40. COVERING OF WORK

The contractor shall give not less than seven days notices in writing to the Engineer-in-charge of the work which is proposed to be covered up or placed beyond the reach of measurements so that the measurements may be taken before the writing is covered up or placed beyond the reach of measurements. No work shall be covered up or placed beyond the reach of measurements, before ensuring that the measurements of work to be covered up are recorded. Any work covered

up or placed beyond the reach of measurements without such notices having been given or consent default thereof on payment or allowance shall be made for such work or for materials with which the same was executed.

41. ACCURACY OF LINES, LEVELS AND GRADES SETTING OUT

- a) The contractor shall be responsible for the true proper setting out of the work and for the correctness of the position, levels, dimensions, alignment of all parts of the work and for the provisions of digital level, total station & all necessary instruments, appliances and labour in connection with this.
 - b) For the purpose of sitting out, one temporary / permanent bench mark shall be established by the Corporation near the site, the value of which shall be given to the contractor, by the Engineer-in-charge on demand by the contractor, Similarly the reference line in the form of centre line of junction wall and of some other components, if found by the Engineer-in-charge for complete sitting out of the structure shall be given. All the sitting out shall be with reference to this bench mark and reference line.
- c) If at any time during the progress of works the error shall appear or arise in the position, level, dimension or alignment of any part of the work, the contractor shall rectify such error to the satisfaction of Engineer-in-charge without any extra cost to the Corporation.
- d) The periodical checking of these by the Corporation staff shall not absolve the contractor of his responsibility regarding accuracy. In case of deviation, the contractor shall make good to the discrepancy at his own cost and without any compensation for the additional work involved. Wherever such discrepancies, if any, are found to arise between the works of different contractor at the junction of their works, the relative liability to set right their respective discrepancies shall be fixed by the Engineer-in-charge, whose decision shall be final and binding on the contractor concerned. The Engineer in-charge shall further have the unquestioned right to rectify the discrepancies and recover the costs from the contractor or contractor according to proportions as he may consider reasonable.
- e) It is the responsibility of contractor to preserve the benchmark and the reference points established for setting out.

42. EXCAVATED MATERIAL

All the material available from excavation will be the property of the corporation and shall be disposed off only as directed by the Engineer-in-charge. The materials of approved quality available from the excavation including that carried out by the corporation may be used by the contractor in the items of

works included in Schedule 'B' or for ancillary or preparatory work, free of cost. Prior approval of Engineer-in charge for

such use shall however, be taken, The contractor shall make proper arrangements for sorting out and stacking material of approved quality that he proposed to use as aforesaid. Corporation will be free to make use other materials not required or not likely to be required for use by the contractor as will be determined by the Engineer-in-charge.

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

43. SAFETY MEASURES

The contractor shall arrange for the safety in his operations as required including the provisions in the safety manual published by the Central Water and Power Commission, New Delhi (Jun. 1962 Ed.) In case the contractor fails to make such arrangements the Engineer-in-charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor. The following are some of the measures listed, but the same are not exhaustive and the contractor shall add to and suggest these precautions on his own where necessary and should comply with the directions issued by the Engineer-in-charge on this behalf from time to time and at all times.

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

Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in fine dust.

Taking such normal precaution like fencing and lighting to excavations for trenches, not allowing, nails or metal parts or useless timber spread around, marking danger area for blasting whistles etc.

Providing sufficient suitable and safe accesses to all work spots including ladders, gangways, platforms, etc. avoiding naked wires, etc such would electrocute the workers.

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

The contractor will notify the engineer of his intention to bring on the site any

equipment or any container, with liquid or gaseous fuel or other substance, which may create hazard. The engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used, during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction plant and to forbid its use, if in his opinion, it is unsafe. The Department shall entertain no claims due to such prohibition. Where it is necessary to provide and/or store petroleum products of petroleum mixtures and explosives the contractor shall be responsible for carrying out such provides and/or storage in according with the rule and regulations laid down in petroleum Act 1934 and further amendments of Explosive Act 1948 and petroleum and carbide of calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case any approvals are necessary from the Chief Inspector of Explosives or any statutory authorities the contractor shall be responsible for obtaining for the same. The Contractor's agent shall inspect the entire site including storage areas for fire hazards, if any, and furnish and maintain fully charged fire extinguishers of the appropriate type, supplemented with temporary fire hoses wherever an adequate water supply exists at the places where burning, welding or other operations that may cause a fire, are being performed.

Suitable guards shall be provided for protection of personnel on all exposed rotating and/or moving machine parts. All such guards with necessary spaces & accessories shall be designed for easy installation & removal for maintenance purposes.

(i) ELECTRICAL SAFETY REGULATIONS

a) In no circumstances will the contractor interfere with fuse and Electrical equipment belonging to the Department or other contractor. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or Department he shall satisfy the Engineer that the appliance is in good working condition & inform the Engineer of the maximum current rating, voltage and phases of the appliances.

b) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected. The Engineer will not grant permission to connect until he is satisfied that, The application is in good condition and is fitted with a suitable plug.

c) The appliance is fitted with a suitable cable having two earth conductors one of which shall be an earthen metal sheath surrounding the cores. No electric cable in use by the contractor/department will be disturbed without prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it. No work will be carried out on any live equipment.

The equipment must be made safe and a permit to work is issued by the Engineer before work is carried out.

The contractor shall employ the necessary number of qualified full time electricians to maintain his temporary electrical installation. The contractor shall comply with the provision of the Indian Electricity rules and Indian electricity acts in force in respect of electrical installations. The contractor shall at his own expense arrange for the safety in his operations as required including the provisions of the safety code published by the Central Water Commission, New Delhi (latest edition). In case the contractor fails to make such arrangements the Engineer shall be entitled to cause them to be provided and to recover the cost thereof from the contract. All connections made shall be got checked from authorized electrical inspector and certificate shall be obtained prior to the submission of bill.

Contractor shall ensure compliance with industrial safety provisions, fire prevention measures during the entire period of erection, testing and commissioning at site.

The contractor shall arrange for utmost safety in his operations. In case the contractor fails to make requisite arrangements the Engineer-in-charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor. The following are some of the measures listed,

but the same are not exhaustive and the contractor shall add to and suggest these precautions on his own where necessary and should comply with the directions issued by the Engineer-in-charge in this behalf from time to time and at all times.

Providing protective head guard, safety hand gloves to workers in the works like deep excavation, underground works etc. and as per IE rule to protect them.

Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in fine dust.

Taking such normal precaution like fencing and lighting to excavations or trenches, not allowing, nails or metal parts or useless timber spread around, marking danger area for blasting, whistles etc.

Providing sufficient suitable and safe accesses to all work spots including ladders, gangways, platforms, etc. avoiding naked wires, conducting parts, etc. such would electrocute the workers.

Taking necessary steps towards training the workers concerned on the use of equipment / machinery before they are allowed to handle them independently and taking all necessary precautions in and around areas where live part of machines and similar units are working.

The Contractor is responsible for the safety of all its activities on the Site.

44. MAINTENANCE DURING DEFECT LIABILITY PERIOD :

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

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

45. SUNDAYS AND HOLIDAYS :

No work shall be done on weekly local holidays or on other government holidays duly gazetted or on holidays observed by local usage without the prior consent of the Engineer-in-charge. With held of such sanction shall not form any grounds for compensation or extension or time limit.

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

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

46. BANK GUARANTEE :

Bank guarantee shall be given on the Stamp Paper of Rs. 100/- applicable valid original bank guarantees as prescribed under para No. 5.5 of Section-E of Conditions of Contract shall be sent directly by concern Bank through RPAD to Division office of Executive Engineer on address mentioned in para 5.5.12 of section - E. It will be the responsibility of the contractor to get validity of bank guarantee extended on the stamp paper of Rs. 100/- at least on month prior to expiry date from time to time, failing which the bank guarantees shall be encashed by the corporation well before expiry date of bank guarantees and cash accrued will be at the disposal of the corporation. The executive engineer is empowered to approach to the Bank for encashment and may take recourse to approach Reserve Bank of India's Vigilance Branch and 'Ombudsman' as found necessary.

47. HANDING OVER OF WORK

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

position.

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

~~HANDING OVER OF MECHNICAL WORK~~

~~After completion of Operation and Maintenance (O&M) Period successfully all Mechanical Components shall be handed over to Department with good & acceptable condition. Requisite routine maintenance (i.e. oiling, greasing, cardium compound, painting, liner, rollers, bearings, wire rope, motors, DG Set, hoist, Covers, Gantry etc.) shall be done properly by Contractor till satisfaction of Engineer in-charge before handing over. All the work and materials, before finally taken over by the Department will be the entire liability of the contractor for guarding, maintaining and making good any damages of the 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 of which copies will go to the all expenses in respect of oil, grease, cotton waste, etc. shall be borne by the Department, Crew for operating the equipment shall be provided by the Department. However, in case of any breakage damage, slips etc. Which may occur due to negligence of the contractor's labours, equipment or staff or any reason for which Department personnel are not responsible, the cost of such damages shall be recovered from the contractor. The decision regarding fixing of responsibility for any damage shall rest will the Engineer in-charge Mechanical and decision given by him, shall be binding on the contractor. Equipment shall be given on hire only when these can be spared. No Claim on account of sickness or non-availability of machinery shall entertained. In ease of damage to the equipment during haulage to site of work from Department stores or servicing yard, full cost of repairs shall be recovered from the contractor when damages is due to rough handling. The damage to the trucks/tippers due to bad haulage roads will also be recovered from the contractor. Decision of the Engineer in-charge Mechanical regarding cost of repairs and cause of damage shall be final and binding on the contractor.~~

~~A truck/tipper, tanker and any other equipment may be hired for a single day at a time and the minimum charges to be levied will be 8 (eight) hours plus mileage or for 8 (eight) hour; when mileage is not applicable.~~

~~Executive Engineer or his authorized representative and the contractor, It is however, understood that before taking over such work, Department will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned~~

~~elsewhere or as mutually agreed to.~~

48. INSTRUMENTATION

The instruments required to be installed as per CDO's guidelines, such instruments and their accessories shall be procured and installed by the contractor as per programme framed by the engineer-in-charge. Care should be taken by the contractor to protect these instruments as well as their connections during various construction operations. The contractor shall also extend all facilities for installation and observation of these instruments. All the operations required for facilitating the installation of the instruments shall stand included in the relevant items of tender. No claim, however shall be entertained due to any delay or obstruction that might be created due created due to installation or observation.

49. INSPECTION OF WORKS

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

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

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

50. OPENING OUT WORKS FOR INSPECTION

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

Engineer.

51. REMOVAL OF IMPERFECT WORK AND / OR PAYMENT AT REDUCED RATES:

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

52. JURISDICTION OF COURT OF DISPUTES

Disputes, if any, arising out of this contract shall be subject to the jurisdiction of the High Court of **Chhatrapati Sambhajnagar** .

53. GOODS AND SERVICE TAX : (AS PER CLAUSE 48 OF GENERAL CONDITIONS OF CONTRACT)

54. Tax Deduction at Source (TDS) shall be done as per extant rules. (As per Clause 48 of General Conditions of Contract)

55. MODE OF PAYMENT OF THE QUANTITIES OF EXCAVATION, MASONARY AND CONCRETE ITEMS EXCAVATED IN EXCESS OF 125% :

~~Clause No. 38 of B-1 tender form pertains to payment of quantities of different items of "schedule B" in excess of 125% of the tendered quantities. It is to be clarified that in the case of item of excavation in soft strata and hard strata, in the present tender, this clause will become applicable only if the total quantity of excavation (i.e. quantity given in "schedule B" of excavation in soft strata plus quantity given for excavation in hard strata) exceeds 125% during execution. For payment of quantity executed in excess of 125% of total quantity of excavation, following procedure will apply.~~

Case-1

~~Where quantity of excavation executed exceeds 125% of total of tendered quantity of items of excavation in soft strata and in hard strata, but quantity executed of any one of~~

the individual items is less than or equal to the tendered quantity for that item. All the excess quantity beyond 125% of the total tendered quantity in items of excavation in soft strata and hard strata, taken together, will be paid by revising the rate of only that item where excess has occurred.

Case-2

Where total quantity of excavation executed for both items (excavation in soft strata and in hard strata) exceeds 125% of the total tendered quantity of items of excavation quantity in excess of 125% of total tendered quantity will be distributed in Ratio of:

Executed quantity of individual item of excavation

Total executed quantity of items of excavation in soft strata and hard strata.

And will be paid by revising the rate of individual item as per clause 38(2), subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tender quantity.

In case of executed quantity is less than 75% of the total quantity of excavation in soft strata and hard strata, these will be treated on similar lines as in case (1) and (2) above.

Case-3

Where total quantity of all masonry items taken together exceeds 125% of the total tendered quantities of all masonry items quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of :

Executed quantity of individual item of masonry

Total executed quantity of all masonry items taken together.

And will be paid by revising the rate of individual item as per clause 38(2), subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tender quantity.

In case of executed quantity is less than 75% of the total quantity of all masonry item taken together, these will be treated on similar lines as in case (1) and (2) above.

Case-4

Where total quantity of all concrete items taken together exceeds 125% of the total tendered quantities of all concrete items quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of:

Executed quantity of individual item of Concrete

Total executed quantity of all Concrete items taken together

And will be paid by revising the rate of individual item as per clause 38(2), subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tender quantity.

In case of executed quantity is less than 75% of the total quantity of all concrete items taken together, these will be treated on similar lines as in case (1) and (2) above.

For payment of quantities in excess of 125% of tendered quantity for items other than excavation, masonry and concrete items provision will be as per clause 38.

56. EXCAVATION BY CONTROLLED BLASTING AND CHISELING:

The location where excavation by controlled blasting and chiseling is to be done as directed by Engineer in charge. At other location the excavation is to be done by ordinary blasting.

(A) Controlled blasting -

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

- (i) The roads having heavy traffic within 200 meter radius of work,
- (ii) The habitation and public buildings with 200 meter radius of work, (iii) The electric lines within 150 meter radius of work.

(B) Chiseling/ Excavation in hard rock by breaker

The rate of excavation by chiseling or by use of breaker is allowed at location where permanent and important structure is within 30 meter radius from work.

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

56.2. If the excavation by controlled blasting or chiseling or by use of breaker is required to be done at chainage and locations other than mentioned in approved zone. Then contractor shall write to the engineer- in-charge. The engineer-in-charge will inspect the site and if the work is within the prescribed zone of controlled blasting or chiseling he will submit the proposal for obtaining permission of higher authority.

In such case the contractor shall execute the item of excavation only after

approval of controlled blasting or chiseling or by use of breaker zone by Chief Engineer. Otherwise the quantity executed will be paid at the rate of ordinary blasting.

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

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

- (a) For proof of controlled blasting - Number of drills, their depth, charge loaded, other precautions taken and quantity executed.
- (b) For proof of chiseling - Method of chiseling, equipment and machinery used and their hours of working, quantity executed.
- (c) For proof of breaker – Equipment and machinery used and their hours of working, quantity executed.

57. SHIFTING OF ELECTRIC LINE:

In case shifting of electric line is necessary, Engineer-in-charge will initiate the proposals to concerned authorities. It will be the responsibility of contractor to make good for early clearance of the proposal so that there should not be any delay in completion of the work. Contractor should pay the required cost of shifting these lines to the concerned authorities. The same will be reimbursed to the contractor by corporation as per availability of funds.

58. DEFECTS LIABILITY PERIOD (DLP):

Defect Liability Period (DLP) mentioned in Memorandum of B1 Form will be effective after issue of Work Completion Certificate by Engineer-in-charge. During this DLP if any repair due to defects in construction found essential, the same will be carried out by the contractor at his own cost. The security deposit amount is only refundable after satisfactory completion of this defect liability period as decided by Engineer in charge.

59. INTERPRETATION OF CLAUSES.

If it is found that interpretation of any one or more clauses considered together are inter- opposite or vague, the decision of the engineer-in-

charge shall be final and binding to all.

60. NO CLAIM FOR DELAY IN PAYMENT :

- 1) Payment will be made to the contractor as per availability of funds with GMIDC. Contractor shall have to make himself well informed about the financial status of GMIDC and also about funds availability status for his work.
- 2) Contractor shall not claim any amount in view condition No. 1 above for any delay in payments, increase in period of contract, interest, price index increase etc. Measurements shall be recorded in the same month when works are carried out. Contractor shall not claim any price escalation based on basis of date of payment of the bill & Price index on the date of measurement shall only be applicable irrespective of date of payment.
- 3) In case of financial crisis of any other reasons GMIDC reserves the right to withdraw above works under contract Clause No.15.

61. LABOUR WELFARE CESS:

The amount of labour welfare cess at the rate of 1% of gross value of bill will be recovered from contractor through every Running/final bill as per directions given by the Govt. of Maharashtra vide Marathi Resolution No. 'Udhyog Urja va Kamgar vibhag shashan nirnay karmank B.C.A.2009/PRA.KRA.108 /Kamgar7A, Dinank-17 June 2010.

62. EXCESS QUANTITIES:-

Restrictions on execution of work under clause 38 of conditions of contract. Clause 38 of B-1 tender will be operated as per GOM. Marathi Circular No. Nivida / 0812 / (420 / 2012) Mo.Pra.-1, Mantralay, Mumbai-400032 Dinank-11/10/2012, 31/05/2019 & Govt. WRD GR No. Nivida 1213/ (735/13)/ Mopra-1/ Dt. 22/12/2017 and any further amendments there of.

~~Contractor can execute any excess quantity of tender item beyond 125% of the stipulated tender quantity only on the written permission of the Engineer in charge of the work as stated in clause 37/38 of B-1/B-2 tender.~~

~~Engineer in Charge cannot issue any written permission to contractor to execute such quantity beyond 125% of tender item except exceptional cases mentioned below:~~

- ~~1) Earthwork (excavation and backfilling) in COT of Earthen Dam,~~
- ~~2) Foundation excavation and concrete, Steel of Gravity Dams,~~
- ~~3) Cavern support system for Tunnels/ underground caverns,~~
- ~~4) Excavation & concrete, Steel for foundation of various structures on canals,~~

~~5) Excavation & Concrete, Steel for intake structures / wells for Head Regulator for Dams.~~

~~6) Bore holes, grouting work on Dam foundation and other Dam construction work. Any unapproved quantity will not be accepted for payment.~~

Whenever such above exceptional cases crop up and excess is inevitable, concerned project Executive Engineer will obtain joint technical inspection from a committee consisting of Project Superintending Engineer and one more Superintending Engineer under the region and obtain prior approval of concerned Chief Engineer Before issuing any such written permission to the contractor for executing excess over tender quantity beyond 125%. No work outside the scope of the work put to tender will be approved for such excess quantity for purpose of clause

37/38.

63. QUALITY CONTROL MEASURES -

63.1. (a) The adequate quality control measures will be exercised during the construction. The works will be inspected by the officials of State Quality Control Wing of W.R.D. The bidder or their in charge technical representative must remain present on the work site during inspection of State Quality Control Wing W.R.D.

~~(b) Contractor must follow the time to time instructions given by the third party Quality Control Agency and State Quality Control Wing & Mechanical Wing of W.R.D. for quality control the project.~~

(c) At the start of work contractor should obtain OK Card from Competent Authority of Quality Control Wing of WRD and thereafter also at the start of each season (i.e. after 30 September of each year) again contractor should obtain OK Card from Competent Authority of Quality Control Wing of WRD. Necessary requirements shall be complied by contractor till satisfaction of QC Wing & Engineer-in-charge or his representative. Responsibility of obtaining OK Card from QC Wing is solely lies with Contractor.

63.2. The in charge technical representative of the bidder must give prompt attention towards the observations made by Third party quality control agency and State Quality Control Wing of W.R.D, and Executive Engineer during their inspections from time Rectification/ corrections suggested shall be done immediately. If the contractor has not corrected a defect, to the satisfaction of the engineer, within the time specified in the engineers notice, the engineer -in -charge may

recover payment made in next bill due to contractor.

- 63.3.** The testing of materials and work shall be done at regular intervals. Though the agency is asked to equip itself with the required testing facility and carry out most of the tests in its field laboratory, 20% of the test as described in Quality control Manual will be got carried out in the quality control laboratory. The field testing charges for all materials for various items shall be borne by the contractor.
- 63.4.** The bidder must establish a field laboratory with minimum equipment's as specified in the contract data and at the location decided by the engineer-in-charge. The list of equipment for field testing laboratory to be set up is as per requirement of work. If contractor fails procure a set of testing equipment within 10 days from the date of issue of notice to proceed with the work, then engineer-in-charge shall procure the testing equipment's. Cost of equipment's shall be recovered from the payment due to the contractor, which shall not be more than Rs.3.00 lakhs. The frequency of test for various items of canal work shall be as per quality control manual.
- 63.5** If ever in future, State Quality Control wing of WRD, decides to charge fees for quality control tests, then payment should be done by the contractor which will be reimbursed to contractor after producing relevant documentary evidence.

64. CONCRETING FOR STRUCTURES

- 64.1) ~~Natural sand (manufactured by VSI type crusher) is considered for Concrete Items. Hence as per WRD CSR 2022-23 General Note 4.1 rate for Artificial sand has been considered as Rs. 1770.20 per cum. However if Natural river sand used by Contractor then applicable cost difference between Artificial & Natural sand as per WRD CSR 2022-23 General Note 4.1 will be deducted from relevant concrete items (excluding M-35 & M-45 Grade Concrete) and payment will be made to contractor with such reduced rate after approval from competent authority and it will be binding on Contractor.~~
- 64.2) Contractor shall not be allowed to use ordinary concrete mixer and volumetric batching of materials for concrete shall not be permitted
- 64.3) Contractor shall be permitted to hire ready mix concrete

plant for procuring concrete of required mix. Contractors have to take prior permission for use of RMC plant from Engineer- in charge and shall have to execute, triparty agreement between Engineer- in charge contractor & owner of RMC plant for Quality Control of RMC mix

64.4) Vibrator having 3000 RPM with 60/40/25 mm diameter needle as applicable shall be used.

65. CENTERING & FORMWORK

65.1 Suspended type centering by providing holes at the top of pier & abutment & inserting steel girder for support shall not be permitted.

65.2 Centering with steel trusses or telescopic props for supporting deck slab and steel plates of minimum 1.65 mm (16 gauge) thickness or high density plywood of suitable thickness conforming to IS:4990 for supporting deck slab shall be permitted.

65.3 Formwork for piers & abutment shall be provided with high density plywood of suitable thickness supported with steel angle/ plates for a height of 240mtr single lift of pier & abutment, this formwork shall be supported with proper support system for maintaining its vertically or required slope.

66. MIX DESIGN DESIGN:

66.1 Design for concreting work and formwork & centering systems with material being used for it, shall be got approved in advance from Engineer-in-charge.

66.2 Contractor shall produce required material in suitable batches in advance as per work programme and obtain realistic concrete mix design from state quality control laboratory.

66.3 Testing of materials shall be done from State Quality Control & Third party Quality Control agencies laboratory where facility for testing of particular material is not available at State Quality Control laboratory, testing shall be done at the laboratory recommended by engineer in charge.

66.4 Proportion of requisite sand shall be decided by the trials of mix design conducted in quality control labs of W.R.D. or MERI Nashik or NABL Pvt. Lab.

66.5 Sand to be used for inclined sand filter, horizontal sand mat etc. should strictly satisfy required filter criteria.

67 PAYMENT OF STAMP DUTY:

As per article 63 of the Bombay Stamp Act and amendment there to, the contractor will have to pay stamp duty on the value of accepted tender amount as per prevailing rate declared by the Govt. of Maharashtra from time to time before work order. The rates quoted by the contractor will be deemed to have considered all taxes, levied and duties etc. including stamp duty and no separate claim will be entertained on this account by the department. The stamp duty has to be paid on GRAS online through net banking or any other medium as per the direction of the Govt. in this regard.

68 BILLS AND PAYMENTS

1) One running account bill in a month is permitted. The bill shall be submitted by the contractor by 10th day of the month. Payment of this bill and all other bills under this contract shall be effected as stated in clause 10 of condition of contract under B-1 form non-submission of the bills on the scheduled dates will absolve the GOM of the liability to make payment.

2) The contractor shall have to submit his running bills in the bill format given by GOM in five copies to the concerned deputy engineer in standard proforma only. For payment of GST the challan of paid GST & tax invoice of GST may be attached to each bill. (For GST Ref Circular dt. 13/11/2018 and its subsequent amendments will be applicable).

69 NO CUTTING OF TREES FOR THE PURPOSE OF FUEL IS PERMITTED

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

70. EMPLOYER'S RISKS

Employer's risk shall be for the events stated in condition 75.

71. CONTRACTOR'S RISKS

Except as provided in condition 73, the contractor shall be responsible for all risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of its performance of the contract.

72. FORCE MAJEURE.

1. Definition of Force Majeure

In this condition, "force majeure" means an event beyond the control of the Employer

and the Contractor, which makes it impossible or illegal for a party to perform, including but not limited to:

- (a) Act of God
- (b) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- (c) Rebellion, revolution, insurrection, or military usurped power, or civil war;
- (d) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (e) Riot, Pandemics, commotion or disorder, unless solely restricted to employees of the contractor or of his subcontractors.

2. Effect of Force Majeure Event

Neither the employer nor the contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a force majeure event.

3. Contractor's Responsibility

Upon occurrence of an event considered by the contractor to constitute force majeure and which may affect performance of his obligations, he shall promptly notify the engineer and engineer-in-Charge, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The contractor shall also notify the engineer and engineer-in-Charge of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals without the consent of the engineer and engineer-in-Charge.

4. Employer's Responsibility

Upon occurrence of an event considered by the employer to constitute force majeure and which may affect performance of his obligations, he shall promptly notify the contractor and the employer's representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable.

The employer shall also notify the employer's representative and the contractor of any proposals, with the objectives of completing the Works and mitigating any increased costs to the employer and the contractor.

5. Payment to Contractor

If, in consequence of force majeure, the Works shall suffer loss or damage, the Contractor shall be entitled to have included, in an Interim payment certificate, the cost of work executed in accordance with the contract, prior to the event of force

majeure. If the contractor incurs additional cost in complying with Sub- condition, such cost shall be determined by the engineer-in-charge.

6. Optional Termination, Payment and Release

Irrespective of any extension to time, if a force majeure event occurs and its effect continues for a period of 180 days, either the employer or the contractor may give to the other a notice of termination, which shall take effect 30 days after the giving of the notice. If, at the end of the 30 day period, the effect of the force majeure continues, the contract shall terminate. If the contract is terminated the engineer-in-charge shall determine the value of the work done and:

- (a) The amount payable for any work carried out shall be regulated with reference to the stage of work in consistent with the stage of payment against the lump sum price stated in the contract;
- (b) the cost of materials ordered for the works which have been delivered to the site: such materials shall become the property of (and be at the risk of) the employer when paid for by the employer, and the contractor shall place the same at the employer's disposal;
- (c) any other cost or liability which in the circumstances was reasonably incurred by the contractor in the expectation of completing the Works;
- (d) the reasonable cost of removal of temporary works; and
- (e) the reasonable cost of repatriation of the contractor's staff and
- (f) labour employed wholly in connection with the works at the date of such termination;
- (g) Interim payment certificate is issued to the work is done.

7. Releases from Performance under the Law

If under the law of the contract the employer and the contractor are released from further performance, the sum payable by the employer to the contractor shall be the same as would have been payable under sub-condition if the contract had been terminated under that sub-condition.

73. FORE CLOSURE OF WORKS BY THE GOVERNMENT

If at any time after the execution of the contract documents the engineer-in- charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. in any such case

except as provided hereunder the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, design and instructions which may involve any curtailment of the work as originally completed. Where, however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice the contractor shall be paid for such materials at the rates determined by the engineer-in-charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss if any, that if he may put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period of stoppage of work ordered under this condition, the contractor shall, on application be entitled to the such compensation on account of labour charges as the engineer-in-charge whose decision shall be final may consider reasonable, provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the engineer-in-charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

74. SUFFICIENCY OF BID

1. The Contractor shall be deemed to have visited and carefully examined the Project Site and it's surrounding to have satisfied himself to the nature and conditions of the means of transport and communications, whether by land or air, as available at Present and as to possible interruptions thereto including the access and regress conditions for the Site. The Contractor is also deemed to have made enquiries, examined and satisfied himself as to the sites source for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials and accommodation for depots, colonies, workshops and other infrastructure facilities as may be necessary for executing and completing the Works, as also the sub-soil water and variations thereof, storms, Prevailing winds, climatic conditions and all other similar matters affecting the works including law and order.

2. Any neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matter affecting

the Contract shall not relieve him from any risks or liabilities or the entire responsibility for the completion of the Works in accordance with the Contract.

3. No verbal agreement or inference from conversation with any officer or employee of the Employer either before or after the signing of the Contract shall in any way affect or modify any of the terms or obligations herein contained. The Contractor shall also be deemed to have inspected and examined the Site and to have satisfied himself, before submitting his Bid, as to the form and nature thereof including the sub-surface conditions and other local conditions, the hydrological, geological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the land for accommodation etc. he may require and, in general, shall be deemed to have obtained all necessary information, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

75. DIVERSION OF STREAMS / NALLAH / DRAINS

The contractor shall at all-time carry out construction of cross drainage works in a manner creating least interference to the natural flow of water while consistent with the satisfactory execution of work. A temporary diversion and training shall be formed by the contractor at his cost where necessary. No extra payment shall be made for this work.

No separate payment for bailing out sub-soils, water drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The bid price to be quoted by the contractor is for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the contractor himself at his expense.

The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the engineer-in-charge. the proposal should be technically viable and approval shall be obtained for execution.

The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.

All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or an additional payment is admissible.

Coffer Dams.

Necessary coffer dams and ring bunds have to be constructed as per the provision made in relevant items of Schedule B and same should be removed after the completion of the work.

76. ELECTRICITY, POWER, FUEL AND WATER

The contractor shall be fully responsible to arrange such electricity, power, water and fuel as may be necessary to complete the works and fulfill his obligation under the contract. The prices quoted by the contractor shall include the cost of all electricity, power, water and fuel as may be required including electricity charges required for trial run and testing of entire system.

The Contractor will have to lay and maintain the distribution lines and wiring for the works at his cost by observing all requirements of the Indian Electricity Act, 1910, 1948 and Indian Electricity Rules, 1956 and rules in existence from time to time. The layouts and methods of laying the line and wiring shall have the prior approval of Engineer-in-Charge.

The nature of the connected load shall have the prior approval of the Engineer-in-Charge.

The Contractor shall be and remain answerable and liable for any loss or damage or injury to any person or any property of the Department or of others caused by or arising from the failure of observance of Indian Electricity Act, 1910, 1948 and Indian Electricity Rules, 1956 and rules in existence from time to time. The Contractor shall not claim anything extra either due to non-availability of supply or due to interruptions in supply of electric power.

Necessary treatment to water for making it potable and safe for drinking by his staff, Labours and other dependents on Contractors shall have to be done by the Contractor. Disinfection of all drinking water by chlorination will be obligatory.

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

77. TEMPORARY DIVERSIONS FOR ROADS

The contractor shall at all-time carryout work on the road in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing road, the contractor shall in accordance with the due consent of concerned authority like Railway, National Highway, State PWD etc. and directions of the Engineer-in-charge provide and maintain during the execution of the work a passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the road.

If in the opinion of the Engineer-in-Charge, it is not possible to pass the traffic on part width of the carriage-way for any reason, a temporary diversion close to

the road shall be constructed as directed. It shall be paved with the materials such as hard murum, gravel and stone, metal, asphalt etc. to the specified thickness as specified by concerned authority and as directed by the Engineer-in-Charge. In all cases, the alignment, gradients and surface type of the diversion including its junctions, shall be approved by the Engineer-in-charge before the road is closed to traffic. No separate payment will be made for this purpose.

The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, markings, flags lights and information and of traffic approaching or passing through the section of the road under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the road shall be drawn up in consultation with the Engineer-in-charge and concerned authorities. No separate payment will be made for this purpose.

The barricades erected on either side of the carriage way portion of the carriage way closed to traffic, shall be of strong design to resist violation and painted with alternative black and white stripe. Red lanterns or warnings lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise. No separate payment will be made for this purpose.

78. RAMPS

Additional Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.

79. MONSOON DAMAGES:

The work executed shall be good by the contractor till the work is handed over to the Department. The responsibility of de-silting and making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, has to take all necessary precautions to protect the work done during the construction and defect liability period.

80. APPROACH ROADS AND ROADS IN WORK AREA:

- 1 . Existing public roads and roads constructed by government, if any, in work area shall be maintained by contractor at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the engineer- in-charge.
- 2 It is possible that work at, or in the vicinity of the work site will be performed by the government or by other contractors engaged in work for the government during

the contract period. The contractor shall without charge permit the government and such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.

- 3 The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor's heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.
- 4 The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.
- 5 In future for proper connectivity to barrage site, permanent approach road will be constructed by publishing separate tender after finalisation of alignment etc.

81. TOOLS AND PLANT FOR ERECTION, TESTING ETC.

The contractor shall provide all types of tools, lifting, tackles, erect appliances or any machine that may be required for installation of complete equipment under this contract. The equipment required handling and erection work such as mobile crane, compressors, etc available with the Department at the site of work will be made available to the contractor on hire basis. The hire charges shall be charged at prevailing rates as per rules of the Department.

The contractor shall execute the agreement bond as prescribed by Department and shall agree to the specific rates of hire and super vision charges in force on the day of transaction in writing before the total machinery out of Departments yard.

The contractor shall pay irrevocable bank guarantee for value equal 25% of the cost of similar new machinery for a period equal to period of hire plus three months.

The machinery shall be entirely in the custody of the Department. It shall be issued to the contractor and at the yard where it is stationed. The machinery will not be allowed to leave the work area on any account. All machinery so hired will be entirely operated and maintained by the Department in consideration of the hire charges be paid by the contractor.

If any equipment is to be used in excess of 8 (eight) hours per day permission of the Engineer-in-charge Mechanical shall be obtained in advance. Reckoning of working hours will start from the time the machinery leaves Department yard, where it has to return daily, and in order cases when the machinery actually starts working. Closing time will be when it returns to the Department yard or actually ceases working for the day, respectively. Logbooks shall be maintained by the Engineer

(Mechanical) or his authorized representative for each piece of equipment in the form laid down by the Engineer (Mechanical). The contractor or his duly authorized agent shall verify and sign in the logbook or on the machinery duty slip in lieu thereof, daily. If the contractor representative fails to sign the logbook, the entries made by the Departments representative shall be binding on the contractor. Any complaint or representation regarding the recorded working hours must be submitted in writing within 24 hours (twenty four hours) of the close of the shift. The Engineer (Mechanical)s decision regarding such disputes pertaining to working hours shall be final and binding on the contractor. Complaints or representations made after lapse of 24 hours (twenty four hours) limit shall not be considered. The logbooks shall form the basis of raising debits against the contractor.

Machinery shall not be hired for less than day time and minimum charges for hire will be that for four hours per day.

82. Contractor shall submit a certificate to the effect that

"All the payments to the labour / staff are made in bank account of staff linked to Unique identification Number (AADHAR CARD)."

The certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract.

83. PLANNING OF WORK :

The contractor shall have to study the situation of site, scope of work and availability of working days considering perennial flow of the river / canal and do the planning of work stipulated in tender. So as to complete in stipulated period and quote his offer accordingly. In any case, no compensation for preparation of site, dewatering, idleness of labour / machinery / manpower etc. will be paid to the contractor.

84. SUBLETING OF WORK:

The contractor shall have to make all arrangements to carry out the work stipulated in the scope of this tender at his own resources. In no case, they shall not be sublet any or part of the work to other contractor.

85. DISPOSAL OF EXCAVATED MATERIAL.

The contractor shall have to dispose the unsuitable/ unused material as per direction of Engineer-In-Charge and no claim will be entertained regarding extra lead required for disposal or any other issues.

The contractor shall have to dispose the unsuitable /unused material near to the site in Govt. acquired land and as per directions of Engineer-In-Charge. The material should be neatly stacked in disposal area so as to utilize it for another works or Water Resources Department can make auction of the material so as to earn revenue. Necessary lead charges have already been considered in rate analysis for disposal of material. The contractor shall have to assess exact lead for disposal of the material and quote his offer accordingly. No claim will be entertained on account of extra lead for disposal of material & acquisition of any private land for disposal by contractor or in private land as finalized by contractor at his own cost.

86. PROCEDUR FOR EXECUTION AND PAYMENTS OF BILLS :

This tender comprising of civil work. The bills for B1 tender, are to be submitted to the office of Engineer-in charge through concerned sub division and payment will be made to contractor as per availability of fund from GMIDC.

MEASUREMENTS AND PAYMENTS

1. The Contractor is entitled for interim payment under various sections of the work in accordance with General Conditions of Contract and Schedule B. Measurement / verification of various items, under various sections of the works, shall be made the Engineer-in-Charge's or his Subordinate Staff and the Contractor or his authorized Representative for verifying the claims of the Contractor's interim payment/running bills.

2. All items having a financial value shall be measured in the manner as Prescribed in specification by the contractor and verified by the Engineer-in-Charge so that a complete record is maintained of all work performed under the Contract.

3. Measurement shall be signed and dated by both parties on the Site. If there is any dispute in any of the measurements a note to the effect shall be made in the measurement record against the disputed items and such note shall be signed and dated by both parties engaged in taking the measurements and the Parties shall discuss and resolve the same in accordance with relevant clauses of the contract. In this dispute decision of the Engineer in charge binding on both parties.

87. COMPENSATION FOR DELAY BY DEPARTMENT IN APPROVAL OF DESIGN DRAWING :

The contractor shall not be entitled to claim any compensation from department for the loss suffered by him on account of delay by department in approval of design drawing, approval to foundation approval etc.

88. LAND ACQUISITION & CROP COMPENSATION:

The temporary possession of land for execution of work, shall be the

responsibility of contractor. Contractor should obtain relevant permission from revenue authorities. The land so taken in possession should restore to its original position to the satisfaction of the farmers and Engineer-in-charge. No delay on this account will be entertained. Execution of work shall be done generally after crop harvesting.

As this work is to be carried out in agriculture land, trees / crops compensation may be liable to pay to land holder. This special condition states that tenderer should take initiative for alignment clearance for any obstructions like crops, trees and any permanent or temporary structures like house, animal / cattle shelters, farm ponds, wells, private pipe line crossings etc. Contractor shall have to prepare all required documents and to approach various Departments of state Govt. or local authorities to obtain valuation proposals of compensation and correspondence. Crop compensation for temporary possession of land, will be paid by department or reimbursed to the contractor if paid by the contractor as per the valuation done by the Agriculture officer or Tahasildar or competent authority. Crop compensation other than above (material stacking, dumping excavated material, other connecting roads etc.) will not be borne by department.

89. DOCUMENTS ON SITE :

The Contractor shall keep on the Site one complete set of the documents forming the Contract, the Construction Documents, and other communications given or issued. The Employer, the Employer's and Engineer's Representative and assistants shall have the right to use such documents at all reasonable times.

The Construction Documents shall be in the custody and care of the Contractor. The Contractor shall provide eight copies of the construction document for the use of the Employer's Representative and assistants.

90. ENGINEER IN CHARGE DECISION:

Except where otherwise specifically stated, the Engineer-in-Charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.

91. SITE OFFICE FOR ENGINEER REPRESENTATIVES AND OTHER SUPERVISORY STAFF:

The contractor shall provide site office facilities and related necessary facility for the Engineer-in-charge and Supervisory Staff including Employer's Representative.

The Contractor shall provide such charts and drawings as deemed appropriate to contract and index map, vicinity map, L-sections, drawings for the structures, important levels and BMs and facilities provided under the Contract. Such charts and drawings shall be mounted on a panel, protected with a glass cover, and affixed on to the wall(s)

of the site office.

92. CONSTRUCTION OF TEMPORARY APPROACH ROADS.

The contractor shall have to prepare temporary approach road to facilitate the excavation at site by using excavated material or by any other means. The temporary approach roads shall be used for laying and jointing of pipe line and back fitting purpose. The temporary approach roads shall be removed after completion of work and land shall be stored in original conditions as it was earlier to excavation.

The cost of preparation of temporary approach roads has been already considered in schedule B and No claim for payment of preparation of temporary approach road will be entertained in any case also no quantities for excavation of embankment will be paid to the contractor.

93. RECLAMATION OF LAND

The temporary possession of land for execution of work and carrying out work in a systematic manner shall be the responsibility of the contractor. The material excavated from trench excavated shall be stacked neatly along the trench. The land temporary used for excavation of trench, stacking of material shall be restored in original condition as it was prior to excavation to the satisfaction of concerned farmers / land holders. The contractor shall provide a layer of 300 mm thick of appropriate soil procured from borrow area over an area used for excavation of trench, stacking of material, temporary approach roads for laying of pipes etc. in view of reclamation of land to the original position prior to commencement of work. The excess material available from excavation of trenches, materials of temporary approach roads, shall be disposed off as directed by Engineer in charge.

The cost of reclamation of land and disposal of excess materials along with necessary lead charges has already been considered, hence no separate payment shall made for reclamation of land and disposal of excess material. No claim shall be entertained on amount of reclamation of land and disposal of excess material.

94. JOINT AND SEVERAL LIABILITY OF JOINT VENTURE PARTNER

If the Contractor is a joint venture (or consortium) of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfilment of the terms of the Contract. Such persons shall designate one of them to act as leader with authority to bind the joint venture (or consortium) and each of its members. The composition or the constitution of the joint venture (or consortium) shall not be altered.

95. TERMINATION BY DEPARTMENT

1. The Engineer-in-Charge may terminate the Contract if the Contractor causes a breach of the Contract.
2. Breaches of Contract include, but are not limited to:
 - a. The Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer-in-Charge;
 - b. The Contractor becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any applicable law) has a similar effect to any of these acts or events,
 - c. The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer- in-Charge; and
 - d. Abandons or repudiates the Contract.
 - e. 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.
 - f. If the contractor, in the judgment of the Department has engaged in fraudulent practices in competing for or in the executing the contract.
 - g. Assigns the contract or subcontracts the works without the required consent, then the employer may, after having given 15 days" notice to the contractor, terminate the contract and expel him from the site. The contractor shall then deliver all construction documents, and other design documents made by or for him, to the engineer-in- charge. The contractor shall not be released from any of his obligations or liabilities under the contract. The rights and authorities conferred on the employer and the engineer-in-charge by the contract shall not be affected.
3. The employer may upon such termination complete the works by any other persons or by any other contractor. The employer or such other contractor may use for such completion so much of the construction documents, other design documents made by or on behalf of the contractor, contractor's equipment, temporary works, plant and materials as he or they may think proper. Upon completion of the works or at such earlier date as the engineer-in-charge thinks appropriate, the engineer-in-charge shall give notice to the contractor to remove or arrange removal of the temporary works or any plant or machinery from such place without delay and at his cost.
4. The Engineer-in-Charge may rescind the contract (of which rescission notice in writing to the contractor under the hand the Engineer-in-Charge shall be conclusive

evidence) and in which case the security deposit including initial security deposit (performance security) of the contractor shall stand forfeited and be absolutely at the disposal of Government.

5. If the Contract is terminated the Contractor is to stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
6. The Engineer in charges Representative shall, as soon as possible after termination, determine and advise the Contractor of the value of the Construction Documents and Works and all sums then due to the Contractor as at the date of termination.
7. After termination, the Engineer in charge shall not be liable to make any further payments to the Contractor until the cost of design, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Corporation & Government, have been established.
8. After termination, the Contractor shall:
 - a. Cease all further work, except for such work as may be necessary and instructed by the Engineer in charges Representative for the purpose of making safe or protecting those parts of the Works already executed, and any work required to leave the Site in a clean and safe condition,
 - b. Hand over all Construction Documents
 - c. Hand over those other parts of the Works executed by the Contractor up to the date of termination, and
 - d. Remove all his staff and labour from the Site.

96. VARIOUS PROPOSALS & APPROVALS FROM OTHER DEPARTMENT:-

Contractor shall prepare necessary proposals seeking permission for all proposals like Forest, PTCC, railway, roadways (NH/SH/MDR/ODR/VR), Electrical Inspector, P&T Department and pipeline crossings (Gas/Water/Chemical) etc. required during execution of work and getting it sanctioned from concerned authorities in stipulated time. There shall be no separate time or any extension regarding the same shall be given to contractor. Required all cost towards fees to concern department if any, will be borne by Water Resources Department.

97. ~~SUPPLY OF GATES / HOISTS AND HYDRO-MECHANICAL COMPONENTS AND MACHINERY~~

~~1. Supply at Site of Gates / Hoists and connected Hydro Mechanical components and Machinery, embedded parts and Spares etc., shall be made available two months in advance of the scheduled dates of Installation/erection matching with the progress and availability of Civil Works to take care of any eventualities of hold ups/delays during transit.~~

~~2. If for any reason, any parts of the Works of the Project are delayed, then the total programme may be re-scheduled by mutual agreement between~~

~~the Engineer in Charge and the Contractor, if necessary, keeping the overall completion schedule of the project unaltered. No extra cost whatsoever, on account of such re-scheduling shall be payable to the contractor.~~

98. INSPECTION, TESTS AND QUALITY CONTROL

The Contractor shall be required to carry out all tests in accordance with relevant Clauses of the Conditions of contracts and the Technical Specifications. Employer's authorized Representative shall have at all reasonable times access to the site and shall have the power to inspect and examine the materials and workmanship of the works during execution.

1. Employer's authorized Representative and/or an outside inspection agency acting on behalf of the Employer shall have access to the site and shall have the power to inspect and examine all works, the materials and workmanship of the project works, during execution. The Contractor shall provide necessary labours tools, scaffolding or any other assistance as desired by the Employer's authorized Representative without any extra payment.

i .Where the field quality assurance plan provided for witnessing tests /inspection on behalf of the Engineer-In-charge, the Contractor shall give the Engineer-in-Charge adequate written notice of any inspections/tests.

ii. Where the Engineer-In-charge or his Representative attends the tests as provided in clause

iii . Above, and has any objection to any works or workmanship which in his opinion is not in accordance with the Contract he shall advise the Contractor of his objection during tests/inspections. The Contractor shall give due consideration to such objections and shall make modifications that may be necessary to meet the said objective.

2. The inspection/tests by Engineer-In-charge / Engineer's Representative/Agency and/or his countersigning inspection/test certificate(s) thereon shall in no way limit the liabilities and responsibilities, of the Contractor as stipulated in the Contract.

3. The Contractor shall maintain and record all measurements and test results and submit the same to the Employer after completion of such inspection/tests.

~~4. The Third Party Inspection for Mechanical Components of Barrage is mandatory. Third Party Inspection will be done by Superintending Engineer, Mechanical Circle, Nanded as per the progress of work. The Payment of Third Party Inspection if any will have to be borne by the Bidder.~~

~~In addition to Third Party Inspection, The Quality Control and Quality assurance work~~

will be done by the Superintending Engineer, Quality Control Circle, Chhatrapati Sambhajinagar. The quality control of work shall be done as per approved Quality Control Manuals and as directed by Engineer-in-Charge.

99. MODERN TECHNOLOGY

The Contractor should adopt the latest/ modern methodologies and State of Art Techniques in the investigation, design etc. And also construction, measuring devices, operation and Maintenance, monitoring mechanism using computers in an economical manner.

100 TEST INSPECTION & REJECTION OF DEFECTIVE MATERIALS & WORKS

The contractor shall without extra cost provide samples and cooperate in the testing of materials and inspection of work. The Engineer shall have access at all times to the places where the components are being manufactured for use under the contract to determine that manufacturer is proceeding in accordance with drawings and specifications and the Engineer shall also have access at all times to the places of storage. Further, contractor shall not, without the written authorization, permit entry on site of the work of any person except authorized representative of the Department or the Engineer or the contractors staff and labour directly engaged on and in connection with the work. Minimum two representatives of the Engineer shall witness the tests and inspections of following times at contractor's manufacturers works or sub-works. The contractor will bear the cost of travel, including Lodging and boarding of the inspectors. The travel shall be by the Air, 1st Class Railway or luxury car. The Department reserves the right to appoint and deploy the services of the outside agency like M/s. Lloyds and M/s. Engineers India Ltd. Or any other reputed agency in association with the Department for said purpose, however charges for the services of the outside agency will be borne by the Department. The acceptable of test shall be entirely with Engineer or his authorized representative.

(A) The contractor shall furnish the test report of manufacturer factory' inspector certifying that the equipment is manufactured as per specifications of the tender.

(B) Contractor can not be relieved from the responsibility even if the drawing and quality arc approved by the Engineer-in-charge for the purpose of guarantee and quality of equipment/work.

101 REGISTRATION AND STATUTORY INSPECTION

All registration and statutory inspection fees, if any in respect of his work pursuant to this contract shall be to the account of the contractor. However, any registration, inspection fees, lawfully payable under the provision of any statutory laws and its

amendments from time to time during erection in respect of the plant and equipment ultimately to be owned by the department. Shall be borne by the Department. Should any such inspection or registration need to be re-arranged due to the fault of the contractor or his subcontractor, the additional fees for such inspection and/or registration shall be born by the contractor.

102 STANDARD OF ACCEPTANCE OF BENCH TESTS

Acceptance of bench test to be conducted at manufacturing works shall be as mentioned in Volume II. The acceptance of performance test for verification of guarantee of head and discharge shall be governed by para 9.4 of IS. 10981 of 1983, similarly the acceptance of test for verification of guaranteed efficiency should be governed by para no. 9.4.2 of IS 10981 of IS. 1983 i.e. combined efficiency of the pump/motor at the point of intersection shall be at least 0.975 of that guaranteed. If during the test it is found that the pump sets do not meet the required guaranteed performance, the pump sets will be out rightly rejected. The same pump sets may be accepted only after making necessary modifications, alterations and re-testing to meet the guaranteed performance of that guaranteed.

103 STANDARD OF ACCEPTANCE OF FIELD TESTS

Acceptance of field-tests to be conducted at the work site as as mentioned in Volume II.

The acceptance of performance test for verification of guarantee of head and discharge shall be governed by para 9.4 of IS. 9137, 1978, similarly the acceptance of test of guaranteed efficiency shall be governed by para 9.42 of IS. 9137, 1978 (i.e. the combined motor pump unit efficiency at the point of intersection shall be at least 95.5% of specified) If during the test it is found that the pumps set does not meet the required guaranteed performance, the pump set will be dismantled, transported to manufacture work for modification, alteration, etc. and re-transported to site re- assembled, re-installed and re-commissioned to the satisfaction of the Engineer by the contractor at his cost.

104 TRANSPORTATION

1. The contractor, wherever applicable, shall after proper painting pack and crate all equipment in such a manner as to protect them from damage and deterioration in transit by road or rail and during storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing. While packing all the materials, the limitations from the point of view of availability of railway wagons size and other modes of transport should be taken into account. The packing

and protection should be in conformity with requirement of insurance companies and Transport Agencies.

2. The contractor should prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall be responsible for making all necessary arrangements for loading, unloading and other handling, right from his works to the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment's.

3. The demurrage, warfare and oilier expenses incurred due to delayed clearance of the material or any other reason shall be borne by the contractor.

4. Delivery of goods shall be made by the contractor in accordance with the work program to suit the completion period for the work. The equipment shall not be dispatched until dispatch instructions are given by the engineer in charge.

105 PROTECTION TO PLANT

All coated surfaces shall be protected against abrasions, impact, discoloration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves and piping and conduits, equipment connections shall be properly sealed with suitable devices to protect them damage. The parts, which are likely to get rusted due to exposure to weather, should also be properly treated and protected in a suitable manner.

106 PRESERVATIVE SHOP COATING

1. All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coating. All surfaces which will not be easily accessible after the shop assembly, shall before hand treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale, oxide and other coating and prepared in the shop. The surfaces those arc to be finish painted after installation or require corrosion protection until installation shall be shop painted with at least two coats a of primer. Transformers and other electrical equipment's, if included shall be shop finished with one or more coats of primer and two coats of high grade resistance enamel. The finished colour shall be as per manufacturer standards to be selected and specified by the Engineer.

2. Shop primer for all steel surfaces shall be selected, after obtaining specific approval of the Engineer regarding the quality of primer proposed to be applied.

3. All other steel surfaces, which are not to be painted, shall be coated with suitable rust preventive compound subject to the approval of the Engineer.

107 MATERIALS HANDLING AND STORAGE.

1. All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.
2. Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damage, shortage, and discrepancy, etc., for the purpose of Engineers information only. The contractor shall submit to be Engineer every week, a report detailing all the receipt during the week. However, the contractor shall be solely responsible for any shortage or damage in transit, handling and or in storage and erection of the equipment at the site.
3. The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer.
4. All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be promptly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
5. All electrical panels, control gears, motors and heating properly dry such other devices before they are installed and energized. Motor bearings, slip rings commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions, shall be periodically rotated to prevent corrosion due to prolonged storage.
6. All the electrical equipment, such as motors, generators etc., shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the contractor. Such records shall be open for inspection by the Engineer.
7. The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
8. All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering wherever applicable.
9. The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally all the electrical equipment, such as motors, control gears, generators, exciters and consumable like electrodes, lubricants etc., shall be stored in the closed storage space. The Engineer, in addition, may direct the contractor to move certain other materials,

which in his opinion will require indoor storage, to indoor storage areas, which the contractor shall strictly comply with.

108 CONTRACTORS MATERIAL BROUGHT ON THE SITE :

1. The contractor shall bring to site all equipment, components, parts materials including construction equipment, tools and tackle for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Engineer, but may not on any account be removed or taken away by the contractor or his sub- contractors without the written permission of the Engineer. The contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

2. The Department has a lien on such goods for any sum or sums, which may at any time, be due or owing, to Department by the contractor under in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention do to so, the Engineer shall be at liberty to sell and dispose off any such goods in such a manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

3. After the completion of the work, the contractor shall remove from the site under the direction of the Engineer the materials such as construction equipment, erection tools and tackle, scaffolding, etc., with the written permission of the Engineer. If the contractor fails to remove such materials, within (15) fifteen days of issue of a notice by the Engineer to do so, then the Engineer shall have the liberty to dispose off such materials and credit the proceeds thereof to the account of the contractor.

109 NOISE AND VIBRATION

The equipment supplied and erected by the tenderer will comply with the best design and erection practice and its working shall be within permissible noise and vibration levels. The vibration shall not exceed the limits specified in the relevant standard of American Hydraulic Institution of BS, (British Standards). The noise level of the equipment's i.e. Pumps/ Motors, shall not exceed 80 dB for shop test and 85 for site test when measured at a distance of 1.8m from the outer periphery of the equipment's.

110 EQUIPMENT BASES

A cast iron or welded steel base plate shall be provided for all rotating equipment, which is to be installed on a concrete base unless otherwise agreed to by the Engineer. Each base plate shall support the unit and its drive assembly and shall be of a neat design with pedestal anchoring unit.

111 CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS

The documents issued by the Employer or the Employer's Representative to the Contractor shall (as between the parties) remain the property of the Employer. The Contractor may, at his cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the Employer's consent, be used, copied or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

112 JOINT AND SEVERAL LIABILITY OF JOINT VENTURE PARTNER

If the Contractor is a joint venture (or consortium) of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the terms of the Contract. Such persons shall designate one of them to act as leader with authority to bind the joint venture (or consortium) and each of its members. The composition or the constitution of the joint venture (or consortium) shall not be altered.

113 ENGINEER IN CHARGE'S REPRESENTATIVE'S INSTRUCTIONS

Unless it is legally or physically impossible, the Contractor shall comply with instructions given by the Engineer in Charge's Representative in accordance with the Contract.

114 GENERAL OBLIGATIONS OF THE CONTRACTOR

1 The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Contract, Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of the Works.

2 The Contractor shall execute and complete the Works, providing Construction Documents, within the Time for Completion, and shall remedy any defects within the Contract and Defect Liability Period. The Contractor shall provide all superintendence, labour, Materials, Contractor's Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such, execution, completion and remedying of defects.

3 The Contractor shall satisfy himself regarding the design criteria and Parameters. The Contractor shall bring to notice of the Employer's Representative of any error, fault or other defect in the design criteria and Parameter.

4 The Contractor shall carry out, and be responsible for, the Works.

5 The Contractor shall take full responsibility for the adequacy, stability and

safety of all Site operations, of all methods of construction and of all the Works, irrespective of any approval or consent by the Employer's Representative.

115 CONSTRUCTION DOCUMENTS

1 Construction Documents means all designs, drawings, calculations, methodology and any other related data provided by the Contractor to the Engineer's Representative under the Contract including all samples, patterns, models, operation and maintenance manuals and other Technical information of alike nature submitted by the Contractor and approved by the Engineer's Representative. However such approval will not relieve the Contractor of any of his obligations, responsibilities under the Contract.

The Contractor shall Prepare Construction Documents in sufficient detail to satisfy all regulatory approvals, to provide suppliers and construction personnel sufficient instruction to execute the Works, and to describe the operation of the completed Works. The Employer's Representative shall have the right to review and inspect the Construction Documents.

2 Each of the Construction Documents shall be submitted to the Employer's Representative for review. If the Employer's Representative, notifies the Contractor that such Construction Document fails (to the extent stated) to comply with the Employer's Requirements, it shall be rectified, resubmitted and reviewed in accordance with this Sub-condition, at the Contractor's cost.

3 For each part of the Works, and except to the extent that the prior consent of the Employer's Representative shall have been obtained:

a . Construction shall not commence prior to the approval of Construction Document which are relevant to the design and construction of such part;

b . Construction shall be in accordance with such Construction Documents;
and

c. If the contractor wishes to modify any design or document which has previously been submitted, the contractor shall immediately notify the Employer's Representative, and shall subsequently submit revised documents to the Employer's Representative for approval.

If the Employer's Representative instructs that further Construction Documents are necessary for carrying out the Works, the Contractor shall Prepare such Construction Documents.

Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects shall be rectified by the Contractor at his cost.

116 FORECLOSURE OF WORKS BY THE GOVERNMENT

If at any time after the execution of the Contract Documents the Engineer- in-Charge

shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Contractor, he shall give notice in writing of the fact to the Contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case except as provided hereunder the Contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, design and instructions which may involve any curtailment of the work as originally completed. Where, however, materials have already been purchased or agreed to be purchased by the Contractor before receipt by him of the said notice the Contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss if any, that if he may put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the Contractor suffers any loss on account of his having to pay labour charges during the period of stoppage of work ordered under this condition, the Contractor shall, on application be entitled to the such compensation on account of labour charges as the Engineer-in-Charge whose decision shall be final may consider reasonable, provided that the Contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-Charge, the labour could have been employed by the Contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

117 SITE INSPECTIONS:

As contractor have submitted site visit certificate as per Maharashtra Govt. Resolution 3-Tender 0417/ 247/17/MP1 Dt.18/10/2023, no claim will be considered for Extra lead, insufficient quantity and quality of construction materials such as water, Boulders, Sand, Crush sand, Coarse & Fine aggregates etc., unviability of labours.

The contractor should inspect the site and also proposed quarries of c hoice for materials source of water and quote his bid price including quarrying, conveyance and all other charges etc.

118 POSSESSION OF THE SITE

1 The Engineer's Representative shall give possession of the whole Site or such parts of the Site as are sufficient to enable the Contractor to commence and proceed with the execution of the Works in accordance with the approved Work Program. The Engineer's Representative shall, from time to time, as the work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due diligence in accordance with the agreed programme or proposals, as the case may be.

2 If the Engineer's Representative fails to give possession of the whole or part of the Site to work, the Contractor in accordance with the proposal of work program the Engineer shall consider extension of time, due to delayed start of relevant activities.

119 ACCESS ROUTE

1 .The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall be responsible for the maintenance of access routes. The Contractor shall provide any signs or directions which he may consider necessary for the guidance of his staff, labour and others. The Contractor shall obtain any permission that may be required from the relevant authorities for the use of such routes, signs and directions.

2 .The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.

120 CONTRACTOR'S EQUIPMENT

The Contractor shall provide all Contractors' Equipment necessary to complete the Works. All Contractors' Equipment shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any such Contractor's Equipment without the consent of the Engineer-in-Charge.

121 WORKING HOURS

No work shall be carried out on the Site outside the normal working hours, or on the locally recognized days of rest, unless:

a. The work is unavoidable, or necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the

Engineer-in-Charge, or

b. The Engineer-in-Charge gives his consent for additional working hours & holiday on the basis of merit of works.

122 TRANSPORTATION OF LABOUR:

1 The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot. No extra payment will be made to the contractor for the transportation of the labour.

2 The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

3 The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks. Contractor shall follow the provisions contained in model rules relating to labour, water supply and sanitation in labour camps as applicable under statutory rules and regulations.

The Contractor shall at all times take the necessary Precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide its staff and labour with suitable prophylactics for the Prevention of malaria and take steps to Prevent the formation of stagnant pools of water. The Contractor shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by such authorities.

123 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during execution of the Works, and as long thereafter as the Employer's Representative may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the

satisfactory and safe execution of the Works.

124 CONTRACTOR'S PERSONNEL

The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations. The Employer's Representative may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Employer's Representative:

- a. Persists in any misconduct,
- b. Is incompetent or negligent in the performance of his duties, c.
Fails to conform with any provisions of the Contract, or
- d. Persists in any conduct which is Prejudicial to safety, health, or the protection of the environment. If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

125 DISORDERLY CONDUCT

The Contractor shall at all-time take reasonable Precautions to Prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the Preservation of peace and protection of persons and property in the neighborhood of the Works against the same. "Disorderly conduct" shall include but not be limited to harvesting of natural resources such as firewood or fish by the Contractor's labour when this is done to the detriment of Pre-existing local interests.

126 EARLY WARNING

- 1 The Contractor is to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances, which may adversely affect the execution of the Works.
2. The Contractor shall cooperate with the Engineer-in-Charge 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 Works and in carrying out any resulting instruction of the Engineer-in-Charge.

127 CORRECTION OF DEFECTS

- 1 . The Engineer-in-Charge shall give notice to the contractor of any Defects, at any time from the commencement of work till the end of the Defects Liability Period.
- 2 . Every time notice of a Defect is given, a defect Correction Period for the notified Defect begins. The Contractor shall correct the notified Defect within the Defects Correction Period at no cost to the Employer. The length of the defects Correction Period is the length specified by the Engineer-in- Charge's notice.
3. The Contractor shall correct Defects which he notices himself before the end of

the Defects Liability Period.

4. Liability For Defects (Switchyard and Transmission Line works) After the works are completed in all respects in accordance with the contract conditions a completion certificate will be issued by the Engineer-in-charge. Within a period of Sixty months after commissioning of respective work or completion of work wherever applicable and handed over, the Contractor shall be liable and responsible to make good at his own expenses for the replacement of any part of work found to be defective from the causes arising from faulty materials or workmanship or other causes, including labour, material, transport, replacement, dismantling, re-erection etc, for which in the judgment of the Engineer-in-charge, All notices of such defects shall be given to the Contractor promptly. In case the Contractor fails to make goods such defects, all expenses consequent thereof and incidental thereto shall be borne by the Contractor.

128 UNCORRECTED DEFECTS

1. The Engineer-in-Charge may arrange for a third party to correct a Defect if the Contractor has not corrected it within the Defects Correction Period.

2. The Engineer-in-Charge shall give the Contractor at least 15 days' notice of his intention to use a third party to correct a defect. If the contractor does not correct the defect himself within this period, the Engineer -in-Charge may have the defect corrected by the third party. The cost of the correction will be deducted from the contract price.

3. The Engineer-in-Charge shall introduce O.K. cards and prescribed the formats there of. O.K. cards shall relate to all major components of the work. The contractor/ his authorized representative shall be required to initiate and fill in and present the O.K. card to the construction staff that would check the respective items. Any defects pointed out by the Engineer's Representative and supervision staff of department shall promptly be attended to by the contractor and the fact of doing so are duly recorded on the back of O.K. card.

4. The Engineer-in-Charge may also introduce checklists, which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction/ Quality Control engineers/ Engineer's Representative.

129 TERMINATION BY CONTRACTOR

The Contractor shall not be entitled to terminate the Contract for any reasons whatsoever.

130 ~~GUARANTEE PERIOD~~

MECHANICAL WORKS

~~The guarantee period of all materials required for the scope of works covered under this contract shall be 36 months after the date of commissioning. In the event of an emergency, where, in the judgment of the Engineer (Mechanical) delay would cause serious loss or damage, repairs or adjustments may be made by the Engineer (Mechanical) or a third party chosen by the Engineer (Mechanical) without advance notice to the contractor and the cost of such work shall be paid by the contractor, or by the surety. In the event of such action is taken by the Engineer (Mechanical), the contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not absolve the contractor liability under the terms and conditions of the contract.~~

~~The cost of .my special or general overhaul rendered necessary during the operation period vide clause 22 of Vol. II due to defects in the plant or defective work carried out by the contractor shall be borne by the contractor.~~

~~In the case of these defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the Engineer (Mechanical) shall mutually agree to a program of replacement or renewal which will minimize interruption to the maximum, extent in the operation of the equipment. Decision of the Engineer (Mechanical) in this Engineer (Mechanical) in this respect shall be final.~~

At the end of the guarantee period, the contractor liability ceases except for latent defected of goods supplied by sub-contractors to the contractor. Where the sub-contractors provide a longer guarantee (more than 60 months), the Department shall be entitled to the benefit of such longer guarantee.

131 WARRANTY AND GUARANTY

The supplier shall warrant that the goods supplied and installed under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier shall further warrant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. This Warranty shall remain valid for **36 months** after the date of commissioning. Supplier shall be solely responsible for setting rights the defects in basic design, manufacture and/or installation observed during warranty period and execute remedial measures or replace free of cost the defective goods or its components.

The purchaser shall promptly notify the supplier in Writing of any claim arising under this warranty .Upon receipt of such notice the supplier shall with all reasonable speed repair or replace defective goods or parts thereon without cost of the Purchaser. If

the supplier, having been notified, fails testing remedy the defect (S) within reasonable period Purchaser may proceed to take such remedial action as may be necessary at the supplier's risk & cost and without prejudice to any other rights which the purchaser may have against a supplier under the contract.

If it became necessary for the supplier to replace or renew any defection portions of the plant under this clause, the provision of this clause shall apply to the portion of the plant so replaced or renewed until the expiration of **Thirty Six (36) months** from date of such replacement or renewal supplier shall extend the warranty of the plant by corresponding period during which plant could not be operated due to reason of replacements, repairs, renewals and testing period thereon if any.

The cost of any special or general, overhaul rendered necessary during the guarantee period due to defects in the plant or defective installation work carried out by the supplier or under his supervision, shall be borne by the supplier without extra cost of the purchaser.

The acceptance of equipment by purchaser shall in no way relieve the supplier of his obligation under this clause.

In case of those defective parts which are not repairable at site but are essential for commercial operation of equipment, the supplier & the Purchaser shall mutually agree to a program of replacement or renewal which minimize interruption in the operation of the equipment.

132 ESSENTIALITY CERTIFICATE

For procurement of immaterial where requested by the contract Department, will provide an essentiality certificate for the same. That will however, not be considered as condition for not adhering to delivery Schedule as agreed to in the tender.

133 RELEASES FROM PERFORMANCE:

If the Contractor is frustrated by the outbreak of war or by any other event entirely outside the control of either the Department or the Contractor the Engineer-in-Charge shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which commitment are made by Engineer-in-Charge.

134 PATENTS, RIGHTS ETC.

The Contractor shall fully indemnify the Department against all actions, suits, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement for any letters, patent designs, trade mark or name, copy right or

other protected rights in respect of any machine, plant, work material, thing or system or method of using, fixing working or arrangement used or fixed or supplied by the Contractor, but this indemnity shall not extend or apply to any action, suit, claim demand, cost charges or expenses arising from or incurred by reason of use of the works or any part thereof otherwise than in the manner or for a purpose contemplated by the contract. All royalties and other similar payments which may have to be paid for the use of any such machine, plant, work, material, thing, system or method as aforesaid (Whether payable in one sum or by installments or otherwise) shall be covered by the contract price and payable by the Contractor.

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

135 SITE ENVIRONMENTAL PLAN (SEP)

The Contractor shall Prepare a detailed Site Environmental Plan (SEP) for the work site, base camp, etc., showing arrangements for disposal / dumping of excavated earth, etc. and other waste, location of fuel, oil and lubricant depots, sheds for equipment, labour and housing facilities, etc., prior to the construction for approval of the Engineer-in-Charge.

136 SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT

The Contractor shall take all necessary Precautions against pollution or interference with the supply, or obstruction of the flow of surface or underground water. These Precautions shall include but not be limited to physical measures such as earth bunds of adequate capacity around fuel, oil and solvent storage tanks and stores, oil and grease traps in drainage systems from workshops, vehicle and plant washing facilities and service and fuelling areas and kitchens, the establishment of sanitary solid and liquid waste disposal systems, the maintenance in effective condition of these measures, the establishment of emergency response procedures for pollution events, and dust suppression, all in accordance with normal good practice and to the satisfaction of the Engineer-in-Charge. Should any pollution arise from the Contractor's activities he shall clean up the affected area immediately at his own cost and to the satisfaction of the Engineer -in- Charge, and shall pay full compensation to any affected parties.

The Contractor shall take all reasonable steps to protect the environment (both on and

off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values Prescribed by law.

137 RATING PLATES, NAME PLATES AND LABELS

Each main and auxiliary item of the plant is to have permanently attached to it in a conspicuous position a rating plate of non-corrosive material upon which is to be engraved any identifying manufacturers name, equipment, type or serial number, together with details of the loading conditions under which the item of plant in question has been designed to operate and such diagram plates as may be required by- the Engineer in charge.

138 CLEARANCE OF CONTRACTOR'S FACILITIES

On or before expiry of the Defects Liability Period the Contractor shall clear away all his temporary facilities including but not limited to offices, camps, storage and holding yards, workshops, crushing and mixing plant, diversion and haul roads so that the land is returned to at least its Previous condition and, in the case of agricultural land, potential productivity. Clearance shall include but not be limited to tasks such as the removal of unwanted structures, removal of metallic and concrete debris, removal and disposal of any soil contaminated by diesel, bitumen or other polluting material, ripping to relieve compaction, grading, replacement of topsoil, and turfing and grassing, as appropriate. Where improvements have been made such as land filling or installation of boreholes or construction of boat landings these may be retained subject to the agreement of the landowner. The Engineer-in-Charge or his Representative reserves the right to inspect the site of any facilities established or used by the Contractor in connection with the Works and to undertake any corrective measures necessary to restore the land, and to recover the cost from money due or to become due to the Contractor.

139 HEALTH AND PESTS

The Contractor shall at his own expense and throughout the period of the Contract ensure that suitable arrangements are made for the Prevention of epidemics and for all necessary welfare and hygiene requirements for his staff and labour, and shall comply with all the regulations and requirements of the local health authorities with respect to disease Prevention and control. Contractor shall warn his staff and labour of the dangers of communicable diseases including those transmitted by insects, water, faecal/oral contact and sexual activity. The Contractor shall take the Precautions necessary to protect all staff and labours employed on the Site from insect nuisance,

rats and other pests and minimize the dangers to health and the general nuisance caused by the same. Should malaria or other insect-borne diseases be Prevalent in the area, he shall provide his staff and labour with suitable prophylactics, equip living accommodation with screens and bed-nets, and carry out spraying with approved insecticides, as appropriate.

Necessary treatment to water for making it potable and safe for drinking by his staff, Labours and other dependents on Contractors shall have to be done by the Contractor. Disinfection of all drinking water by chlorination will be obligatory.

140 ALCOHOLIC LIQUORS OR DRUGS

The Contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations orders for the time being in force, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

141 RECORDS OF LABOUR AND ACCIDENTS

The Contractor shall maintain full records of numbers, working hours and wages of labour, safety, health and welfare of persons, accidents, and damage to property such record has to be produced to Engineer-in-Charge on his demand. Contractor should inform any misshaping's on site to the Engineer in charge in writing within 24 hours.

142 PUBLIC AWARENESS / INFORMATION DISPLAY

The Contractor shall, at his own cost, arrange and provide, erect and maintain necessary display boards/ banners etc. at selected points of project site giving such information as considered necessary for public awareness / information / safety as directed by the Engineer-in-Charge.

143 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works which can be performed without subjecting the; equipment and materials to adverse effects, during inclement weather conditions like Monsoon, storms etc and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such works and with the concurrence of the Engineer Such unfavorable construction condition will in no way relieve the Contractor of his responsibility to perform the works as per the schedule.

144 STEEL FORMS:

Steel forms should be used for all items involving use of centering and shuttering.

They shall be such that the concrete surface obtained after removal of centering and shuttering shall be single plane without any dents and undulations and honeycombing.

145 ECOLOGICAL BALANCE:

a. The contractor shall maintain ecological balance by Preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to Prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.

i. Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt Precautions when using explosives, which will Prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Engineer-in-Charge.

ii. All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be Preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Engineer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Engineer-in-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations.

iii. The contractor's construction activities shall be performed by methods that will Present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in- Charge.

i vi In conduct of construction activities and operation of equipment the contractor shall utilize such practicable methods and devices as are reasonably available to control, Prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or Prevention of dust during these operations.

The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.

b. Separate payment will not be made for complying with the provisions of this condition and all cost shall be deemed to have been included in the bid price. If any provision is not complied with, the Contractor will be responsible for payment of penalties and/or any action taken by the concerned competent authority.

c. Contractor should follow regulation laid by ministry of environment Govt. of India for Krishna Marathawada lift irrigation project, on dated 24/06/2015 and thereof.

d. Contractor should plant and rear at least 5000 trees in Government acquired land, with his own cost, as directed by engineer in charge.

146 DRAWING, B.I.S. [I.S.I.] BOOKS AND QAQC MANUAL AND INSTRUCTION MANNUALS TO BE KEPT AT SITE

One copy of the drawings furnished shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge and the Engineer-in- Charge's Representative and by any other persons authorized by the Engineer-in- Charge. The Contractor shall furnish to the Engineer on or before the delivery of the plant / equipment to the instructions for conservation of materials stored at site together with the detailed drawings of spares and other sketches, erection manual, the operation and maintenance instructions, in sufficient details to enable the Department's staff to operate the plant in a smooth and trouble free manner and to maintain, dismantle, reassemble and adjust all the parts or units. The Contractor shall also furnish the maintenance Schedule for preventative maintenance of plant. The plant shall not be considered as taken over by Department until the operation and maintenance instructions have been supplied to the Engineer. The Contractor shall ensure that adequate sets of necessary drawings, erection manuals, testing procedures and commissioning details are made available to the erection personnel well in advance. The Contractor shall also furnish final modified drawings and cable schedule (6 Copies) etc. as per actual work executed at side. A complete set of Indian Standard Codes and IRC codes referred to in "Technical Specifications" and QAQC manual shall be kept at site for reference. In addition to the foregoing any other IS Codes, IRC codes, Technical Books, Technical Manuals, Technical Literatures, Codes of foreign countries requested by the Engineer - in - Charge shall be procured by the Contractor and kept at site office for reference. All the foregoing shall also be supplied in 3 sets to the Engineer-in-Charge

147 MAINTENANCE TOOLS AND TACKLES

The contractor shall supply with the equipment to complete sets of all special tools and tackle for the erection, assembly, dis-assembly and maintenance of the equipment. However, these tools and tackles shall be separately packed and brought on to the site. The tenderer shall indicate the above items in the respective annexure. The Contractor shall provide all types of tools, tackles, erection appliances or any machine/plant that may be required for erection/installation, assembly, disassembly and maintenance of the complete equipment under this contract. The equipment required for handling and erection work such as mobile crane, compressors, etc. if available with the Department at the site of work, will be made available to the Contractor on hire basis. The hire charges shall be charged at the prevailing rates and as per rules of the Department.

The Contractor shall execute the agreement bond as prescribed by the Department, and shall agree to the specific rates of hire and supervision charges in force on the day of transaction in writing before machinery is taken out of the Department's yard by him. The Contractor shall pay irrevocable bank guarantee for a value equal to 25% of the cost of the similar new machinery for a period equal to period of hire plus three months.

The machinery shall be entirely in the custody of the Department. It shall be issued to the Contractor at the yard where it is stationed. The machinery will not be allowed to leave the work area on any account. All machinery so hired will be entirely operated and maintained by the Department in consideration of the hire charges to be paid by the Contractor.

If any equipment is to be used in excess of 8 (eight) hours per day, permission of the Engineer-in-Charge shall be obtained in advance. Reckoning of working hours will start from the time the machinery leaves Department yard, where it has to return daily and in other cases, when the machinery actually starts working. Closing time of working will be when it returns to the Department yard or actually ceases working for the day, respectively. Log books shall be maintained by the Engineer or his authorized representative for each place of equipment in, the form laid down by the Engineer. The Contractor or his duty authorized agent shall verify and sign in the log book or on the machinery duly slip in lieu thereof, daily. If the Contractors representative fails to sign the log book, the entries made by the Department representative shall be binding on the Contractor. Any complaint or representation regarding the recorded working hours must be submitted in writing within 24 hours of the close, of the shift. The Engineer's decision regarding such disputes pertaining to working hours shall be final and binding on the Contractor. Complaints or representations made after lapse of 24 (Twenty Four) hours limit shall not be considered. The log books shall form the basis for raising debits against the

Contractor. All expenses in respect of oil, fuel, grease, cotton waste etc, shall be borne by the Department. Crew for operating the equipment shall be provided by the Department. All minor and major repairs shall be carried out by the Department to keep the equipment in working condition. However, in case of any breakage, damages, slips etc which may occur due to the negligence of Contractor's labor, equipment or staff or by reason, for which Department personnel are not responsible, the cost of such damages shall be recovered from the Contractor. The decision regarding fixing of responsibility for any damages shall rest with the Engineer-in-Charge and decision given by him shall be binding on the Contractor.

Equipment shall be given on hire only when these can be spared. No claim on account of sickness or non availability of machinery shall be entertained. In case of damage to the equipment during haulage to site of work from Department stores or servicing yard, full cost of repairs shall be recovered from the Contractor when damage is due to rough handling. The damage to trucks/tippers due to bad haulage roads will also be recovered from the Contractor. Decision of the Engineer-in-Charge regarding cost of repairs and cause of damage shall be final and binding on the Contractor.

A truck, tipper, tanker and any other equipment may be hired for a single day at a time and the minimum charges to be levied will be 8 (eight) hours when mileage is not applicable.

Machinery shall not be hired for less than a day time and minimum charges for hire will be that for four hours per day.

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

B- 1 TENDER DOCUMENT VOLUME II & III

INDEX

**Name of Work : - Repair of Pump House Building at Shankaraoji Chavan Vishnupuri
Project Tq & Dist. Nanded**

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**SECTION - A
APPLICABLE
SPECIFICATION**

SECTION – 1
GENERAL SPECIFICATIONS

1.0.0 SCOPE

The general specification shall apply to all the item of Schedule “B” under this Tender

1.1.0 GENERAL DESCRIPTION OF THE PROJECT

The information is give in Section I – Detailed Tender Notice

1.1.1 AND SITE CONDITION:

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

1.1.2 Results of trial pits and exploratory bores taken along the canal axis are as shown in the drawings. The Corporations does not accept and responsibility for any variation in strata classifications found in actual excavation.

1.1.3 CLIMATIC CONDITIONS

The information is given in Section IV – Work Specific Information.

1.1.4 LABOUR AVAILABILITY :

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

1.1.5 LOCATON

The information is given in Section IV – Work Specific Information.

1.1.6 RAIL ROUTE

The information is given in Section IV – of Work Specific Information.

1.1.7 ROADS

The information is given in Section IV – Work Specific Information.

1.1.8 WATER SUPPLY

The contractor will have to make his own arrangements for the water supply required for his work, staff and labour. He will have to provide all arrangement for making water potable and safe for drinking by his staff, labourers and other dependents on Contractor's services. Disinfection of all drinking water by chlorination will be obligatory, on the part of Contractor.

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

1.2.0 ELECTRIC POWER

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

1.3.0 TELEPHONE AND TELEGAMS

Nearest telephone and telegraph facilities are available at the places indicated to SECTION – I Detailed Tender Notice.

1.4.0 COLONY

ESTABLISHMENT OF COLONY

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

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

1.4.1 SANITATION AND UP-KEEP OF COLONY :

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

The Contractor shall provide adequate number of portable chemical closets for use, and urinals and water closets, and make proper lighting and scavenging arrangements to the satisfaction of Engineer-in-charge. Separate arrangements should be made for female labour.

1.4.2 CAMP REGULATIONS

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

1.4.3 MEDICAL AID

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

1.4.4 GENERAL

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

1.5.0 MATERIALS

1.5.1 PETROL OIL AND LUBRICANT :

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

1.5.2 STONE FOR RUBBLE MASONRY AND FOR METAL :

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

The locations of quarries have to be such that they do not affect permanent structures and should not be near the existing or proposed structures. The location and size of the quarries shall be subject to the approval of the Engineer-in-charge. However, if a quarry

location, approved by the Engineer-in-charge on its opening does not yield adequate or suitable stone, no claims can be raised against the Corporation. In that case other quarries will have to be established by the Contractor at his own cost and risk and the stone got approved from the Corporation for its quality before using it in the work.

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

1.5.3 SAND

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

The Contractor shall, however, obtain permission from Revenue and other authorities before removing the material and shall pay royalty and other taxes. Octroi duty, escort fee, if any for sand which shall be reimbursed. The Contractor shall have to make his own enquiries regarding legal rights and attend to the aspect of payment due etc. for the operation of the quarries.

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

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

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

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

1.6.0 PRECAUTIONS DURING THE FLOODS :

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

1.7.0 CONTRACT DRAWING WORKING DRAWING AND SPECIFICATIONS :

On acceptance of the tender, sets of copies of contract conditions and drawings to a maximum of three will be supplied to the Contractor free of charge. On request by the Contractor and in the discretion of the Engineer-in-charge, the Contractor may be supplied additional copies of contract document and drawing

to be charged at the rate of Rs.1500 /- (Rupees One Thousand Five Hundred Only) per set.

The drawing which forms of this contract, show the work to be done in such details as is

possible to do for the present. They will be supplemented or superseded by such additional detailed working drawings as may be necessary as the work progresses. The contractor shall carry out the work in accordance with these additional or revised working drawings, as the case may be and at the applicable rates as per the contract. The contractor shall be supplied a maximum number of four copies of each of all such working drawings free of charge. Should the Contractor require any additional copy for his use the same may be supplied at the discretion of the Engineer-in-charge and the Contractor will be charged Rs.100 /- (Rupees One Hundred Only) for each of additional copy of each drawing.

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

1.8.0 EMBEDDED ITEMS :

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

1.9.0 SIGNING THE FIELD BOOKS, LONGITUDINAL CROSS SECTIONS AND MEASUREMENT BOOKS :

Before starting the work for intermediate payments and at the end before the work is covered , levels for plotting the longitudinal section (along the axis as decided by the Engineer-in-charge or his authorized representative) and cross section of the portion of the work shall be taken by the authorized engineer of the Contractor in the presence of Engineer-in-charge or his duly authorized representative. The Contractor or his authorized engineer shall have to sign the field books and plans showing longitudinal sections and cross sections of the portions of the work in token of acceptance. If the Contractor fails to sign them, the levels recorded by the Engineer-in-charge or his representative in the authorized books shall be final and binding on the Contractor. If the Contractor or his duly authorized agent fails to attend, the levels shall be taken in his absence and such levels and longitudinal sections and cross sections based thereon shall be final and binding on the Contractors. The levels will be taken on such alignments and cross section as will be useful for reference

Permanently and will be in harmony with the mode of the measurements for payments as described under specification.

The point locations for the levels will depend upon the ruggedness of the area and will also be at least in conformity with the requirement of Specification.

1.10.0 CEMENT AND STEEL SUPPLIED BY CORPORATION :

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

BWSC pipes etc.

1.10.1 CEMENT PROCURED BY CONTRACTOR:

(A) The Contractor shall procure cement of any grade conforming to IS 8112, 12269 of 2013, 1987, from recognized manufactures in standard packing of 50 kg. Per bag from the authorized manufactures. The Contractor shall make necessary arrangement at his own cost to the satisfaction of Engineer-in-Charge for actual weighment of random sample from the available stock and shall confirm with the specifications laid down by the Bureau of Indian Standards. Cement shall be got tested in the laboratory under Quality Control Circle, Ch. Sambhaji Nagar at contractor's cost. In case of any dispute about the results the cement shall be tested in M.E.R.I. Nasik. Results of M.E.R.I. will be taken as final for acceptance or rejection of cement.

Cement brought to on site shall be as fresh as possible to the satisfaction of the Engineer-in-Charge. The cement if rejected shall be immediately removed from the site at the Contractor's cost.

Cement bags required for testing shall be supplied by the Contractor free of cost. The testing charges including transportation of samples for cement will be borne by the Contractor and results shall be submitted to the department.

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

C) The Contractor should maintain throughout the tenure of the work adequate stock of the cement (min 30 days requirement) so as to ensure that, at no time, work is stopped for want of cement. At the same time no cement of age older than 60 days from the date of dispatch from the manufacturing unit shall be used on the work. No cement shall be removed from the site without the permission of the Engineer-in-Charge.

The Contractor shall forthwith remove from the works area any cement that the Engineer-in-Charge may disallow for use on account of failure to meet with the required quality and standard.

Cement stock of ONE month's requirement shall be kept on site at least one month in advance. Samples for testing of the cement brought to the site shall be given free of cost by the Contractor, as and when required.

D) The Contractor will have to construct sheds for storing cement having capacity not less than the cement required for 90 days use at site. The Engineer-in-Charge or his representative shall have free access to such stores at all times.

E) The Contractor shall further, at all times satisfy the Engineer-in-Charge on demand, by production of records and books or by submission of returns and other proofs as directed. That the cement is being used as tested and approved by the Engineer-in-Charge for the purpose and the Contractor shall at all times keep is records up to date to enable the Engineer-in-Charge to apply such checks as he may desire.

1.11.0 STEEL : PROCURED BY THE CONTRACTOR:

A) The Contractor shall procure steel from the market. The Contractor shall make necessary arrangement at his own cost for sample from the available stock and shall confirm with the specifications laid down by the Bureau of Indian Standard (IS 1786-2008 of TMT Bar of 500 FE Steel Bar ISI Mark

B) The Contractor should store the steel for 60 days requirement at least one month in advance.

C) The Contractor will have to construct sheds for storing steel having capacity not less than the steel required for 90 days use at approved location. The Engineer-in-Charge or his representative shall have free access to such store at all times.

D) The Contractor shall further, at all times satisfy the Engineer-in-Charge on demand, by production of records and books or by submission of returns and other formats as directed that the steel is being used as tested and approved by the Engineer-in-Charge for the purpose, and the Contractor shall at all times keep his records up to date to enable the Engineer-in-Charge to apply such checks as he may desire. Steel tests shall be done by contractor

1.12.0 ROYALTIES

The Contractor shall arrange for the materials from approved quarries. It is necessary for the Contractor to obtain permission from revenue authorities or other relevant authorities before removing the materials. Pay royalties etc. and produce payment certificate voucher from revenue authorities. If certificate of payment is not produced, royalties will be recovered from R.A. bills for earth work for hearting and casing zone, sand, metal, stone quarry spauls and other materials etc.

1.13.0 PAYMENT

1.13.1 Generally the Corporation will pay one running bill in a month, i.e. on 25th day of each month provided that the Contractor submits his bill by this date. The recoveries for various advances shall be affected from this bill. The total recovery on all accounts shall be limited to 50 percent (Fifty percent) of the gross bill and the balance recovery if any, shall be recovered from the succeeding monthly bill.

1.14.0 NO INTEREST ON MONEY DUE TO THE CONTRACTOR :

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

1.15.0 DIFFICULTIES IN LAND ACQUISITION :

If due to difficulties in land acquisition land does not become available and the same cannot be handed over to the Contractor or in patches In such a situation the Contractor shall not be entitled to any claim.

1.16.0 HANDING OVER OF COMPLETED REACHES AND LETTING OUT WATER FOR IRRIGATION.

1.16.1 On the request of the Contractor the continuous completed reaches of Distributaries and Minors including Sub-Minors would be taken over by the Corporation provided if it fulfils the conditions specified below.

1.16.2 The term “completed” under 1.16.1above should be deemed to be inclusive of structures and selective structures and lining and ready to receive flow of water for irrigation.

(I) The unit for taking over of Distributaries will be in stages with a completed minimum length of not less than 500 m. only at a stretch from head reach (or starting point of contract length) and continuous in length

(II) The unit for taking over of completed Minors and Sub-Minors will be one complete Minor with its Sub-Minors from Head reaches (or starting point) in sub-para (i) above Reaches of canal in continuous length as specified in (i) and (ii) above may be taken over by recording final measurements. In case silting of canal takes place or scouring damages due to the flow of rain water/flood water entered through incomplete reaches, it would be the responsibility of the Contractor to rectify it.

1.16.3 Water is likely to be let out in Distributaries and Minors including Sub-Minors in the completed reaches handed over to the Corporation for Irrigation purpose. However in reaches not handed over to the Corporation maintenance liability of the Contractor would continue to be for the entire period of contract with maintenance period of six months which would commence from the date of taking over by the Corporation irrespective of whether water is let out for irrigation or not.

1.16.4 Water is available free of cost for use on work when water is let out in the Distributary /Minor for irrigation purpose. However, during closure periods the Contractor has to make his own arrangements for storage of water for use in works. In case Distributary / Minors are closed for intervals the Contractor has make his own arrangement of water at his cost. No claim of any kind will be entertained on this account.

1.17.0 MEASUREMENTS

The Measurements for the work shall be taken by Contractor’s authorized engineer in the presence of Engineer-in-charge or his authorized representative and recorded in the authorized books. The Contractor shall obtain the signature of Engineer-in-charge or his authorized representative on such recorded measurements in token of acceptance. If the Contractor fails to take such measurements, then the Engineer-in-charge will cause to record the measurements which will be final and binding on the Contractor.

This para is applicable to all items.

Section -2
Bd.P. COLOUR-WASHING, WHITE-WASHING
AND DISTEMPERING
(Item 4)

Bd.P.6. Providing and applying plastic emulsion/Acrylic paint of approved quality, colour and shade to old/ new surfaces in 2/3 coats, including scaffolding, preparing the surface to receive the paint and applying putty complete.

Bd.P.6.1. General - The item refers to painting the old and new plastered surfaces, with plastic emulsion paint.

Bd.P.6.2. Plastic Emulsion - Plastic emulsion shall be of the approved manufacture like that of Jenson Nicholson, Asian Paints, Shalimar Paints, etc., or of equivalent quality. The colour and shade of the emulsion shall be as approved by the Engineer.

Bd.P.6.3. Scaffolding - This may be double or single according to requirement and shall conform to B.9.11. If ladders are used, pieces of old gunny bags or cloth rags shall be tied on the tops to avoid damage or scratches to the wall. Proper stage scaffolding shall be erected when white-washing ceiling. The contractor shall be responsible for accidents if any take place.

Bd.P.6.4. Preparing the surface - This shall be done as per manufacturer's specifications. If no specifications are furnished by manufacturer then instructions in Bd.P.4.3. shall be followed. Preparing the surface - The surface to be distempered shall be cleaned and all cracks, holes and surface defects shall be repaired with gypsum and allowed to set hard. All irregularities shall be sand-papered smooth and wiped clean. The surface so prepared must be completely dry and free from dust before distempering is commenced. In the case of walls newly plastered, special care shall be taken to see that it is completely dry before any treatment is attempted.

For the old surface which had earlier been distempered, the surface shall be cleaned of grease, dust etc. The flaking's of previous coatings if any, shall be taken off. All cracks, holes and surface defects shall be repaired with gypsum and allowed to set hard and then sand papered smooth and wiped clean. But in case the surfaces are coloured or white washed, the wash must be removed thoroughly first.

Bd.P.6.5. Painting - Procedure of painting white plastic emulsion shall be as specified by the manufacturer. When no specifications are furnished, following specifications, shall generally apply.

Add about 50 percent water to plastic emulsion paint. Mix thoroughly and then strain through a cloth. Brush the paint on wall. Allow to dry properly. On this, putty prepared by mixing whiting and plastic emulsion paint shall be filled whenever necessary in holes and depressions and rubbed dry and touched up with plastic emulsion paint.

For the second coat use about 15-20 percent water and give a coat by brush. For the third coat if and when specified, the same procedure shall be followed. No brush marks shall be seen.

Bd.P.6.6. Item to include - The rate shall include all labour, material and tools, required to carry out following operations : -

Providing the plastic emulsion paint and whiting

Scaffolding

Preparing the surface to receive the paint.

Applying the paint as specified above

Bd.P.6.7. Mode of measurement and payment - The contract rate shall be per square meter of the honey-comb work without any deductions for holes. Linear dimensions shall be measured correct up to a centimetre and the area worked out correct up to two places of decimals in square meter.

Section-3

Bd.0.6. Providing and applying 2/3 coats of oil paint of approved colour to the old steel work and iron work in buildings including scaffolding if necessary and preparing the surface complete.

(ITEM 6)

Bd.0.6.1. General - The item shall comply with specifications given in B.21.(a)

B.21.(a) Painting Iron and Steel work.- In addition to specifications for oil painting " General" the following shall apply for painting Iron and Steel Work:-

B.21.(a).1. Operation and workmanship for painting Iron and Steel work shall be as per I.S. 1477 (Part I)-1959. code practice for finishing of Iron and Steel in Buildings, painting and allied finishes : subject to the following:-

(1) The method of preparation of the surface for painting shall be as specified in the special, provisions for each item and as in B.21.4. Where Iron and Steel works need repainting (as maintenance), instructions detailed in clause 8 of I.S.1477 (part I) shall be followed.

(2) Red lead paint shall be used for primer coat unless other paints are specified. The number of primer coats shall be given in detailed specifications for each item. When not given it shall be one coat.

(3) Intermediate protective treatments (pre-treatments) shall be omitted unless specified in the special, provisions.

(4) The finishing coats shall be of the paint as specified for each item by the Engineer. The number of finishing coats of the required shade of colour shall also be specified for each item separately. They shall be two when the number is not specified.

(5) Actual date of painting girders, steel tanks and other steel structures shall be neatly marked by the contractor on the structure according to the instructions of the Engineer.

Also With subject to the following :

1. For the repainting necessitated due to any specific reason the relevant instructions given in clause 8.3 of I.S. 1477 (Part I) - 1971 shall be followed.
2. Primer of red lead paint shall be applied in one coat after complete cleaning.
3. The finishing shall be done with the paint of the colour and shade approved by the Engineer. The number of finished coats shall be as mentioned in the item. The paint used shall conform to the relevant Indian standard.

Bd.0.6.2. Item to include - The rate shall include all labour, material and use of equipment necessary to carry out following operations :-

1. Supplying the oil paints for primer and finished coats.
2. Scaffolding including erecting and dismantling.
3. Cleaning and preparing the surface as specified for repainting as in B.21a.
4. Applying of primer.
5. Applying finishing coats.

6. Protecting the painted surface till dry.

Bd.0.6.3. Mode of Measurement and Payment

The contract rate shall be per square metre of the painted surface. The linear dimensions shall be measured correct up to 2 places of decimals of a metre. The area shall be worked out correct up to 2 places of decimals of a square metre.

Section -4
WATERP ROOFING
(Item No.7& 8)

- (1) The work of waterproofing described in the following items shall be carried out by the contractor only through a renowned specialist waterproofing agency using cement waterproofing compounds, as approved in writing by the Engineer- in-charge.
- (2) The Contractor shall give before execution, detailed specifications for each item of works of waterproofing to be executed according to the specifications of the specialized agency, he proposes to employ, for approval. The work shall not be started unless approval in writing is given by the Engineer in charge to the said specification.
- (3) The Contractor shall give a guarantee bond on requisite stamp paper for a minimum period of 7 years for all the items of waterproofing done. During the guarantee period the Contractor shall entirely be responsible to rectify any defect at his own cost to maintain the work in waterproof condition. The waterproofing Contractor shall also have to make good all the surroundings disturbed by him during the rectification work at his own cost. The form of written guarantee shall be on a legal stamped agreement acceptable to the Government. The Guarantee shall be given within one month from the date of completion of water proofing treatment but any delay in furnishing the guarantee shall not relieve the contractor from implications of the clause.
- (4) 10% (Ten percent) of the cost of the waterproofing work executed shall be retained as “Retention Money” for a period of 10 years covering the guarantee, and the same shall be released only after satisfactory performance of the treatment during guarantee period of 10 years. This amount may be converted into any approved interest bearing security (for 10 years after completion of defect liability period), in the name of Executive Engineer, IDW NHM, on receipt of such written request from the contractor.
- (5) Injections to reinforced cement concrete slab, wherever required, have to be undertaken by the Contractor free of cost.
- (6) Before starting the waterproofing work, the surface receiving the treatment shall be cleaned properly.
- (7) The item of waterproofing as given in the Schedule “B” applies for work in any position and on any floors and at any heights. The lift of materials shall not form any criteria for extra payment

GUARANTEE BOND
For Water Proofing
(On Rs. 500/- Stamp Paper)

NAME OF WORK :

NAME OF AGENCY:

AGREEMENT:

The contractor hereby declares that the water proofing work carried out under this contract shall be of the best quality and workmanship and shall 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 **seven 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 **seven 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:

Section-5
Bd. L. PLASTERING AND POINTING
INTERNAL CEMENT PLASTER
(Item No 9)

SCOPE OF WORK:

The work covered by this item shall consists of

- 1) Furnishing all materials, equipment and labour for the manufacture, transport, placing and curing of Cement plaster and performing all, the functions necessary and ancillary thereto.
- 2) Providing, erecting and removing the scaffolding comprising of furnishing all materials equipment and labour for the manufacture, transport, erection. Keeping in place with necessary fixtures and supports oiling etc. complete.
- 3) Preparing the surface to receive the plaster
- 4) Providing cement plaster of 12 mm thickness in single coat
- 5) Necessary sampling and tests for materials
- 6) Compensation for injury to persons and damages to work or property.

MATERIALS

Cement

Cement shall be obtained by the contractor and confirm to the bureau of Indian Standard for Portland cement.

Sand

The contractors own sand as per specification shall be used. The sand used for mortar shall be natural river sand. The maximum size shall be limited to 5 mm. The sand shall consist of hard, dense, durable uncoated, gritty material obtained from rock fragment; it shall be free from injurious amounts of dust lumps, soft and flaky particles, shale, alkali organic matter, loan, mica and other deleterious substances. The sum of percentages of al deleterious substances shall not exceed 5% by weight. If the impurities are beyond the acceptable limits stated above, the sand shall be washed with power of diesel driven sand washing machine to the entire satisfaction of the Engineer-in-charge at the cost of the Contractor.

Water

Water used for mixing and curing shall be clean and free from injurious quantities of alkalies, acids, oils, salts, sugar, organic materials, vegetable growth or other substance that may be deleterious to bricks, stone, concrete or steel. Potable water is generally considered satisfactory for mixing. The Ph value of water shall be not less than 6. Water found satisfactory for mixing is also suitable for curing. However, water used for curing shall not produce any objectionable stain or unsightly deposit on the surface.

Cement Mortar

This shall be prepared by mixing cement and sand in 1:4 proportion

Proportioning

Proportioning on weight basis shall be preferred taking into account specific gravity of sand and moisture content. Boxes of suitable size shall be prepared to facilitate proportioning on weight basis. Cement bag weighting 50 kg shall be taken as 0.035 cubic metre. Sand shall be measured on the basis of its dry volume in the case of volumetric proportioning.

Mixing

The mixing of mortar shall be done in mechanical mixers operated manually or by power as decided by Engineer-in-Charge. Cement and sand in the specified proportions shall be mixed dry thoroughly in a mixer. Water shall then be added gradually and wet mixing continued for at least three minutes. Only the required quantity of water shall be added which will produce mortar of workable consistency but not stiff paste. Only the quantity of mortar, which can be used within 30 minutes of its mixing shall be prepared at a time. Mixer shall be cleaned with water each time before suspending the work.

Mortar shall be used as soon as possible after mixing and before it begins to set, and in any case within half hour, after the water is added to the dry mixture.

SCAFFOLDING

For all exposed brick work / Plastering work double scaffolding independent of the work having two sets of vertical supports shall be provided. Scaffolding shall be erected with steel sections or pipes. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding planks shall be fixed. Proper scaffolding shall be provided to allow easy approach to every part of work. The contractor shall take all the measures to ensure the safety of the work and working people. The holes left in masonry works for scaffolding purposes shall be filled and made good before plastering.

Note : scaffolding shall be got approved from Engineer-in-charge in advance.

METHOD OF CONSTRUCTION

Preparation of Surface

The joints shall be raked out properly. Dust and loose mortar shall be brushed out. Efflorescence if any shall be removed by brushing and scrapping. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering is commenced. In case of concrete surface if a chemical retarder has been applied to the form work, the surface shall be roughened by wire brushing and all the resulting dust and loose particles cleaned off and care shall be taken that none of the retarders is left on the surface.

Application of Plaster

a) Plastering shall be started from the top and worked down towards the floor. All putlog holes shall be properly filled in advance of the plastering as the scaffolding is being taken down. To ensure even thickness and a true surface, plaster about 15 × 15 cm shall be first applied, horizontally and vertically, at not more than 2 metres intervals over the entire surface to serve as gauges. The surfaces of these gauged areas shall be truly in the plane of the finished plaster surface. The mortar shall then be laid on the wall,

between the gauges with trowel. The mortar shall be applied in a uniform surface slightly more than the specified thickness. This shall be brought to a true surface, by working a wooden straightedge reaching across the gauges, with small upward and sideways movements at a time. Finally the surface shall be finished off true with trowel or wooden float according as a smooth or a sandy granular texture is required. Excessive troweling or over working the float shall be avoided.

b) All corners, arises, angles and junctions shall be truly vertical or horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arises, provision of grooves at junctions etc. where required shall be done without any extra payment. Such rounding, chamfering or grooving shall be carried out with proper templates or battens to the sizes required.

c) When suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally and vertically. When recommencing the plastering, the edge of the old work shall be scrapped cleaned and wetted with cement slurry before plaster is applied to the adjacent areas, to enable the two to properly join together. Plastering work shall be closed at the end of the day on the body of wall and not nearer than 15 cm to any corners or arises. It shall not be closed on the body of the features such as plasters, bands and cornices, nor at the corners or arises. Horizontal joints in plaster work shall not also occur on parapet tops and copings as these invariably lead to leakages. The plastering and finishing shall be completed within half an hour of adding water to the dry mortar. No portion of the surface shall be left out initially to be patched up later on. The plastering and finishing shall be completed within half an hour of adding water to the dry mortar.

Thickness

The minimum thickness over any portion of the surface shall be not less than 12 mm

Curing

Curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered. The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor's expense by such means as the Engineer-in-Charge may approve. The dates on which the plastering is done shall be legibly marked on the various sections plastered so that curing for the specified period thereafter can be watched.

Finish

The plaster shall be finished to a true and plumb surface and to the proper degree of smoothness as required. The work shall be tested frequently as the work proceeds with a true straight edge not less than 2.5 m long and with plumb bobs. All horizontal lines and surfaces shall be tested with a level and all jambs and corners with a plumb bob as the work proceeds.

Precautions

Any cracks which appear in the surface and all portions which sound hollow when tapped, or are found to be soft or otherwise defective, shall be cut out in rectangular shape and redone as directed by the Engineer-in-Charge.

To prevent surface cracks appearing between junctions of column/beam and walls, 150 mm wide chicken wire mesh should be fixed with U nails 150 mm centre to centre before plastering the junction. The plastering of walls and beam/column in one vertical plane should be carried out in one go. For providing and fixing chicken wire mesh with U nails payment shall be made separately.

MODE OF MEASUREMENT AND PAYMENT:

The contract rate shall be per square metre of plastering of 12 mm thickness. All work shall be measured net in square metres. Dimensions shall be measured and quantity worked out correct upto two places of decimals in metre and square metre respectively. The rate shall include the cost of all labour and materials involved in all the operations described above including all lead and lifts.

Section-6
Bd. M. PAVING, FLOOR FINISHING AND
DADO
(Item No 12)

Bd.M.1. Providing and laying rough Shahabad/Tandur/Kotah stone flooring,

25 mm to 30 mm thick and cm wide in plain/diamond pattern on a bed of sand 1:2 lime mortar/1:4 cement mortar including cement float for mortar bedding striking joints/cement pointing in mortar 1:3 curing and cleaning complete.

Bd.M.1.1. Materials -

Bd.M.1.1.1. Rough Paving Slabs - The flag stones specified in the item shall be got approved by the Engineer. At its thinnest part, no stone shall be thinner than 25 mm. The flag stones shall be hard, sound, durable, resistant to wear, rectangular in shape or square if directed by the Engineer and of the specified width. They shall have plain surface. Uniformity of size shall generally be maintained for the flags used in any one room. The stone flags shall be without any soft veins, cracks or flaws and shall have a uniform colour. They shall have even natural surfaces free from broken flakes on top and shall be chiselled on edges of the slab shall not be ensure uniform width of joint. The evenness of the surface and edges of the slab shall not be marked by careless dressing of slabs and no patching up shall be allowed for the slabs. The edges shall be quite straight. The under face may be left as quarried. Samples of stone slabs to be used and their dressing shall be approved by the Engineer and the slabs to be used shall conform to the approved sample.

Bd.M.1.1.2. Bedding - Cement mortar or lime mortar for the bedding and cement mortar for pointing shall be of the proportion as specified in the item. The lime mortar shall comply with and cement mortar shall comply with B. 5 a. Cement mortar may be used for the bedding only when lime mortar is not available. When sand bed is mentioned in the item, sand used shall be coarse and shall not contain more than 10 per cent of clay.

Bd.M.1.2. Constructional Details -

Bd.M.1.2.1. Bedding - The base of cement or lime concrete shall be laid and compacted to a reasonably true plain surface and to the required slopes and below the level of the finished floor to the extent of the thickness of the slabs and mortar bedding. Cement concrete or lime concrete bedding shall be paid under a separate item. Cement mortar for bedding may be mixed manually or by a mechanical mixer. Lime mortar shall be prepared in a mortar mill or pan. The amount of water added shall be the minimum necessary to give just sufficient plasticity for laying and satisfactory bedding. Care shall be taken in preparing the mortar to ensure that there are no hard lumps that would interfere with the even bedding of the stones. Before spreading the mortar, the sub-floor or base shall be cleaned of all dirt, scum or laitance and of loose material and then well wetted without forming any pools of water on the surface. In case of R.C.C. floors, the top, shall be left a little rough. All points of level for the finished paving surface shall be marked out. The mortar shall then be evenly and smoothly spread over the base by the use of screed battens only over so much areas as will be covered with slabs within half an hour. The thickness

of the mortar bedding shall not be less 12 mm. not more than 25 mm. The required slope shall be given to the bed. When sand bed is provided the sand shall be spread to give a thickness of about 12 mm.

Bd.M.1.2.2. Fixing Stone Slab - Before laying, the stone flags shall be thoroughly wetted with clean water. Neat cement grout of honey like consistency shall be spread on the mortar bed over as much as could be covered with the slabs within half an hour. Cement grout shall be omitted when sand bed is provided. The specified type of stone flags shall be laid on the neat cement float and shall be evenly and firmly bedded to the required level and slope in the mortar bed. Each flag shall be gently tapped with a wooden mallet till it is firmly and properly bedded. There shall be no hollows left. If there is a hollow sound on gentle tapping of the slabs, such slabs shall be removed and reset properly. The mason shall make the joints of uniform thickness and in straight lines. The joints shall be 6 mm. to 10 mm. thick and filled solidly with mortar for their full depth. The joints shall be struck smooth. But there shall be no smearing on mortar over the slabs. When pointing is to be done, the joints shall be raked out for not less than the width of the joints when the mortar is green. The flags shall be laid so as to give continuous parallel long joints with cross joints at right angles to them. The edges of the adjoining slabs shall be in one plane. Where the slabs cover open edges, of floor or windows sills the edges shall be neatly rounded off. This shall be included in the rate.

When diamond pattern paving is provided in the item, the slabs shall be square and laid to the diamond pattern with triangular shaped slabs to make up the edges. In plain pattern stones on each course shall break joint with those in the next.

Bd.M.1.2.3. Pointing - When pointing is to be done, the joints shall be pointed with cement mortar of the proportion mentioned in the wording of the item according to

B.13. If the slabs were smeared with mortar, they shall be cleaned immediately after pointing. When pointing is not specified joint shall be struck.

Bd.M.1.2.4. Curing - The flooring shall be kept well wetted with damp sand or water for fourteen days. It shall be kept undisturbed for at least seven days.

Bd.M.1.2.5. Cleaning - All flooring shall be thoroughly cleaned and handed-over clean and free from any mortar stains etc.

Bd.M.1.3. Item to include - The rate shall include

1. All labour, materials and equipment, cleaning the sub-base, laying mortar bed and cement grout, or sand as specified fixing stone slabs specified above and making up the joints.
2. Any cutting and waste if required.
3. Cement pointing when including in the item.
4. Curing
5. Cleaning the floor from all stains etc.

Bd.M.3. Providing and laying polished Shahabad/Tandur/Kotah stone flooring, 25

mm thick and cm wide in plain/diamond pattern on a bed of 1:2 lime mortar/1:4 cement mortar including cement float, filling joints with neat cement grout, curing, polishing and cleaning complete.

Bd.M.3.1. General - The specification for this item shall be the same as for item No. Bd.M.1. except that -

- (1) All the stone slabs shall be square in shape. The dimensions shall be 24.85 cm x 24.85 cm., x 29.85 cm or other dimensions as specified in the special provisions or directed by the Engineer. Tolerance in thickness shall be +3 mm.
- (2) The exposed surface of the specified stone flags shall be machine polished to a smooth, even and true plane and the edges machine cut square and to the required shape when necessary. Samples shall be got approved by the Engineer who will keep them in his office for reference.
- (3) The thickness of joints shall not exceed 1.5 mm.
- (4) Joints shall be grouted with neat cement slurry.
- (5) When the bedding and joints of the flooring have completely set, the surface shall be machine polished to give a smooth, even and true plane to the floor and thoroughly cleaned.

Bd.M.1.4. Mode of Measurement and Payment - The contract rate shall be per square metre of the floor area covered by the flooring of the specified type. All work shall be measured net. The length and width of the flooring shall be measured net between the faces of skirtings or dados or plastered faces of walls. Paving under the dado, skirting or plaster shall not be measured.

SECTION –7
IRON WORK (M.S.GRILL WORK)
(Item No.15 &16)

Bd.U.I.I. General.—

The item provides for wrought iron/mild steel grill prepared to the designs shown in the drawings or as directed by the Engineer, for fixing to windows, ventilators, gates, etc., including the specified wrought iron or mild steel sections, fabrication fixing in the frame, fixtures and painting with 3 coats of oil paint of approved shade.

Bd.U. 1.2. Materials. –

The wrought iron or mild steel sections as mentioned in the item shall comply with the specification No. A.14 or A.10 and A.11 as relevant. The sections shall be squares, flats, rounds, etc., of the specified dimensions shown in the drawings. Standard screws, rivets, welding rods, etc., shall be used.

Oil paint shall comply with specification No. A. 17. The priming coat shall be of red lead and the other two coats shall be of a shade approved by the Engineer.

Bd.U.1.3 Construction-

The fabrication of the specified sections of wrought iron/mild steel shall be done according to specification No. B. 19, B. 18 and B. 10.

The grill shall be fabricated to the designs and patterns shown in the drawings the weight corresponding to that mentioned in this item and the joints shall be riveted and welded as shown in the plans or directed by the Engineer. The grill so formed shall be fixed into the frames of the windows, ventilator, etc., before they are erected in position. The outside strip frame of the grill shall be housed to its full thickness into the recess cut into the frame of the window ventilator, etc. The grill shall be fixed to the frame with screws at the rate of one screw per 30 cm. of the length of the outer strip subject to a minimum of 2 Nos. in each side of the frame or as indicated on the drawings. The screws shall be countersunk and shall be fixed with the tops of their heads flush with the face of the frame strip.

The grill shall be painted with one coat of red lead oil paint and 2 coats of oil paint of approved shade when the entire work is completed. Painting shall conform to the specification No. B.21.(a).

Bd.U. 1.4. Item to include

- (1) All materials such as wrought iron or mild steel sections of specified sizes, oil paints screws, rivets, welding rods, etc., including wastage for completing the item satisfactorily.
- (2) All labour for cutting grooves in the frame fabrication of the grill by riveting and welding, fixing the grill into the frame, painting, hoisting, erection, etc., for completing the item satisfactorily.
- (3) Use of tools and equipment necessary for the job.

Bd.U.1.5. Mode of measurement and payment.—

The contract rate shall be for one square metre of the grill. The length and breadth shall be measured from inside to inside of the grill frame and correct upto 5 mm. Portion embedded in the wooden frame shall be neglected in the measurements. The area shall be calculated correct upto three places of decimals of a square metre.

SECTION –8
Country Teak Wood 2nd Class
(Item No.17)

Bd.T.4. Providing and fixing country teak wood 2nd class fully glazed/panelled ventilator or clerestorey window or fanlight, curved/rectangular in shape, as per detailed drawings including the frame, iron fixtures and fastenings and finishing the wood work with oiling/oil painting --

- (a) without mild steel bars
- (b) with mild steel bars finished with approved oil paint.

Bd.T.3.1. General - The item shall be carried out as per I.S. 1003-1966 for the requirement of material, construction workmanship equipment and sizes (unless other wise specified) of ventilator subjects to the following.

The specifications for item Bd.T.3. shall apply with the following changes:-

- (1) The wood shall be country teak.
- (2) The styles, rails and sash bars shall be chamfered and not molded.
- (3) Iron fastenings and fixtures shall be used instead of brass.
- (4) When panelled ventilator shutters are provided, they shall conform to Bd.T.7. but adjusted to the size of the ventilator as directed by the Engineer.
- (5) When glazed shutters are to be provided they shall be divided into panels as shown in the drawings or directed by the Engineer, with sash bars and styles and rails chamfered on the outside and rebated inside.

Bd.T.3.2. Materials -

Bd.T.3.2.1. Timber - Timber shall be superior Indian teak form Dandeli, Bulsar or Ballarshah conforming to A.12.

Bd.T.3.3.2. Holdfasts - According to Bd. T.1.2.2. for windows frames. When horns are provided in the sill and top, no holdfasts need be provided.

Bd.T.3.2.3. Fixtures and fastenings - All fixtures and fastenings shall be of brass or oxidised brass and shall be new sound and strong. They shall be sectional and of the best quality and workmanship. The size shape design and finish shall be as shown on drawings or as directed by the Engineer. Samples of all fixtures and fastenings to be used shall be got approved by the Engineer and deposited in his office for reference.

All the fixtures shall be fixed to the joinery in a secure and efficient manner. Any of the fixtures damaged during fixing shall be removed and new ones fixed in their place and the surface of joinery made good where affected, at the contractor's expense. When the type is not mentioned on the drawings or the item it shall be hung or swung as directed by the Engineer. In case the ventilator is hung, 2 brass 9 cm. butt hinges conforming to I.S.205-1966 shall be fixed with brass screws. A pair of 25 cm. brass hooks and eyes shall be fixed to the ventilator frame and the shutter as directed. The hooks and eyes shall be as per I.S.207-1964. If the detailed drawings specify different types of fixtures the work shall be carried out according to the drawings.

If the ventilator is of the swing type, then hooks and eyes can be dispensed with. The ventilator shall swing about a central horizontal axis of a pair of brass pivots in sockets. One pair of such centres, cleat hooks, one brass ring with screw attachment as per detailed drawings or directed by the Engineer and a good quality window hemp cord of adequate length for convenient operation of the ventilator shall be provided. A two pronged brass hook shall be embedded in the wall at a height of 2 mm. above floor level for tying the cord. All the fixtures shall be fixed as shown on the drawings or as directed by the Engineer. For iron barred clerestorey windows mild steel bars shall be of 16 mm. diameter or as shown in drawings. The finishing shall be done as per instructions of the Engineer.

Bd.T.3.3. Construction - The frame of ventilator shall be provided and fixed as specified in item Bd.T.1. Finished sizes of components of ventilators shall be as given in the standard tables and drawings unless otherwise shown on the detailed drawings. The styles, rails and sash bars shall be molded as shown in the drawings or as directed. When bars are to be provided 16mm. mild steel bars shall be fixed in the ventilators 10 cm. centre to centre in mild steel flats 40 mm x 6 mm. after drilling holes in the latter. The diameter and spacing of these are shall be as mentioned above unless otherwise shown on the drawings. The bars shall be fixed horizontal when the shutter is fixed on the pivots in the side posts of the frame and vertical when the shutter is hung on the horizontal member of the frame. The bars shall be passed thorough holes drilled into the mild steel flats 40 mm x 6 mm. fixed in the recess in the frames. The flat shall be fixed with iron screws.

Bd.T.3.4. (a) Glazing - The glazing shall be in approved panels. The glass to be used shall be as specified on the detailed drawings. When no so specified 7.50 kg./sq.m. glass plain or obscured as directed shall be used. The glazing shall be carried out as specified in Bd. S. and also as per clause 9 of I.S.1003-1966.

Bd.T.3.4. (b) Panellings - When panelling is to be done according to Bd.T.5. panels being adjusted to suit the size of the ventilators.

Bd.T.3.5. Fanlight - The difference between the fanlight and the glazed ventilator mentioned in this specification is that instead of providing a moving shutter the whole opening of the fanlight is glazed in a fixed frame and thus fixtures and fastenings required for its movement are eliminated.

Bd.T.3.6. Finishing - The wood work shall be finished with oiling or two coats of oil paint of approved colour as specified in Bd.N. Iron bars shall be finished with two coats of oil paint of approved colour as specified in B.21.a

Bd.T.3.7. Item to include - The rate shall include all labour, material and equipment necessary to carry out the following operations :

Supplying the required, shutter with necessary fixtures and fastenings, etc., and fixing as specified above. Preparing the frame, shutter with necessary fixtures and fastenings, etc. and fixing a specified above. Finishing the wood work and joints with masonry. Providing fixing and finishing mild steel bars if so specified.

Bd.T.3.8. Mode of measurement and payment - The contract rate shall be per square metre of the ventilator measured for its clear unrebated opening of the frame. The linear dimension shall be measured correct up to the one centimetre and the area worked out correct up to three places of decimals of a square metre.

SECTION –9
sheet glass of 24 oz.
(Item No.21)

Bd.S.1. General - The specifications shall cover the glazier's work including the types of glasses, putty, methods of fixing the glass in wooden or steel frames, partitions etc.

Bd.S.2. Glass - All glass be of the best quality, free from specks, bubbles, smokes veins, air holes, blisters and other defects. The kind of glass supplied by the contractor shall be as mentioned in the item or in the special provisions or as shown on the detailed drawings. The thickness of glass panes shall be uniform. The specifications for different kinds of glasses shall be as under :

Bd.S.2.1. Sheet Glass - This shall be patent flattened sheet glass of the best quality weighing 7.5 kg per sq. m. up to 60 cm x 60 cm. panes. For panes larger than 60 cm x 60 cm. and upto 80 cm x 80 cm. the glass weighing not less than 8.75 kg./sq.m. shall be used. For bigger panes up to 90 cm x 90 cm. glass weighing not less than 1125 kg./sq.m. shall be used. Sheet glass for glazing and framing purposes shall conform to I.S.1761:1960. Sheet glass of the specified colours shall be used if so shown on the detailed drawings or specified in the special provisions. For important buildings and for panes with an dimensions of over 90 cm. plate glass of specified thickness shall be used.

Bd.S.2.2. Plate glass - When plate glass is specified, it shall be "polished patent plate glass" of the best quality. It shall have both the surfaces ground flat and parallel and polished to obtain clear undistorted vision and reflection. The plate shall be of the thickness mentioned in the item, shown in the detailed drawings or specified in the special provisions. In the absence of any specified thickness, the thickness of plate glass to be supplied shall be 6 mm. A tolerance of 0.55 to 0.80 mm. shall be admissible on the nominal thickness of polished plate glass.

Bd.S.2.3. Obscured glass - This type of glass transmits light so that the vision is partially or almost completely obscured, Principal types are plain rolled or double rolled, figured rolled, ribbed, fluted frosted glass on one or both sides and rough cast. The thickness and type shall be as mentioned in the item or special provisions or detailed drawings. The ribbed or fluted type of glass shall be used when more diffused types of lighting is desired than can be obtained with other types of obscured glass. The thickness and type of glass shall be as detailed on drawings or as specified in the special provisions and as directed by the Engineer.

Bd.S.2.4. Wired Glass - In this type of glass, wire netting is embedded in a sheet or plate glass. Wire mesh is inserted during rolling. Electrically welded 13 mm. Georgion square mesh or 22 mm. hexagonal mesh is used. The thickness of glass shall be less than 6 mm. Two varieties are:-

- (1) cast wired which is a transparent wired glass and
- (2) polished wired which is a transparent wired glass with both surfaces ground and polished.

Bd.S.2.5. Glass Blocks - These may also be called glass bricks. These are used in glass brick panels. These are hollow glass blocks formed by fusing together two halves of pressed glass and partially evacuated. The sizes of the bricks may be 15 cm., 20 cm. and 30 cm. square and approximately 10 cm. thick or as shown on the drawings or as directed or as specified in the special provisions. The glass bricks shall be of approved make like those of Pilkington.

Ribs, flutes or prisms shall be cast on one or both of the blocks if specified in the special provisions for obscuring the glass and to diffuse light.

Bd.S.3. Putty - The putty to be used for fixing the glass in wooden frames shall conform to I.S.419-1967.

The putty may be coloured to suit the colour of door or window etc., For glazing in metal sashes, putty to be used shall conform to I.S.420-1953.

Bd.S.4. Mastic - For glazing in metal sashes, patent mastic shall be used instead of putty, when so specified in the special provisions or directed by the Engineer. Glass bricks shall be laid in mastic specified by the manufacturers of glass blocks or in 1:3 cement mortar if so specified in the special provisions.

Bd.S.5. Fixing -

A. In wooden frames and sashes - The glass panes shall be properly cut to fit the rebates of the frames and sashes truly with a slight minus margin of about 1.5 mm. on all sides. The rebates should not be less than 8 mm. in the frames and sashes. Before glazing, the frames shall be primed and prepared for painting so that the wood may not draw oil out of the putty and the putty may adhere properly. The rebate shall be puttied first and glass pane is then pressed into position and secured with glazier's springs and firmly back puttied. the rebates shall be neatly chamfered. The putty may be given a coat of oil paint or oil to match the side surface and also seal the edges of the putty to the glass. The putty shall be left for a week or so before painting to ensure its setting.

When so specified, for better class of work and larger panes of glass, the glass shall be bedded in putty and fitted to the frames with wooden beads or moldings and secured with brass countersunk or round headed screws or with brass screws and cups. For fixing plate glass or large sheets of glass, the glass shall be embedded in putty externally, but internally with leather velvet, felt, rubber or some similar material approved by the Engineer shall be used before fixing the beads.

When dry glazing is specified, the glass shall be held in place by molded wooden fillets fixed with brass screws. Round the end of the glass and between it and wooden fillets, a piece of chamois or wash leather shall be inserted to act as a cushion.

The mode of fixing shall be specified in the special provisions. If not so specified, panes up to 0.25 sq. m. shall be fixed without beads and larger panes shall be fixed with the use of wooden beads. Unless otherwise specified, all plate glass exceeding 0.5 sq. m. in area shall be fixed with the use of wash leather, felt, velvet etc., and beads.

B. In metal frames - The glazing in metal frames shall be done more or less in the same way as in wooden frames but the putty shall contain a hardening agent like litharge or a patent mastic shall be used as directed by the Engineer, since there will be no

absorption of oil as in the case of wooden frames.

Glazing in metal frames shall be done generally as specified in I.S.1081-1960.

C. Glass crete - In glass brick panelling, also called glass-crete work, the glass bricks shall be fixed in the required places in brick, stone or R.C. framework. Glass blocks shall be fixed in mastic in the manner specified by the patentee. The glass blocks may also be fixed in cement mortar 1:3 if so specified in the special provision. A strong bond shall be provided in the glass brick panelling and the side walls.

No glazing shall be considered complete until all stains have been removed from the surface of glass and wood work or metal frame. The contractor shall make good any glass broken by the work-people while fixing or cleaning. All doors and windows shall be cleaned, all damaged putty or glazing shall be repaired and the whole left perfect on the completion of the work.

Bd.S.6. Item to include - If the glazier's work is an independent item of work or forms a sub-item combined with any other item of work, the glazing rate shall include the following

:

(1) Providing the specified type of glass panes of the required dimensions and fixing material.

(2) Fixing the glass in the frame as specified, including cutting and waste.

(3) Repairing of any work damaged during execution.

(4) Labour, material, scaffolding and equipment to carry out the item.

Bd.S.7. Mode of measurement and payment - If glazier's work is not combined with any other item of work, and is to be paid independently, the contract rate shall be per square metre of glazed area fixed and completed in all respects. The panes shall be measured net from rebate to rebate. Each pane of glass shall be measured to the nearest 0.5 cm. both in width and height. the curved or irregularly shaped pieces shall be measured net. The area of each pane shall be worked out correct upto 2 places of decimals of a square metre and the areas of each class of glazing shall be worked out separately.

When glazing is included in a composite item of glazing and framework, no separate measurement for glazier's work shall be taken. The composite item for glazing and framework will be paid for separately at an inclusive rate.

The glass brick pan ceiling shall be measured net between the framework. The dimension shall be measured correct to two places of decimals of a metre and the area calculated correct to two places of decimals of a square metre. The brick, stone or R.C.C. framework shall be measured and paid separately.

SECTION –10
Concrete Work
(Item No.22)

Bd.E.2. Providing and laying in situ, cement concrete 1:2:4 for steps including centering, form-work compacting form work, compacting, finishing the exposed faces with sufficient minimum thickness of 1:3 cement plaster to give a smooth and even surface or roughening them if special finish is to be provided and curing.

Bd.E.2.1. General - The specifications pertain to the cement concrete required for the concrete steps. The concrete shall conform to the specification No.B.5 for ordinary cement concrete subject to the following:--

Bd.E.2.2. Proportion - Proportion of materials shall be 1:2:4.

Bd.E.2.3. Coarse Aggregates - Coarse aggregate shall be crushed from sound stones of the type mentioned in the item and of approved quality. The maximum size of coarse aggregate shall be 40 mm. and aggregate shall be properly graded from 40 mm. to 5 mm. and shall conform to specification No.A.6.

Bd.E.2.4. Placing - The concrete steps shall be cast strictly according to the size and shape as shown on the drawings or as directed by the Engineer. When the top surface of the step is not to be covered with other materials like tiles or is not to be provided with chequered design it shall be leveled and floated to a smooth finish while laying the concrete only. The floating shall be done so as not to bring any excess of mortar to the surface of the concrete. If so directed, chequered design shall be impressed on the treads when it is green at no extra cost.

Bd.E.2.5. Compaction - The Engineer may permit manual compaction.

Bd.E.2.6. Finishing - Immediately after removing the forms and within a day thereof, the exposed formed surfaces shall be roughened and finished smooth with 1:3 cement plasters to give a uniform surface and cured, unless special finishing is specified under a separate item. The concrete shall be done in such a way that the thickness of finishing plaster should not normally exceed 6 mm. In case a special finishing like tiling etc. is specified, the above noted cement plaster finishing shall not be done but the exposed surface, to receive special finish, shall be roughened. The specials finishing will be paid under a separate item in the tender.

Any tiling work for the treads and risers shall be done only after 48 hours after the placing of concrete.

Bd.E.2.7. Item to include - In addition to items mentioned in general specification

No.B.5.14 the item shall include roughening the exposed faces to receive the special finish specified under a separate item or otherwise finishing with minimum thickness of 1:3 cement plaster to give an even and uniform surface to formed surfaces remaining exposed. Treads shall have chequered design if so directed.

Bd.E.2.8. Mode of Measurement and Payment - According to specification No.B.5.15. The dimensions shall be measured before finishing plaster is applied on exposed formed faces.

SECTION –11
Lighting conductor System
(Item No.24 & 25)

Bd.W.1. Providing and fixing copper lighting conductor including copper rod, upper terminal tap conductor, earth plate excavating laying the conductor and refilling complete.

Bd.W.1.1.General - The item pertains to the provisions and fixing of lightning conductor including the upper terminal conductor earth plate.

Bd.W.1.2. Material - (a) Copper tape conductor 25 mm. x 3 mm.

(b) Solid copper rod upper terminal 19mm. diameter 1.5 m. long with a knob at the end with a conical spike on top.

(c) Suitable clamps to fix the conductor to the wall,

(d) Copper earth plate 1.5 mm, thick and one square meter in area.

(e) Charcoal and stand for filling.

(f) Cast Iron pipe of 60 mm, diameter including fittings shall conform to I.S. 1230-1979.

Bd.W.1.3.Fixing - The upper terminal shall be fixed vertically at the highest point on the building and shall be at least 1.5 m. long. The terminating cone on the knob shall have a height equal to the radius of its base.

The conductor tape shall be attached to the upper terminal at the lower end by double riveting and soldering and shall be fixed along the building face from outside, most exposed to rain with suitable hold-fasts, at every 1.3.m. or less. The conductor shall preferably be in one piece and shall be straight as far as possible. If required to be bent, the straight length between the ends of bend shall not be less than half the curve length. For a height of 3 metre from the ground the conductor shall be enclosed in a 60mm, diameter cast iron pipe secured to wall for protection from injury or theft. All metal surfaces, ridges, roofs gutters, etc, shall be connected to the conductor with metal connections.

All joints in copper rod and tapes besides being well cleaned. sand papered, screwed scrapped or riveted, shall be soldered in addition.

The lower extremity of the conductor shall be with metal connections.

Necessary trench and pit shall be excavated for laying of the conductor and the copper plate. The trench shall be 10 to 13 meters deep and shall lend to a spot 5 to 6 meters from the building.

A copper tape of 25mm x3mm, shall then be riveted and soldered to the lower end of the conductor and carried along the stretch up to the spot where the copper plate shall be buried, the other end of the tape shall be connected to the copper earth plate by riveting and soldering.

All the joints from the upper end of the top terminal to the earth plate shall be mechanical and electrically perfect.

The copper plate shall as far as possible be buried 60cm, to one metre below the subsoil water level in the driest season of the year. Where the permanent water level is deep it is necessary to provide shallow earth in trenches laid away from the building, the depths varying from 3cm, in clay soils to 60cm, in sand or single through which the rain percolates more freely. The length of these trenches shall be from 10m, to 30m, in dry soil.

Alternatively the conductor tape may be attached to a copper plug suitably riveted and soldered. This plug shall than be inserted into a water supply pipe by coupling or T joints.

The earth plate shall than be surrounded with charcoal. The copper conductor shall be laid in charcoal and the trench filled with sand.

The surface drainage shall, as far as possible, be directed towards the trench.

Generally copper tape and rod should not be painted. If so directed by the Engineer for architectural purposes, the upper terminal and the conductor shall be painted with a red oxide base and two coats of paints to match the adjacent wall. The oil painting shall conform to B.21.

Testing.- The lightning conductor shall be tested for the resistance by a suitable appse, The overall resistance of the complete conductor system from the top finial to the earth in wet weather should be about 1 to 2 ohms, It should never exceed 10 ohms. If the results are beyond the above limits, the defects shall be rectified so as to get satisfactory results.

Bd.W.1.4. Item to include –

(1) Upper terminal conductor, clamps, earth plate, cast iron pipe oil paints, charcoal and sand.

(2) Fixing upper terminal conductor earth plate, including clamps, double riveting and soldering excavating laying the conductor and copper plate in charcoal, filling trench with

sand, encasing conductor in cast iron pipe as specified.

(3) Testing.

(4) All necessary labour, materials and use of tools and equipment required for carrying out the item satisfactory.

Bd.W.1.5. Mode of measurement and payment –

The contract rate shall be for a unit of one meter length of the conductor. The measurement shall be for the length from the top of terminal to the lower end of the copper plate measured along the conductor and the square centre of the earth plate. No payment shall be made unless satisfactory test results are obtained and the work accepted.