GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT

TENDER SPECIFICATION
FOR
ERECTION OF 11 KV LINE AND 63 KVA TRANSFORMER TO PROVIDE
25 HP CONNECTIONS AT PAK DAM PROJECT YARANWADE KHADKA TQ.
WARUD DIST. AMRAVATI

SPECIFICATION NO/ EE/VHELID/ /2013-14

OFFICE OF THE
EXECUTIVE ENGINEER
VIDARBHA HYDRO ELECTRIC & LIFT
IRRIGATION DIVISION, AKOLA

June/2012                                      Price Rs. 1050/-
GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT

TENDER SPECIFICATION

FOR

ERECTION OF 11 KV LINE AND 63 KVA TRANSFORMER TO PROVIDE
25 HP CONNECTIONS AT PAK DAM PROJECT YARANWADE KHADKA TQ.
WARUD DIST. AMRAVATI

SPECIFICATION NO/ EE/VHELID/ /2013-14

Issued to Shri/M/s_________________________________________________

D. R. No. __________ Date __________

EXECUTIVE ENGINEER
VIDARBHA HYDRO ELECTRIC & LIFT
IRRIGATION DIVISION, AKOLA
DETAILED TENDER NOTICE
NO/ EE/VHELID/01/2013-14
GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT
VIDARBHA HYDRO ELECTRIC & LIFT IRRIGATION DIVISION AKOLA

Sealed tenders, in two envelope system in B-1 Form are invited from experienced and registered contractor on behalf of Governor of Maharashtra, by the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division, Akola for the work of Erection of 11 Kv line and 63 KVA Transformer to provide 25 HP connections at Pak Dam Project, Yaranwadi Khadka Tq. Warud Dist. Amravati...as per details given in specification.

Tenderer shall follow the detailed instructions given in "Instructions to tenderer’s” given in the specifications before submitting his tender.

1. Estimated cost of work : Rs. 10,20,507/-
2. Earnest Money Deposit : Rs. 10,300/-
   in form of Term Deposit receipt valid for one Year from Nationalized or Scheduled Bank.
3. Security Deposit : 5 % of the contract price.
4. Time limit for completion of work : Three Months from date of work order.
5. Period of issue of Blank tender Documents.
6. Last date of receipt of the enders :

7. Date and time for opening of Tender :
8. Validity of tenders : 90 days from the date of opening of tenders
9. Sale of tender documents : Rs.1050/- per copy payable in DD only.
   Cheque / Demand drafts / Postal order, towards payment of cost of tender documents will not be accepted.
10. Receipt of EMD FDR tender Document fees In original - Dt.03.07.2013  Time 10.00 Hours

office of the Executive Engineer
VIDARBHA HYDRO ELECTRIC & LIFT IRRIGATION DIVISION AKOLA
(Before opening of technical bid’s Date and Time)

Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of WRD, Government of Maharashtra i.e. https://wrd.maharashtra.etenders.in after entering the details payment of Rs.1050/- in the form of DD of scheduled or Nationalised Bank in favour of Executive Engineer, VIDARBHA HYDRO ELECTRIC & LIFT IRRIGATION DIVISION AKOLA and payment of EMD Rs.10300/- in the form of FDR of scheduled or Nationalised Bank in favour of Executive Engineer, VIDARBHA HYDRO ELECTRIC & LIFT IRRIGATION DIVISION AKOLA as per the Tender Schedule.

as per the Tender Schedule. Further information regarding the work can be obtained from the above office.

Detailed tender documents i.e. specification No. EE/VHELID/2013-14 containing instructions to tenderers, terms and conditions, technical specifications etc. can be obtained from the office of the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division, Akola. between 11.00 hours- to 16.00 hours, on any working day during the selling periods of tender documents, against payment of necessary price for tender documents.

A copy of the tender documents filled in and signed on each and every page of the tender documents as token of acceptance of departmental terms and conditions shall be put into sealed envelope along with other documents as described under instruction to Tenderers and submitted to the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division, Akola.

Tenders duly completed will be received by the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division, Akola on or before / /2013 up to 2.00 PM and will be opened on the same day, if possible, in the presence of authorized representative of the tenderers.

Tenders received without E.M.D. and / or which are not completed, are liable for outright rejections.

Right to reject any or all tenders without assigning any reasons is reserved by the undersigned.
QUALIFYING REQUIREMENT:

1) The contractor shall be registered in appropriate class with public works department of Govt. of Maharashtra. The certificate of Registration shall be furnished in envelope No.1
2) The Contractor must have experience of construction of overhead line of voltage 11 KV & above.

Executive Engineer
Vidarbha Hydro Electric & Lift Irrigation Division,
Akola.
TENDERING PROCEDURE: -

1.1 A. Blank Tender Forms.

Tender Forms can be downloaded from the eTendering Portal of Public Works Department, Government of Maharashtra i.e. https://wrd.maharashtra.etenders.in after entering the details of payment towards Tender Fees as per the Tender Schedule.

<table>
<thead>
<tr>
<th>Seq No</th>
<th>WRD Stage</th>
<th>Contractor Stage</th>
<th>Start Date &amp; Time</th>
<th>Expiry Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release Tender</td>
<td>-</td>
<td>05-06-2013 10:00</td>
<td>07-06-2013 17:00</td>
</tr>
<tr>
<td>2</td>
<td>Tender Download</td>
<td>Tender Preparation</td>
<td>10-06-2013 10:00</td>
<td>24-06-2013 18:00</td>
</tr>
<tr>
<td>3</td>
<td>Bid Preparation</td>
<td>-</td>
<td>10-06-2013 10:00</td>
<td>28-06-2013 18:00</td>
</tr>
<tr>
<td>4</td>
<td>Close For Technical Bid</td>
<td>-</td>
<td>29-06-2013 10:00</td>
<td>29-06-2013 17:00</td>
</tr>
<tr>
<td>5</td>
<td>Close For Price Bid</td>
<td>-</td>
<td>29-06-2013 10:00</td>
<td>29-06-2013 17:00</td>
</tr>
<tr>
<td>6</td>
<td>Bid Submission</td>
<td>-</td>
<td>30-06-2013 10:00</td>
<td>02-07-2013 17:00</td>
</tr>
<tr>
<td>7</td>
<td>Technical Bid Opening</td>
<td>-</td>
<td>03-07-2013 10:00</td>
<td>03-07-2013 17:00</td>
</tr>
<tr>
<td>8</td>
<td>Price Bid Opening</td>
<td>-</td>
<td>03-07-2013 10:00</td>
<td>03-07-2013 17:00</td>
</tr>
<tr>
<td>9</td>
<td>Tender Award</td>
<td>-</td>
<td>04-07-2013 10:00</td>
<td>03-08-2013 17:00</td>
</tr>
</tbody>
</table>

1.2.3 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

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

1.2.5 Tenderers should have valid Class III & above Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to https://maharashtra.etenders.in/mah/DigitalCerti.asp and follow the procedure mentioned in the document ‘Procedure for application of Digital Certificate’.
1.2.6 The Tenderers have to make a payment of Rs 1038/- online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

1.2.7 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:

Landline No. - 020 - 2531 5555 / 56

Mobile No. - 91679 69601 / 04 / 14

1.2.8 Tenderers should install the Mandatory Components available on the Home Page of https://maharashtra.etenders.in under the section ‘Mandatory Components’ and make the necessary Browser Settings provided under section ‘Internet Explorer Settings’

1.3 Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department is available at E-Tendering portal of P.W.Department i.e. https://pwd.maharashtra.etenders.in. The tenderer shall obtain clarification/help from assistance mentioned in para 1.2.7. No grievances/claims will be entertained on failure of submission of online bid.

A. Pre-requisites to participate in the Tenders processed by PWD:

1. Enrolment and Empanelment of Contractors on Electronic Tendering System:

The Contractors interested in participating in the Tenders of Public Works Department –processed using the Electronic Tendering System shall be required to enrol on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.
For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of PWD in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the PWD. Only empanelled vendors will be allowed to participate in such tenders.

The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enrol under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

2. **Obtaining a Digital Certificate:**

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

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

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

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

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorised User.

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

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.
3. **Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

4. **Set up of Computer System for executing the operations on the Electronic Tendering System:**

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

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

5. **Payment for Service Provider Fees:**

In addition to the Tender Document Fees payable to PWD, the Contractors will have to pay Service Providers Fees of Rs. 1,038/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

B. **Steps to be followed by Contractors to participate in the e-Tenders processed by PWD**
1. Preparation of online Briefcase:
All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.
In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

**Note:** Uploading of documents in the briefcase does not mean that the documents are available to PWD at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by PWD on the home page of PWD e-Tendering Portal on https://pwd.maharashtra.etenders.in under the section Recent Online Tender.

3. Download of Tender Documents:
The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents online by filling up details of Demand Draft towards the cost of Tender Form Fee.

4. **Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:**

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of PWD. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.

b. **Digitally signing the documents to be uploaded**

   The Contractors can scan the documents in any format viz. jpeg, jpg, bmp, tif, pdf etc. However avoid scanning the documents in pdf format. It is mandatory to upload all the documents with digital signature using Microsoft word/Excel.

   The brief procedure for same is given below.

   1. Open Microsoft word/Excel.
   2. Insert the scanned pages one by one.
3. Save the document by assigning a file name

4. Go to office button

5. Select prepare

6. Then add digital signature.

c. The Hashes are the thumbprint of electronic data and are based on one-way algorithm. The Hashes establish the unique identity of Bid Data.

d. The bid hash values are digitally signed using valid Class – II or Class – III Digital Certificate issued by any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.

e. After the hash value of bid data is generated, the Contractors cannot make any change/addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.

f. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

5. Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut-off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from PWD shall generate and digitally sign the Super Hash values (Seals).

6. Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from PWD has lapsed, the Contractors have to make the online payment of Rs. 1,038/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and
immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

**Note:** The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

**7. Shortlisting of Contractors for Financial Bidding Process:**

The Tendering Authority will first open the Technical Bid documents online of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

**8. Opening of the Financial Bids:**

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the PWD e-Tendering Portal immediately after the completion of opening process.

**9. Tender Schedule (Key Dates):**

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that
ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended

### INSTRUCTIONS TO TENDERERS

1. SEALED and super scribed tenders in two envelope system complete with all schedules and appendix tender form duly filled in and certificate shall be addressed to the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division,Akola. up to 14.00 Hrs. on / /2013 complete copies of the Department specification is required to be submitted along with tender.Tenders submitted by post should be sent by registered post and must reach to the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division,Akola, at above mentioned address on or before the date and time. This office is not responsible for any postal delay.

2. Detailed tender specification including the necessary terms and conditions of contract can be obtained from the office of the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division,Akola. on cash payment of Rs.1050/- (Rupees One thousand fifty only) per copy in person. The cheques, Demand Draft, Postal Orders etc. will not be accepted towards payment of tender specifications.

3. The work shall briefly comprises of as per details given in specification

4. The plant & equipment to be supplied shall be including but not limited to the equipment mentioned in specifications.

5. The rights is reserved to revise or amend the Tender Specifications prior to the date notified for the receipt of the tenders or to extend the date aforesaid such revisions of amendment of extension, if any shall be communicated to all concerned in the from of “Addenda” or by notice in the press as may be considered as suitable.

6. The tenderers shall carefully examine the instructions to Tenderers, General and special conditions of contract, general information and technical specifications, further, the
tenderers are informed to get themselves fully acquainted with all details of the site such as location, access, climatic conditions, availability of materials and labour living facilities required for carrying out the work. (etc. i.e. in general with all necessary information and data)

7. Submission of tender:-
The tenderer while submitting the tender shall submit his tender document in the separate sealed envelopes addressed to the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division, Gorakshan Road, Akola. in the following manner.

A) Envelope No. 1
The first envelope clearly marked as envelope No. 1 shall contain the following documents and information.

i) Covering letter of the offer which should specifically highlight the following points:-
a) Price of the all items in scheduled “B” at site shall be firm.
b) Undertaking of the tenderer to the effect that his tender is non-conditional.
c) List of enclosures to the covering letter as described under para (ii) below.

ii) List of enclosures to the covering letter:
a) Term Deposit Receipt/FDR . for a period of one year after the issue of tender documents of any Nationalized Bank or Schedule Bank for the amount of Earnest Money, or Bank Guarantee valid for one year from any Nationalized Bank or Scheduled bank, or Certificate of Exemption for payment of Earnest Money , if applicable.
b) Attested copy of Registration in appropriate Class with (Electrical) Public Works Department (Government of Maharashtra)
c) Attested copy of certificate of Valid Electrical Licence.
d) Income tax return of previous year, with PAN Card .
e) List of Machineries and Plants immediately available with the tenderer for use on this work and list of machinery proposed to be utilised on this work but not -immediately available and the manner in which it is proposed to be procure. (In the form of Statement III and Statement IV respectively)
f) Details of Technical Personal on the roll of the tenderer.
(In the form of Statement V)
g) The registration under clause No - 8 and 9 of the Maharashtra Value Added Tax Act - 2005 is obligatory for registered contractor and the same should be submitted in Envelope No. - 1 [Vide Govt. Resolution No. BDG-2005/ 324/ Bldg-2, Mantralaya, Mumbai Dated 3rd March].

h) Details of similar type of work and magnitude carried out by tenderer during last 3 years with certificate from Head of the office concerned (Information to be given as per Statement II) Statement should be supported by attested copies of certificate issued by office not below rank of Executive Engineer.

i) Details of works tendered for and in hand as on date of submission of the tender (Information to be given as per proforma of Statement I) if any (Not mandatory)

j) In case of partnership firm attested copy of partnership deed and power of attorney should be enclosed.

B) Envelopes No.2 (PRICE BID):-
The second envelope “Envelope No. 2” shall contain only the main tender issued by the Department.

The Tenderer should quote his offer online only in terms of percentage of estimated rates at the appropriate place (Page No.19) to be submitted only in Envelope No. 2 He should not quote his offer any where directly or indirectly in Envelope No. 1. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / Additional stipulations

Tenderer shall note this procedure carefully. He should quote his offer in the prescribed schedule forms of the tender specifications to be submitted only in Envelope No.2 He should not quote the offer anywhere directly or indirectly in Envelope No.1

The two sealed envelopes. Envelop No.1 and Envelope no.2 mentioned above again be put together in one common sealed envelope and submitted to the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division, Akola. This sealed cover shall be super scribed on the left hand corner as “TENDER No. & name of the work The full name and address of the tenderer and the name of the authorised agent delivering the sealed cover containing the tender shall be written in the bottom left hand corner. If submitted by post, the sealed envelope marked as above shall be enclosed in another cover properly addressed to the Executive Engineer at the above mentioned address and shall be sent by registered post with acknowledgment due. The date and time for receipt of envelope containing tender shall strictly apply in all cases. The tenderers should ensure that their tender is received by the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division, Akola before the expiry of the date and time.
No delay on account of any cause will be entertained for the late receipt of the tender. Tenders offered or received after the date and time is over will either not be accepted or if inadvertently accepted will not be opened and shall be returned to the tenderer unopened.

Tendered price shall be written in the prescribed “Schedules” enclosed with the tender, in English in ink, both in words and figures. In case of any discrepancy between words and figures, words shall prevail.

The rate shall be quoted in percentage only. Neither erasures nor overwriting shall be made in the price schedules and in general in tender document. Every correction shall he carried out by running the pen through the incorrect or unrequired portion and written the correct or required portion above. Any erasures, overwriting and corrections shall be attested by the dated initials of the tenderer.

All pages of the tender documents and condition etc. shall be initialed at lower left hand corner or signed whosoever required in the tender papers by the tenderer or person holding power of attorney authorising him to sign on his behalf.

No alterations or modifications shall be made in the various schedules which form part of the specification. Also any tender that is not accompanied herein or that does not include rates for all the items included in the “Schedules” shall be considered incomplete and is liable for rejection.

The tenderer may state in the letter forwarding the tender any point he may wish, but rights is reserved to reject the same or the tender, if the same becomes a conditional tender thereby.

8. OPENING OF THE TENDER
A. The tenderer or his authorised representative has a liberty to be present at the time of opening of the tender by the Executive Engineer Vidarbha Hydro Electric & Lift Irrigation Division, Akola.

B. ENVELOPE NO. 1
First of all Envelope No.1 of all tenderers will be opened one by one to verify contents as per requirements. If the various documents described under clause-7A (ii) (a) to (j) of this section and contained in this envelope do not meet the requirement of the department a note will be recorded accordingly by the tender opening authority and the said tender's envelope No.1 will not be considered for further action but the same will be recorded.
C. **ENVELOPE NO. 2**
This envelope shall be opened immediately after opening of envelope No.1 only if the contents as specified above of envelope No.1 are found to be acceptable to the department, and contents of the envelope No.2 shall be then read out.

9. **VALIDITY OF TENDERS.**
This tender shall remain valid for a period of 90 days from the date of opening tenders.

10. **ACCEPTANCE OF THE TENDER**
The Government is not bound to accept the lowest tenders and reserves the rights to reject any or all tenders or to accept the tender in part without assigning any reason whatsoever therefore. Telegraphic quotations will not be considered. Further, the acceptance of the tender shall be communicated to the successful tenderer, in writing by the Executive Engineer within the validity or the extended validity of tender.

11. **EARNEST MONEY DEPOSIT**
Earnest Money Deposit of Rs.10,300/- must accompany along with the tender in the form as mentioned below:
Term Deposit Receipt (FDR) valid for a period of one year issued by a Nationalized/ Scheduled Bank duly made in the name of EXECUTIVE ENGINEER VIDARBHA HYDRO ELECTRIC AND LIFT IRRIGATION DIVISION AKOLA
OR
Bank Guarantee issued by Nationalized/ Scheduled bank valid for 1 year.

**NOTE:**
Tenderers registered with the director of industries, Maharashtra as S.S.I. Unit or the Director General of Supplies and Disposal New Delhi or the National Small Industries Corporation, New Delhi for the work covered by this specification are eligible for exemption from payment of Earnest Money Deposit provided the manufacturing unit, is situated in Maharashtra. Such tenderer must attach to the tender a Photostat copy of the required valid Registration Certificate.

OR
Tenderers registered with PWD Electrical Maharashtra having valid EMD Exemption
The earnest money deposit shall be valid for a period of 365 days from the date of receipt of tender. Tenders not accompanied with Earnest Money Deposit will be out rightly rejected. If during the period, between opening of tenders and award of contract, the tenderer withdraws his tender, the earnest money deposit will be forfeited.

The Earnest Money Deposit will be returned promptly to the unsuccessful tenderers. The earnest money deposit will be returned to the successful tenderer after he furnished the security cum performance bank guarantee immediately after receipt of intimation of acceptance of tender and duly enter into the contract agreement within 7 days from the date of issue of letter accepting his tender. If the successful tenderer fails to furnish the security cum performance bank guarantee, his earnest money deposit will be forfeited.

12. **I.T. RETURN:**
   An Income Tax return copy for the previous year.

13. **PRICE**
   The Price of the work to be carried out shall be quoted in percentage basis to the estimated cost. The quoted percentage shall be written in figures and in words below or above with respect to estimated cost clearly in Tender Form.

14. **COMPLETION PERIOD**
   The work under the scope of this specification shall be completed within Three Months from the date of work order.

15. The contractor shall study the site and General Condition and the location of work site and the availability of labour, Power Supply, Water supply, Transportation facilities etc. as required for execution work. The certificate if required shall be obtained from the department well in advance in writing before submission of the tender. It will be deemed that all necessary site information's and details are required have been personally verified before submission of tender by contractor for completing the jobs as per tender specification.

16. All the required material for execution of the work shall be of best quality conforming to the relevant I.S. specification and shall be preferably approved and specified acceptable
makes, and the contractor shall specifically mention the makes of equipments offered by him along with his offer.

17. No staff quarters shall be provided by the department, no unauthorized person will be allowed to enter, stay and halt at the site of work. The department shall not provide any skilled and / or unskilled labour at any time and does not assure any help or use of any departmental tools and plants.

18. The contractor shall be responsible for transport proper storing, watching and guarding and complete safety of the material and machinery covered under this contract till they are taken over by the department. Insurance against damage or loss in transit and up. to the time of taking over of the complete work by department, shall be arranged by the contractor at his cost.

19. It shall be the responsibility of the contractor for loading, unloading, transporting etc. no Railway receipt shall be sent to Engineer-in-charge and if sent same shall be returned back and the contractor shall be responsible for all consequence such as damage, demurrage, etc. resulting from not taking the delivery, Department shall not be responsible for this nor shall it be done on behalf of the Contractor.

20. The contractor shall quote for the indigenous equipment as far as possible covered under the contract. No foreign exchange and import license if required shall be given by department; it shall be arranged by the contractor independently at his cost.

21. The contractor shall make his own arrangement at his own cost to get water and power required for - execution of work. Department shall not take responsibility in this regard.

22. The contractor shall appoint a well qualified experienced Resident Engineer as a day to day in charge of work. Instructions and orders given to him shall be deemed to have been given to the contractor.

23. It should be clearly noted that the contractor has to strictly comply with the conditions and the specification laid down in the tender and no variations or deviations are permissible, If
any tenderer desires to have any deviations, the same shall be brought out separately with financial valuation for comparison. However, it shall not be accepted. Unless it is specifically approved.

24. Acceptance of tender shall not mean approval to the designs and drawing submitted with the tender which shall be treated as tentative and deviation and deficiencies, if noticed during detailed designing shall be rectified by the contractor without any extra cost to the department.

25. The contractor shall submit the program of work immediately after award of work indicating the progress to be achieved for completion within stipulated time limit. It shall be received form time to time and received in necessary to acceleration the progress of work so as to complete it within targeted time.

26. The contractor immediately after award of work shall submit the detailed working drawings, designs for approval which shall be scrutinized by the department. Any modification and alterations as asked shall be carried out by the contractor, without any extra cost to the department. The actual execution of work shall be started only after receipt of approval to the detailed drawings and design, calculations from the competent authority.

27. All equipments irrespective of whether specified or not shall be tested at manufacturers work as per I.S. and the test certificates shall be furnished. However if the Engineer-in-charge, desires to witness the testing of any of the equipment, the contractor shall have to arrange for the same at his cost at the manufacturer’s works.

28. All Electrical installation shall be carried out as per the provisions of I.E. Rules, and requirements by Statutory Authorities and it shall be the responsibility of the contractor to get the installation approved from the Electrical Inspector. All the fees required under the rules for the approval and testing etc. shall have to be borne by the contractor.

29. The designs and execution of various equipment’s covered under this contract shall be conforming to relevant I.S. Standards, Standard Reference Books and as per the Standard
Engineering Practice, so as to meet the functional, technical, structural and aesthetic requirements.

30. After completion of the work the contractor shall have to give satisfactory test and trial run of the equipment’s for 72 hours.

31. The completion should give complete testing after completion of Installation of the equipment’s and machinery to determine the guaranteed performance of the machinery and equipment's. The testing shall be carried out as specified in the relevant applicable I.S. for the machine and equipments. All testing equipments required to determine the performance shall have to be calibrated as per the requirement by the contractor at his cost.

32. All assembly drawing, circuit diagram operation and maintenance and spare part booklet of all machinery shall be Handed over to the Engineer-in-charge free of cost. Completed installation shall be handed over to the Engineer-in-charge.

33. The machinery, equipment and installation shall be guaranteed for twelve calendar months, from the date of commissioning. During the guarantee period any defect noticed either in design, manufacture, workmanship, the physical or material composition of the equipment's is noticed the same shall be made good by the contractor at his own cost and if such defect is not attended to by the contractor in reasonable time the same shall be carried out at the risk and cost of the contractor.

34. The mishap of accident that may occur during execution of work to any labour or third party by the cause whatsoever will be at contractor's risk and cost. Such accidents etc. will have to be reported to the Engineer-in-charge and concerned department of Government and all necessary compensation as per rules will have to be borne by the contractor only. If the contractor fails to comply with the same it shall be done by the department and all the expenditure will be recovered from the contractor.

35. All taxes and duties of the Central Government, State Government, or local bodies applicable shall be fully borne by the contractor. The tendered rates for the item shall be deemed to have inclusive of all such taxes and duties.
36. The contractor has to carry out the work as per the approved plans and designs as per the relevant applicable I.S. specification, standard code of practice, standard reference books and as directed and approved by the Engineer-in-charge. It shall be the responsibility of the contractor to inform the representatives of Engineer-in-charge the date and time of carrying out the installation work so as to enable them to inspect and / or supervise the work to execute as per the requirement and specification. If the contractor fails to do so and subsequently if it is found that work is not carried out as per requirement specification and as per standard Engineering practice, the same will have to be re-executed by the contractor as directed by the Engineer-in-charge without any extra cost to the department.

37. After completion of the work the contractor should prepare the RECORD DRAWING as actually executed, complete with all dimensions, levels and details of equipments / machinery and submit the same in five copies to the department failing which the final payment shall not be made.

38. PAYMENT
All the taxes & duties of the Central Government / State Government or Local bodies shall be all inclusive & payment will be made strictly as per the executed quantity of work mentioned in Schedule 'B'.
Payment will be released as per availability of funds.

Signature of Contractor

Address:

Executive Engineer
Vidarbha Hydro Electric & Lift Irrigation Division,
Akola.
Form B-1

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

DEPARTMENT : GOVERNMENT OF MAHARASHTRA
             WATER RESOURCES DEPARTMENT
CIRLCE : Vidarbha Hydro Electric & Lift Irrigation Circle,
         Nagpur
DIVISION : Vidarbha Hydro Electric & Lift Irrigation Division,
           Akola
NAME OF WORK : Erection of 11 KV line and 63 KVA Transformer to provide 25 HP connections at Pak Dam Project, Yaranwadi Khadka Tq.Warud
              Dist.Amraavati

General Rules and Directions for the Guidance of Contractors:

All works proposed to be executed by contract shall be notified in all form of invitation of 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 of submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, octroi dues and ground rents will be granted. 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 Governor of Maharashtra such specifications with designs and drawings shall form part of the accepted tender.
In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.

2. A) i) The contractor shall pay along with the tender the sum of Rs 10,300/- (Rs. Ten thousands three hundred only.) as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender* Treasury challan /call deposit receipt or short term deposit receipt for a period of one year of any scheduled Bank for the like amount in favor of the Executive Engineer. The said amount of earnest money shall not carry any interest whatsoever.

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

iii) If, after submitting the tender, the contractor withdraws his offer, or modifies the same or 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 government hereunder, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

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

(* Strike out which is not required)

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

4. Any person who submits a tender shall fill up the usual printed 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 rate of such percentage on all the estimated rates / scheduled rates shall be named. Tenders which propose any alteration in the works specified in the said form of invitation to tender, or in
the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any other conditions, of any sort, will be liable to rejection. No printed form of tender shall include a tender for more than one works but if contractor who wish to tender two or more works, they shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

5. The Superintending Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in rule-1. In the event of the tender being rejected, the competent officer shall authorise to refund the amount of the earnest money deposited to the contractor on his giving a receipt for the return of the money.

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

7. No receipt for any payment alleged to have made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Department and their rates shall be filled in and completed by the office of the Superintending Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All works shall be measured net by standard measure and according to the rules and customs of the Department and without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.

11. Every unregistered contractor shall, (unless exempted in: writing by the Executive Engineer concerned) produce along with his tender a solvency certificate to the extent of 20% of the tendered cost of work from the collector of the District or Tahasildar of Taluka within which he resides or a banker’s certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.

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

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

13. The measurements of work will be taken according to the usual methods in use in the Department and no proposal to adopt alternative methods will be accepted. The Executive Engineer’s decision as to what is the usual method in use in the Department will be final.

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

15. Every Tenderer shall furnish along with the tender, information regarding the income tax Circle or ward of the district in which he is assessed to income tax the reference to the number of assessment and the assessment year and a valid Income Tax clearance certificate.

16. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the department for the purchase of plant and machinery required for, the, execution of the work contracted for (GCB/PWD/CFM/1058-62517 dated 26.9.1959).

17. The contractor will have to construct shed for storing controlled and valuable materials issued to him under schedule ‘A’ of the agreement, at the work site, having double locking arrangement. The materials will be taken far use in the presence of the Department person. No materials will be allowed to be removed from the site of work.

18. The contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of statement No. III.

19. Every unregistered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him, in the form of statement No. (V).

20. Successful tenderer will have to produce to the satisfaction of the, accepting authority a valid and current licence issued in his favour under the provisions of contract labour (Regulation and Abolition Act, 1970) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.

21. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so his failure will be a
breach of the contract and the Superintending Engineer/Executive Engineer may in his
discretion cancel the contract. The contractor shall also be liable, for any pecuniary
liability arising on account of any violation by him of the provisions of the Act.

22. Wherever the word Department appears in this contract the Water Resources department
of the Government of Maharashtra shall be implied.
TENDER FOR WORKS'

I/We hereby tender for the execution, for the Governor of Maharashtra (hereinbefore and hereinafter referred to as ‘Government’) of the work specified in the under written memorandum within the time specified in such written memorandum at *

__________________________________________  percent below/above the estimated rates entered in Schedule ‘B’ (memorandum Showing items of work to be carried out) and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in Rule-1 hereof and in clause 12.0 of the annexed conditions of the contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule ‘A’ hereto.

(* In figures as well in words)
### Memorandum

1) If several sub-works are included they should be detailed in a separate list.

| a) General description:- Erection of 11 KV line and 63 KVA Transformer to provide 25 HP connections at Pak Dam Project, Yaranwadi Khadka Tq. Warud Dist. Amravati |
|---|---|

| b) Estimated cost | Rs.10,20,507/- |
| c) The amount of E.M. to be deposited shall be in accordance with the provisions of para 204 and 205 of the M.P.W. manual Earnest Money @1% | Rs.10,300/- |
| d) This deposit shall be in accordance with paras 211 and 212 of the M.P.W. manual Security Deposit 5% | Rs.51,100/- |
|   | i) Cash or Bank Guarantee or TDR (not less than the amount of E.M.) @ 2.5% Rs 25,550/- |
|   | ii) to be deducted from I ^st R.A. bills @ 2.5% Rs. 25,550/- |
|   | Total 5% Rs 51,100/- |
| e) This percentage where no security deposit is taken, will vary form 5% to 10% according to the requirement of the case where S.D. is taken. See note-1 to clause of conditions of contract Percentage, if any to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work, as measured by the cost, is done. | As per d (i) & (ii) |
| f) Give schedule where necessary showing dates by which the various items are to be completed Time allowed for the work from the date of written order to commence | Three Months |
2) I/We agree that the offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority, Treasury Bank Challan No. and date or Deposit at call receipt No. and date or term deposit receipt for a period of one year receipt No____________ date _________ in respect to the sum of Rs. _______/- in words (Rs. _________) representing the earnest money is herewith forwarded. The amount earnest Money shall not bear interest and shall be liable to be forfeited to the Government should I/We fail to (i) abide for the stipulation to keep the offer open for the period mentioned above.

Or

(ii) sign and complete the contract documents as required by the Engineer and furnish the S.D. as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of the annexed General conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

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

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

Receipt No __________ Dated ___________.from the Government treasury or sub-Treasury at _____________ in respect of the sum of Rs. ___________.

*______________________________________________________ is herewith forwarded representing the E.M. (a) the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of S. D. specified in the above memorandum, in accordance with clause I (A) of the said conditions, otherwise the said sum of Rs.__________________________________________

* Amount to be specified in words and figures.
* Strike out (a) if no cash security deposit is to be taken.

Contractor: ___________________________ Signature of the contractor
Address: _____________________________ before submission of tender

Dated the __________ Day of __________ 2012

(Witness) ___________________________ Signature of the witness
to contractor’s signature
Address: _____________________________

(Occupation)

The above tender is hereby accepted by me for and on behalf of the Governor of Maharashtra.
Dated the __________ Day of __________ 2012

Signature of the officer by accepted.
CONDITIONS OF CONTRACT

Clause- 1: 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 & assigns) shall, (a) within 10 days (which may be extended by the Executive Engineer concerned up to 15 days if the Executive Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (b) (Permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to 5% (Five percent) of all money so payable such deductions to be held by Government by way of security deposit). Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (a) above, then and in such case, if the sum so deposited shall not amount to 5% (Five percent) of the total estimated cost of the work, it shall be lawful for Govt. at the time making any payment to the contractor for work done under the contract to make up the full amount of 5% (Five percent) by deducting a sufficient sum from every such payment as last afore said until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising thereon.

Note (* This will be the same percentage as that in the tender at (e)
from or from any sums which may be due or may become due to Government to the contractor under any other contract or transaction of any nature or any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid, any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount, of the security deposit to be paid in a lump sum within the period specified at (a) above is not paid, the tender contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The amount of the security deposit lodged by a contractor shall be refunded along-with the payment of the final bill, if the date up to which the contractor has agreed to maintain the work in good order is over. If such date is not over only 90% amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the Government shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to
which the contractor has agreed to maintain the work in, good order then, subject to provisions of clause 17 and 20 hereof' the amount of security deposit retained by Government shall be adjusted to wards the excess cost incurred by the Department on rectification work.

**Compensation for delay**

**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 the 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 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 Executive Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

Note: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the officer competent to accept the contracts after
taking into consideration the circumstances of each case and abide by the programme of detailed process laid down by the Executive Engineer.
The following proportion will usually be found suitable:

In 1/4, 1/2, 3/4, of the time

Reasonable progress of Earth Work 1/6, 1/2, 3/4 of
The total value of the work to be done.

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

In the event of the contractor failing of comply with this conditions, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer (whose decision in writing shall be final) may decide. of the said estimated cost of the whole work of 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. Executive Engineer should be the final authority in this respect., irrespective of the fact that the tender is accepted by the Chief Engineer, Addl. Chief Engineer/ Executive / Executive Engineer or Assistant Engineer/ Deputy Engineer.

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 this security deposit whether paid in one
sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Engineer on behalf of the Governor of Maharashtra, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government.

a) To rescind the contract (for which rescission notice in writing to the contractor under the name of Executive Engineer shall be conclusive evidence) and in that case the S.D. of the contractor shall stand forfeited and be absolutely at the disposal of Government.

b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools, and plant and charges on additional supervisory staff including the cost of work charged establishment employed for getting the unexecuted part of the work 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 to be incurred and to the value of the work 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 this hands, and to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contract agency) additional supervisory staff
including the cost of work charged establishment and 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 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 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 Govt. even if, the certified value of the work done department or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that
w lich ,ever 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 arrangement or made any advance on account of or with a view to the execution of the work or the performance of the contract.

**Clause-4:** If the progress of any particular portion of any 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 under clause 3 (b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

**Clause-5:** In any case in which any of the powers conferred upon the Executive Engineer by clause 3 & 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (b) or (c) of Clause 3, he may, if he so desires, take possession of all any tools and plant,
materials and stores in or upon the work of the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer, may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorised agent require him to remove such tools 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 company with any such requisition, the Executive Engineer may remove them at the contract’s expenses or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expenses 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 or in the opinion of Executive Engineer, or Chief Engineer as the
cause may be if in his opinion, there were reasonable
grounds for granting an extension, grant such
extension, as he thinks necessary or proper. The
decision of the Executive Engineer in this matter
shall be final.

Final Certificate

Clause-7 : On the completion of the work the
contractor shall be furnished with a certificate by the
Executive Engineer (hereinafter called the Engineer-
in-charge) of such completion, but no such certificate
shall be given nor shall the work be considered 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 executing the work, nor
un till the work, shall have been measured by the
Engineer-in-Charge or where the measurement have
been taken by his subordinates until they have
received approval of the Engineer-in-Charge, the
said measurements being binding and conclusive
against contractor. If the contractor shall fail to
comply with the measurements of this clause as to
the removal of scaffolding surplus materials and
rubbish, and cleaning of dirt on or before the date
fixed for the completion of the work the Engineer-in-
Charge may at the expenses of the contractor,
remove such scaffolding surplus materials and
rubbish, bad dispose off the same as he thinks fit and
clean off such dirt as aforesaid and the contractor
shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realised by the sale thereof.

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

Clause-9: The rates for several items of work estimated to cost more than Rs. 1000/- 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 may made payments on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Clause-10: A bill shall be submitted by the contractor in each month or before the date fixed by the Engineer-in-charge for all work executed in the previous months, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified & the claim so far as it is admissible, shall be adjusted, if possible, within tell days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge, may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorised agent whose counter signature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which, shall be binding on the contractor in all respect.
**Bills to be on printed forms**

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

**Stores supplied by Government**

**Clause-12:** If the specification or estimate of the work provides for the use of my special description of materials to be supplied from the store of the Departmental Store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and store 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 of 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 any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit or the proceeds of the sale thereof if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the, contractor shall remain the absolute property of Government & shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion
or termination of the contract shall be returned to the Departmental store of 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 materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damages to any such materials.

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

**Works to be executed in accordance with specifications drawings, 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 regards materials and every other respect in strict accordance with specifications. the contractor shall also confirm exactly, fully, & faithfully to the designs; drawings and instructions in writing relating to the work sign 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 work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract Drawings and workings if required by him,
Alternations in specifications & designs not to invalidate contracts.

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

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 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 in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates on the Dn. or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the addl. or altered work for which no rate is entered in the schedule of rates of the Division is ordered to be carried out before the rates are agreed upon then the contractor shall within the seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work. And if the Engineer-in-charge does not agree shall be supplied at the rate of Rs.______ per set of contract drawings and Rs.________ per working drawing except where otherwise specified.
to this rate, he shall, by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out, in such manner as he may consider advisable provided always that if the contractor shall commence work or in cure any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as afore said according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of Executive Engineer of the DIVISION will be final.

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

Extension of time in consequence of additions or alternations.

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 proportions shall conclusive.

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 whatsoever (other than default on the part of the contractor for which the Government is entitled to rescind the contract) desires that the whole or any
part of the work speeded in the tender, should be suspended for any period of that the whole or part of the work should not be carried out, at an he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith, suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or in pensation 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 continuous' period exceeding 90 days the contractor shall be liberty to withdraw from the contractual obligations under the contract so far 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 measurement 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 period of 90 days from a 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 to 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 remained idle on the site or on the account of his having and to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary of wages for the first 30 days whether consecutive or in the aggregate, or such suspension or in respect or any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer-in-charge in this regard shall be final and conclusive against the contractor.

(4) In the event of -

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

(ii) Withdrawal by the contractor from the contractual obligations 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 or items originally tendered on account of any alteration, omission on substitution in the specifications, drawings, designs or instructions under clause 14 (1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rate 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 (iii) notice under clause 14 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided, however such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantity 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): The contractor shall not be entitled
compensation on account of loss due to delay in supply of material by Government to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule ‘A’ where such delay is caused by

i) Difficulties relating to the supply of railway wagons

ii) Force measure.

iii) Act of God.

iv) Act of enemies of the state or any other reasonable cause beyond the control of Government in the case of such delay in the supply of materials, Government shall grant, such extension of time for the completion of the 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.

Time limit for unforeseen claims

Clause - 16: Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

Action and compensation payable in case of bad work

Clause 17: If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in-charge or, his subordinate in charge of the work, that any work has been
executed with unsound, 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 30 specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so contains and incase of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor, should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Work to be open to Clause - 18: All works under or in course of
inspection

Contractor or responsible agent to be present

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

Clause - 19 : The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work, and, if any work shall be covered up or placed beyond the reach of measurement without such notice hewing 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.
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Executive Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor liable for damage done &amp; for imperfections</td>
<td><strong>Clause -20</strong> : If during the period of months/years from the date of completion as certified by the Engineer-in-charge pursuant to clause- 7 of the contract or________ or________ months/years, after commissioning the work, whichever is earlier, in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling &amp; 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 negating to commence execution of the said rectification work within the period prescribed therefore in the said notice and/ or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and the cost of the contractor. The contractor shall forthwith on demand pay to the Government the amount such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be I final and binding of 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, the same may be recovered from the contractor as arrears of land</td>
</tr>
</tbody>
</table>
The Government 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 to the contractor either in respect of the said work on any other work whatsoever or from the amount of security deposit retained by Government.

Clause-21: The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the correct, be supplied from the departmental stores), plant, tools, appliances, implements, ladders, cardage, tackle, scaffolding and temporary work, requisite or proper for the proper execution of the work, whether in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these 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 is entitled to require together with the carriage there for 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 settout works and counting, weighting 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 expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his
security deposit or the proceeds of sale thereof, or of 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 consent of the contractor be paid for compromising any claim by any such person.

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

Clause -21 (A): The contractor shall provide suitable scaffolds and working platforms gangways and stair ways and shall comply with the following regulations in connections therewith.

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

(b) A scaffold shall not be constructed taken down or substantially altered except:

(i) Under the supervision. of a competent and responsible person; and

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

(c) All scaffolds and appliances connected therewith and ladders shall

(i) be of sound material;

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

(iii) be maintained in proper condition.

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

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

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

(g) Scaffold shall be periodically inspected by the competent person.

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

(i) working platform, gangways, stairways shall
(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 of persons tripping or slipping; and.

(iii) be kept free from any unnecessary obstructions,

(i) In the case of working platform, gangways,
working places and stairways at the height exceeding
3 meters.

(i) Every working platform, and every, gangway
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 suitable fenced.

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

(1) When persons are employed on roof where there
is a danger of falling from a height exceeding 3 Mtrs.
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 contract(s) will have to make payments to the labourers as per Minimum wage;) 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 find adequate strength and free from patent defect, and

(ii) be kept in good repair and in good working order.

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

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

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

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

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

(g) In the case of every hoisting machine and of every chain, ring, hook, shackle swivel and pulley block used in hoisting of 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 proceeding 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 efficient 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.

**Measure 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 Executive Engineer. When such permit is given, and also in all cases when destroying cut or dug up trees brush-wood, grass etc. By fire; the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding properly. The contractor shall make his own arrangements for drinking water for the labour employed by him.

**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 Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by The Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Executive 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 Government to contractor under this contract or otherwise.

The contractor shall bear the expenses of defending
any action or other legal proceeding that may be brought by any 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.

**Employment of female labour**

Clause -24: The employment of female labours on works in neighborhood of soldiers barracks should be avoided - as far as possible

**Work on Sunday**

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

**Work not to sublet**

Clause -26: The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or 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 employment of Government in any way relating to his office or employment or if any such officer or person shall be 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 there upon stand forfeited and be absolutely at the disposal of Government and the same consequence, 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.

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

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.

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

Clause -30: Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in force, the decision of the Executive Engineer of the DIVISION 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 herein before mentioned and as to the quality of
workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion of abandonment thereof.

(2) The contractor may within thirty days of receipt by him of any order passed by the Executive Engineer of the DIVISION as aforesaid appeal against it to the Chief Engineer concerned with the contract, work of 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 (Rs. One lakh).

(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 Secretary, public works Department/ Irrigation Department who if convinced that prima facie the contractor's claim rejected by Executive Engineer/Chief Engineer is not frivolous and that there is some substance in the claim of the contractors as would merit a detailed examination and decision by the standing Committee shall put up to the Standing Committee at Government level for

**Clause -31:** The contractor shall obtain from the Departmental stores, all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up any articles required therefore or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule in Form-A attached to the contract and if they are not entered in the said schedule they will 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 sum in estimate**

**Clause -32:** When the estimate on which a tender is made includes 1639582* 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 as 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 specification**

**Clause -33:** In the case of any class of work for which there is no such specification as is mentioned in Rule-I such work shall be carried out in accordance with, the Divisional Specifications &. in the event of there being to. Divisional Specification then in such case the work shall be carried out in all respects in accordance with all instructions & requirements of the Engineer-in-charge.

**Definition of work**

**Clause -34:** The expression works or work where used in these conditions shall unless there be something in the subject or context repugnant to such construction, be construct 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.

**Contractor’s 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.

**Refund of quarry fees & royalties**

**Clause -36:** All quarry fees, royalties, octroi dues and ground rent for stacking materials, of any, should be paid by the contractor, who will, however, be entitled to a refund of such of the charges as are permissible under rules, on obtaining a certificate from the Engineer-in-charge that the materials were required for use on Government work.

**Compensation**

**Clause -37:** The contractor shall be responsible for
and shall pay any compensation to his workmen’s
payable under the workmen compensation Act 1923
(VIII of 1923) (hereinafter called the said Act.) for
injuries caused to the workmen. If such
compensation is payable paid by Government as
principle under sub-section(1) of section 12 of the
said act on behalf of the contractor, it shall be
recoverable by Government from the contractor
under sub-section (2) of the said section. Such
compensation shall recover in the manner laid down
in clause-1 above.

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 Government, the same shall be
recoverable from the contractor forthwith and be
deducted without prejudice to any other remedy of
Government from any amount due or that may
become due to the contractor.

Clause -37 (B): The contractor shall provide all
necessary personal safety equipment and first aid
apparatus available for the use of the persons
employed on the site and shall maintain the same in
condition suitable for immediate use at any time and
shall comply, with the following regulation, 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 or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

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

**Clause -37 (C):** The contractor shall duly comply with the provisions of the Apprentices Act-1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act 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 arid said Rules.

**Clause -38 :**

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

(2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing different percentage of permissible variation in 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. 5000/-

(3) The contractor shall if ordered in writing by the Engineer-in-charge so to do, also carry out any quantities in excess of the limit mentioned in sub-clause (2) hereof on the same conditions as & in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates, (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited. For the purpose of operation of this clause, this cost shall be taken to be Rs. __________ (in words Rs. __________ ____________________________)

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

Employment of Famine labour etc.  

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

Claim for compensation for

Clause -40: No compensation shall be allowed for any delay caused in the, starting of the work on
delay in starting the work

account of acquisition of land or in the case of clearance works, on account of any delay in according to sanction of estimates.

Claim for compensation for delay in execution of work

Clause -41: No compensation shall be allowed for any delay in the execution of the work on account of water, standing in barrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, soil, water standing in borrows pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work

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

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

Clause --43 :
(i) No contractor shall employ any persons who are 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 (Newar).

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

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

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

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

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

Method of payment

**Clause -44:** Payment to contractors shall be made by cheque drawn on any treasury within the Division convenient to them provided the amount exceeds Rs. 10/-. Amount not exceeding Rs. 10/- will be paid in cash.

Acceptance of

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

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

**Clause - 47:** The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge private purchaser for the same class and description the controlled price or price permissible under Hoarding and Profiteering Ordinance 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 confirm with the controlled price on the permissible, under 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 tendered rate shall be inclusive of all taxes, rates and cases and shall also be inclusive of the tax, leviable in respect of works contract under the provisions of the Maharashtra Sales Tax on transfer on property in goods involved in the execution of works contract Act. 1985 (Maharashtra Act No. XIX of 1985)

**Clause -48 :** The rates to be quoted by the contractor must be inclusive of sales tax. No Extra payment on this account will be made to the contractor

**Clause -49 :** Incase 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 sales tax will be recovered on such sale.

**Clause -50: ** The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours 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

---

Maharashtra Act XIX of 1985,
Clause regarding Turnover Tax vide P.W.D. Circular No. CAT 1086/Cr-330 Bldg-2 Dt. 10/06/1987
charge of the said work, obtain the rest of the requirement of unskilled the labour from outside the above scheme.

**Clause - 51:** Wages to be paid to the skilled and unskilled labourers engaged by the contractor.

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

**Clause- 52:** All amounts whatsoever which the contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (i) materials and, or stores supplied/issued hereunder by the Government to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Government to the contractor for execution by him of I the work and or on which advances have been given by the Government to the contractor shall be deemed to be arrears of the Lapd Revenue and' the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of Revenue.

**Clause -53:** The contractor shall duly comply with all the provisions of the contract labour (Regulation and Abolition) Rule 1971. If the contractor fails neglects to pay wages at the said rates or makes short payment and the Government makes such payment of wages in full or part thereof less paid by the contractor as the case may be, the amount so paid by the government to such workers shall be deemed to
be arrears of Land Revenue and the Government shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Government to the contractor hereunder of from any other amount payable by the Government.

**Clause - 54:** The contractor shall engage apprentices such as bricks layer, carpenter, wireman, plumber, as well as black smith as recommended by the State Apprenticeship Adviser Director and Technical Education, Dhobi Talav, Bombay No.1 on the construction work (Government of Maharashtra, Education Dept. No. TSA-5172/ T-56689 Dt.7/7/1972).

**Clause - 55:** The tendered rates shall be inclusive of all taxes, rates and cesses and shall also be inclusive of the tax leviable in respect of works contract tender the provision of the Maharashtra value added tax (VAT) ACT - 2005 for the purpose of leavy of tax (vide Govt Resolution No. - BDG-2005 |É>Gò. 234/ ¦ÊÊ®üÊÔ-2,ÊÆÊjÊÈ±Ê®, ÊÔÆÈÊÊÊ,<Ç Èn.- 3 ÊÊÈÊÊÇ 2008.

**Clause - 56 :**
(a) Anti Malaria and other health measures shall be as directed by the Joint Direction of Health Services, Pune.
(b) Contractor shall see that the mosquitogenic conditions are not created so as to keep vector population to minimum level.
(c) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under
National Malaria Erudition programme and as directed by the Joint Director (M&F) of Health Services, Pune.

(d) In the 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 Government on anti malaria measures to control the situation in addition to fine.

(e) The contractor shall make sufficient arrangement for draining away the silage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulations, bye-laws and directions given, from time to time by the local or public authority in connection with this work and shall pay fees or charges which are laviable on him without any extra cost to Government.

Clause - 57: (a) A contractor shall have to furnish income tax clearance certificate before his tender is considered and also income tax assessment number and date under which these are assessed.

(b) Deduction of income tax at 2% of the value of the work done will be made from the contractor's R.A. bills will be deducted.

(c) Deduction of VAT Tax at 2 % or 4 % as per applicable of as per rule will be deducted from the contractor's R.A.Bill.

Clause - 58 : (a) The contractor shall make
arrangements to supply fuel for domestic use to all labours engaged on the site and prevent labours from cutting trees for the purpose of fuel. It the contractor's labours found cutting trees, the contractor shall be held responsible for the same and shall be punished as per the provisions in the Forest Conservation Act, 1980

Clause - 58: (a) The contractor shall make arrangements to supply fuel for domestic use to all labours engaged on the site and prevent labours from cutting trees for the purpose of fuel. It the contractor's labours found cutting trees, the contractor shall be held responsible for the same and shall be punished as per the provisions in the Forest Conservation Act, 1980

PRICE VARIATION CLAUSE (Not Applicable)

Clause - 59: If during the operative period of the contract as defined in condition (i) below, there shall be any variation in the consumer Price Index (New Series) for Industrial Workers for Nagpur centre 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 material like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

(1) Labour Component.
(2) Material Component.
(3) Petrol, Oil and Lubricants Component.
Calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever. Component percentage as given below are as of the total cost of work put to tender. Total of labour. Material & POL component shall be 100 and other components shall be as per actual.

1. Labour Component – K1 20.00%
2. Material Component – K2 77.00%
3. P.O.L. Component – K3 3.00%

**Note:** If Cement, Steel Bitumen, C.I. D.I. Pipes are supplies on Schedule “A” then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.

1. **Formula for Labour Component:**

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

**Where,**

- \( V_1 \) = Amount of price variation in Rupees to be Allowed for Labour Component.
- \( P \) = Cost of work done during the quarter under consideration
- **Minus**
- The cost of Cement, HYSD and Mild Steel, bitumen, C.I. & D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration. These Star Rates shall be as under

1. Cement Rs.---- Nil --/ Per Metric Tonne
2. HYSD and Mild Steel Rs.---- Nil--/ Per Metric Tonne

\( K_1 \) = Percentage of labour component as indicates
Lo= Basic consumer price index for **Nagpur** centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

L1= Average Consumer price Index for **Nagpur** centre for the quarter under consideration.

### 2. Formula for Materials Component:

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

Where,

- \( V_2 \): Amount of price variation in Rupees to be allowed for Materials component.
- \( P \): Same as worked out for labour component.
- \( K_2 \): Percentage of material component as indicated above.
- \( M_0 \): Basic wholesale price index shall be average wholesale price index for the quarter receding the month in which to the last date prescribed for receipt of tender falls.
- \( M_1 \): Average wholesale price index during the quarter under consideration.

### 3. Formula for Petrol, Oil and Lubricant component:-

\[ V_3 = 0.85P \times \left( \frac{K_3 \times P_1 - P_0}{100 \times P_0} \right) \]

Where,

- \( V_3 \): Amount of price variation in Rupees to be allowed for POL component.
- \( P \): Same as work out for labour component.
- \( K_3 \): Percentage of Petrol, Oil and Lubricant component.
P_o = Average price of H.S.D. at **Nagpur** during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.
P_1 = Average price of H.S.D. at **Nagpur** during the quarter under consideration.

4. **Formula for Bitumen Component**:

\[ V_4 = Q_B (B_1 - B_0) \]

\( V_4 \) = Amount of price variation in Rupees to be allowed for Bitumen component.

Q_B = quantity of Bitumen (60/70 Grade or CRMB) in metric tons used in the permanent work and approved enabling works during the quarter under consideration.

B_1 = Current, Average ex-refinery price per metric tonne of Bitumen (60/70 Grade or CRMB) Under consideration including taxes (Octroi, Excise, Sales Tax) during the quarter under consideration.

B_0 = Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average ex-refinery price in rupees per metric tonne including taxes (Octroi, Excise, Sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter the month in which the last date prescribed for receipt of tender, falls, whichever is higher.

5. **Formula for HYSD and mild steel component**:

\[ V_5 = S_o \left( \frac{S_{l1} - S_{l0}}{S_{l0}} \right) \times T \]

\( V_5 \) = Amount of price variation in rupees to be allowed for HYSD/ mild Steel component.

S_o = Basic rate HYSD/ Mild Steel in rupees per
metric tonne as considered for working out value of $P$.

$SI_1=$ Average Steel Index published in the RBI Bullet in during the quarter under consideration.

$SLO_1=$ Average of Steel Index Published in the RBI Bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.

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

6. **Formula for Cement Component**:

$$V_6= C_0 (C_{11} - C_{lo})$$

$$\frac{\text{..........}}{C_{lo}} \times T$$

Where,

$V_6=$ Amount of price escalation in Rupees to be allowed for Cement Component.

$C_0=$ Basic Rate Cement in rupees per metric ton as considered for working out value of $P$.

$CL_{11}=$ Average Cement Index published in the RBI Bullet in for the quarter under consideration.

$CLO_1=$ Average of Cement Index published in RBI Bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.

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

7. **Formula for C.I./D.I. Pipe Component**

$$V_7= QD (D_1 - D_0)$$

$V_7=$ Amount of price escalation in Rupees to be C.I./D.I. Pipe component.

$D_0=$ Pig Iron basic price in rupees per tonne considered for working out value of $P$.

$D_{11}=$ Average Pig Iron price in rupees as per tonne.
during the quarter under considered (published by ISCO)

Qd = Tonnage of C.I./I.D pipes used in the works during the quarter under considered

THE FOLLOWING CONDITIONS SHALL PREVAIL:

i) The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated account of default of the contractor. The Decision of the Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance work from the date of levy of such compensation shall be worked out by pegging the indices L1,M1,P1,S11 and C11 to the levels
corresponding to the date from which such compensation is levied.

ii) this price variation clauses shall be applicable to all Contracts in B-1, B-2 & C forms but shall not apply for piece works. The price variation shall be determined during each quarter as per formula given above in this clause.

iii) The Price Variation under this Clause Shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 the contract from B-1 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 from B-1/ B-2 extends beyond the operative date of the D.S.R. then rates payable for the same beyond the date shall be revised with reference to the current D.S.R. 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 the any amount due and payable under the contract.

v) To the extent that full compensation for any rise of
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 price included in the contract shall be deemed to include amount to cover the contingency of such other actual rise of fall in costs.
**SCHEDULE - A**

(Not Applicable)

Schedule showing (approximately) the material to be supplied from the stores for the work contracted to be executed and the rates at which they are to be charged for the work of **Erection of 11 KV line and 63 KVA Transformer to provide 25 HP connections at Pak Dam Project, Yaranwadi Khadka Tq. Warud Dist. Amravati.**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Quantities</th>
<th>Rate at which the material will be charged to the contractor</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit</td>
<td>Rate</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>

**Notes:**

1. The person or the firm submitting the tender should see that the rates in the above schedule are filled up by Executive Engineer on the issue of the form prior to the submission of the tender.
2. The Rates mentioned in Schedule A are inclusive of all taxes and storage charges.
3. Cement can be reckoned for the purpose of issue of 20 bags per ton irrespective of actual weight. Loss arising out of shortage of weight in each bag shall be governed by the provisions and conditions 20.1(i) of special conditions of contract. The rate quoted should correspond to this methods of reckoning.
4. No claim for extra payment on account of delay in supply of the materials will be entertained.
5. The quantities indicated in the above schedule are approximate and may vary as per actual requirement as ascertained by the Engineer – in – charge.
6. The charges for loading, un – loading, conveyance etc. for the material shown above from the place of delivery to the site of work will be borne by the contractor and deemed to be included while quoting for the tender. All the materials shall be made available for delivery on working days during the office hours.
7. All the materials mentioned in schedule ‘A’ required for the work shall be taken from the Department only. The materials from the outside sources in lieu of the material from the...
outside sources in Schedule 'A' shall not be allowed except under written permission from the Executive Engineer. The samples of such materials shall be tested at the contractors cost. The materials not confirming to the required standard shall be removed by the contractor at once from the site of work at his cost.

8. The contractor will have to construct a shed with double locking arrangements at his own cost.

9. If the controlled materials viz. cement, steel lie unused with the contractor after completion of the work and if they are not returned, the contractor shall pay for such materials at double rate @ which the materials were issued to him. Recovery of S.T. & G.T. on cost of surplus materials which are not returned by the contractor will be levied.

10. Proper account of day to day consumption of the materials as per schedule ‘A’ be maintained by the contractor or his authorized representative on site and it shall be checked by the departmental officer every day in token of its correctness.
### SCHEDULE - B

**Name of work:** Erection of 11 KV line and 63 KVA Transformer to provide 25 HP connections at Pak Dam Project Yaranwade Khadka Tq. Warud Dist. Amravati.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Work Description</th>
<th>Qty</th>
<th>Rate Rs.</th>
<th>Amount Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supplying and erecting rolled steel joist (Girder) pole 100×116mm (23 kg/m) with provided base plate in provided foundation as per specification No.OH_PL/RSJ (8-1-10)</td>
<td>20 No</td>
<td>12974.85</td>
<td>259497.00</td>
</tr>
<tr>
<td>2</td>
<td>Supplying and fixing M.S. base plate 30×30×0.6 cm size fixed to the pole base either by welding or by set screws 12 mm dia fixed at position (8-7-15)</td>
<td>20 No</td>
<td>329.70</td>
<td>6594.00</td>
</tr>
<tr>
<td>3</td>
<td>Providing cement concrete foundation including excavation for the poles 60cm×60cm×1.5 mtr deep in 1:3:6 cement concrete (20×25mm stone metal) and 45cm×45cm45cm/4.50m dia×45 cm height plinth duly plastered and with necessary curing &amp; finishing in an approved manner (16-3-2)</td>
<td>20 No.</td>
<td>2094.00</td>
<td>41895.00</td>
</tr>
<tr>
<td>4</td>
<td>Supplying and erecting with bending, cutting, drilling &amp; welding complete erected at the position with necessary material ((i.e. G.I. MS nut bolt &amp; washers etc. as per requirement of O.H. line) duly painted to match the switchgear or as per directed by the authority (6-1-19)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) MS channel 100×50 mm</td>
<td>109.29Kg.</td>
<td>126.00</td>
<td>13770.54</td>
</tr>
<tr>
<td></td>
<td>ii) MS channel 75×40 mm</td>
<td>371.66Kg.</td>
<td>126.00</td>
<td>46829.16</td>
</tr>
<tr>
<td></td>
<td>iii) MS Angle 50×50×6 mm</td>
<td>36.45 Kg</td>
<td>126.00</td>
<td>4592.70</td>
</tr>
<tr>
<td></td>
<td>iv) MS Flat 50×10 mm</td>
<td>11.80Kg.</td>
<td>126.00</td>
<td>1486.80</td>
</tr>
<tr>
<td></td>
<td>v) MS Flat 50×8 mm</td>
<td>99.12Kg.</td>
<td>126.00</td>
<td>12489.12</td>
</tr>
<tr>
<td>5</td>
<td>Supplying and erecting ACSR conductor of size 6/1-2.59 mm complete (Weasel) (127.7 Kg/Km) as per specification No.OH-CON/ACSR (8-5-7)</td>
<td>3.6 Km.</td>
<td>33036.15</td>
<td>118930.14</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Rate</td>
<td>Amount</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>---------</td>
<td>--------</td>
</tr>
<tr>
<td>6</td>
<td>Supplying &amp; erecting porcelain pin type insulator suitable for 11 KV line complete as per specification No. OH-INS/DI (8-6-6)</td>
<td>21 No</td>
<td>1354.50</td>
<td>28444.50</td>
</tr>
<tr>
<td>7</td>
<td>Supplying &amp; erecting porcelain pin type insulator suitable for 11 KV line complete as per specification No. OH-INS/PN (8-6-9)</td>
<td>54 No</td>
<td>333.90</td>
<td>18030.60</td>
</tr>
<tr>
<td>8</td>
<td>Supplying &amp; erecting G.I stay set for poles including 100 p insulators at inaccessible height complete with anchor plate 300×300×6 mm straining screws, GI stay wire 718 SWG, GI stay rod 20 mm×1-8m length and pole clamps duly erected in provided cement concrete foundation (8-7-2)</td>
<td>12 No</td>
<td>1718.85</td>
<td>20626.20</td>
</tr>
<tr>
<td>9</td>
<td>Providing cement concrete foundation including excavation for stay 60 cm×60 cm×1.5 mtr. Deep in1:3:6 cement concrete (20×25mm stone metal) with necessary curing and finishing in an approved manner (16-3-5)</td>
<td>12 No</td>
<td>1898.40</td>
<td>22780.80</td>
</tr>
<tr>
<td>10</td>
<td>Supplying and erecting pipe type earthing with 40 mm dia G.I pipe or 20 mm dia G.I. rod complete with all materials as per Specification No. EA-EP (9-1-4)</td>
<td>20 No</td>
<td>827.40</td>
<td>16548.00</td>
</tr>
<tr>
<td>11</td>
<td>Supplying and erecting hard drawn G.I. wire 8.5 WG complete erected for overhead line with proper size of G.I. wire for binding with jump ring etc. (8-5-12)</td>
<td>0.372 Km</td>
<td>10041.15</td>
<td>3735.31</td>
</tr>
<tr>
<td>12</td>
<td>Supplying and erecting enamel iron G.I. sheet 1.25 mm (18 gauge) caution board of size 200×150mm as per i.s 2551 of 1982 in Marathi and Hindi erected at position (6-1-16)</td>
<td>22 No</td>
<td>116.55</td>
<td>2564.10</td>
</tr>
<tr>
<td>13</td>
<td>Supplying and erecting barbed wire two ply with 12 SWG ply and 12 SWG barb with a gap between two boars of 75 mm firmly fixed on provided angle supports with necessary materials(6.044 mtr/Kg) 10-2-21)</td>
<td>58.5 Kg.</td>
<td>85.05</td>
<td>4975.42</td>
</tr>
</tbody>
</table>

Total of Rs **6,23,789.39**
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Rate (INR)</th>
<th>Amount (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supplying and erecting rolled steel joist (Girder) pole 100x116mm (23 kg/m) with provided base plate in provided foundation as per specification No.OH_PL/RSJ (8-1-10)</td>
<td>2 No</td>
<td>12974.85</td>
<td>25949.70</td>
</tr>
<tr>
<td>2</td>
<td>Supplying and fixing M.S. base plate 30x30x0.6 cm size fixed to the pole base either by welding or by set screws 12 mm dia fixed at position (8-7-15)</td>
<td>2 No</td>
<td>329.00</td>
<td>659.40</td>
</tr>
<tr>
<td>3</td>
<td>Providing cement concrete foundation including excavation for the poles 60cmx60cmx1.5 mtr deep in 1:3:6 cement concrete (20x25mm stone metal) and 45cmx45cmx45cm (4.50m) height plinth duly plastered and with necessary curing &amp; finishing in an approved manner (16-3-2)</td>
<td>2 No</td>
<td>2094.75</td>
<td>4189.50</td>
</tr>
<tr>
<td>4</td>
<td>Supplying and erecting iron work complete with bending, cutting, drilling &amp; welding complete erected at the position with necessary material (i.e. G.I., MS, Nut bolt &amp; washer etc as per requirement of O.H. line dully painted to match the switchgear as per directed by the authority. (6-1-19)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) MS channel 100x50 mm</td>
<td>114.25Kg</td>
<td>126.00</td>
<td>14395.50</td>
</tr>
<tr>
<td></td>
<td>ii) MS channel 75x40 mm</td>
<td>112.80Kg</td>
<td>126.00</td>
<td>14212.80</td>
</tr>
<tr>
<td></td>
<td>iii) MS Angle 50x50x6 mm</td>
<td>91.16 Kg</td>
<td>126.00</td>
<td>11486.16</td>
</tr>
<tr>
<td></td>
<td>iv) MS Flat 50x10 mm</td>
<td>50.28 Kg</td>
<td>126.00</td>
<td>665.28</td>
</tr>
<tr>
<td></td>
<td>v) MS Flat 50x08 mm</td>
<td>19.20 Kg</td>
<td>126.00</td>
<td>2419.20</td>
</tr>
<tr>
<td>5</td>
<td>Supplying &amp; erecting approved make 63 KVA 3, 50 c/s, oil immersed &amp; naturally cooled indoor/outdoor type, copper wound transformer with delta connected on HV side &amp; star connection on LV side with additional neutral brought out on load side, voltage rating 11/0.433Kv with HV tapping of t/-2.5%-5% continuously rated for full load with standard accessories complete with test certificate with losses below 153 watts at no load, 1250 watts at full load as per Is 2026 as per spe. No SS-TR (10-1-1)</td>
<td>01 No.</td>
<td>161732.55</td>
<td>161732.55</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Rate</td>
<td>Amount</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>---------</td>
</tr>
<tr>
<td>6</td>
<td>Supplying &amp; erecting approved make 11 Kilo Volt outdoor type gang operated air break, triple pole switch 400 A capacity with 3 post pin type insulator, per phase mounted in vertical &amp; horizontal position with necessary channels on provided cross arm with adequate length of “C” class G.I. pipe for operating handle erected on extended square shaft the operating handle provided with lock &amp; key at suitable height from ground level with necessary clamp. (10-2-2)</td>
<td>1 set</td>
<td>19290.60</td>
<td>19290.60</td>
</tr>
<tr>
<td>7</td>
<td>Supplying &amp; erecting porcelain pin type insulator suitable for 11 Kilo Volt line complete as per speci. No OH-INS/PN (8-6-9)</td>
<td>03 Each</td>
<td>333.90</td>
<td>1001.70</td>
</tr>
<tr>
<td>8</td>
<td>Supplying &amp; erecting G.I. stay set for poles, including loop insulators at inaccessible height complete with anchor plate 300×300×6mm straining screws, G.I. stay wire 7/8 SWG GI stay rod 20 mm×1.8 m length &amp; pole clamps duly erected in provided cement concrete foundation (8-7-2)</td>
<td>02 Each</td>
<td>1718.35</td>
<td>3436.70</td>
</tr>
<tr>
<td>9</td>
<td>Supplying &amp; erecting 3×120 mm 11 Kilo Volt, XIPE (E) armoured cable on wall ceiling or kid in provided trench pipe in an approved manner as per spe. No CB-HT (7-3-3)</td>
<td>09 M</td>
<td>1347.15</td>
<td>12124.35</td>
</tr>
<tr>
<td>10</td>
<td>Supplying and erecting 3×70 sq:mm 11 Kilo Volt, XLPE (E) armoured cable on wall/ceiling or laid in provided trench/pipe in an approved manner as per spe. No CB-HT (7-3-1)</td>
<td>60 M</td>
<td>1015.35</td>
<td>60921.00</td>
</tr>
<tr>
<td>11</td>
<td>Supplying &amp; erecting hard drawn GI wire 8 SWG complete erected for over headline with proper size of GI wire for binding with jumpering etc. (8-5-17)</td>
<td>0.294 KM</td>
<td>10041.15</td>
<td>2952.09</td>
</tr>
<tr>
<td>12</td>
<td>Supplying and erecting barbed wire two ply with 12 SWG ply &amp; 12 SWG barb with a gap between two bars of 75 mm firmly fixed on provided angle supports with necessary materials.(6.044 mtr/Kg) (10-2-21)</td>
<td>15 Kg.</td>
<td>85.05</td>
<td>1275.75</td>
</tr>
<tr>
<td>13</td>
<td>Supplying and erecting enamel iron G.I. sheet 1025 mm (18 gauge) caution board of size 200*150 mm as per IS 2551 of 1982 in Marathi &amp; Hindi erected at position (6-1-16)</td>
<td>02 No.</td>
<td>116.65</td>
<td>233.30</td>
</tr>
<tr>
<td>Sr. No</td>
<td>Description</td>
<td>Qty</td>
<td>Rate</td>
<td>Amount</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----</td>
<td>-------</td>
<td>---------</td>
</tr>
<tr>
<td>14</td>
<td>supplying erecting pipe type earthing with 40 mm dia G.I pipe 20 mm dia G.I. rod complete with all materials as per spe. No EA-EP (9-1-5)</td>
<td>02 Each</td>
<td>827.40</td>
<td>1654.80</td>
</tr>
<tr>
<td>15</td>
<td>Supplying &amp; Erecting copper earth plate size 30x30x0.6 cms complete with all materials testing &amp; recording the results as per spe. No. EA-EP (9-1-2)</td>
<td>06 Each</td>
<td>3301.20</td>
<td>19807.20</td>
</tr>
<tr>
<td>16</td>
<td>Supplying &amp; Erecting distribution box 25/63 KVA with MCCB as per Spe. &amp; drawing of MSEDCL as per sanction estimate of MSEDCL</td>
<td>01 No</td>
<td>16648.26</td>
<td>16648.26</td>
</tr>
<tr>
<td>17</td>
<td>Supplying &amp; Erecting DTC metering single core LTxLPE cable (70 sq mm &amp; 120 sq mm mtr length) &amp; other applied material material as per drawing &amp; spe of MSEDCL</td>
<td>01 No.</td>
<td>11871.72</td>
<td>11871.72</td>
</tr>
<tr>
<td>18</td>
<td>Supplying &amp; Erecting distri class 11 kv thyrite type LA on provided cross arm as per spe.no. OH-INS/LA (8-6-15)</td>
<td>03 Each</td>
<td>3263.40</td>
<td>9790.20</td>
</tr>
</tbody>
</table>

Total of B Rs. 3,96,717.76

Total of A + B 10,20,507.15

Say Rs 10,20,507.00
SPECIAL CONDITIONS OF CONTRACT

1. Rates:
   All prices shall be Firm and inclusive of all taxes rates and cesses shall also be inclusive of VAT, service tax charges for loading, unloading, transportation at site, insurance etc. Service tax will be reimbursed to the contractor only after submission of proof of payment of service tax for the work covered under this specification.

2. Terms of Payment:
   The mode of payment to the contractor for the works to be executed shall be as per detailed below:
   i) 85% of tendered cost for that item in Schedule ‘B’ is payable when material is received at site and completing the erection of equipments on prorate basis.
   ii) 12.5% of the cost will be paid after successful completion of testing and commissioning at site.
   iv) 2.5% of the cost will be paid against submission of Bank Guarantee and Bank Guarantee will be discharged after giving satisfactory performance for 12 months and after the necessary satisfactory performance certificate by Engineer-in-charge at site. This amount of performance guarantee will be in addition to the security deposit.

3. Insurance:
   The contractor shall be responsible for transport, proper storing, watch & ward of equipment and complete safety of the materials and machinery covered under this contract till they are taken over by the department. Insurance of the equipment during transit and up to the time of taking over of the complete work by the department, against destruction or damage by fire, earthquake, flood, storm, under exposure to weather or through riot, theft, etc. for the full value of the equipment shall be arranged by the contractor at his cost & insured from Directorate of Insurance MHADA 264, 1st Floor, Bandra East Mumbai 51 & receipt shall be produce to the department.

   The successful tenderer shall have to enter into an agreement for the due fulfillment of contract in accordance with the accepted tender and shall be required to furnish a combined bank Guarantee or term deposit receipt valid for 12 months towards security deposit cum performance guarantee for an amount equivalent to 2.5% (Two point fifty
percent) of the contract value for proper performance of contract and satisfactory performance of the equipment. And another 2.5% of SD cum performance guarantee will be deducted from the 1st RA Bill. The bank Guarantee shall be submitted immediately by the tenderer after receipt of intimation of acceptance of tender. The security deposit cum performance guarantee shall be paid in the form of bank Guarantee or Term Deposit Receipt from a scheduled bank in case the tenderer fails to execute an agreement to carry out the work and or fails to pay the security deposit cum performance guarantee the earnest money will be forfeited and or any suitable legal action will be taken against them. The security deposit cum performance guarantee shall be valid until the expiry of warranty period i.e. in the 'first instance up to 12(Twelve) months from the date of intimation of acceptance of tender.

5. **Guarantee:**
The equipment / work covered under the scope of this tender shall be Guaranteed for 12 months from the date of successful commissioning of all the equipment. During the guarantee period any defect noticed either in design, manufacture, workmanship, physical or material composition of the equipments the same shall be made good by the contractor at his own cost and if such defect is not attended to by the contractor in reasonable time the same shall be carried out at the risk and cost of the contractor.

6. **Liquidated damages for delay in completion:**
If the contractor fails in the due performance of contract with the time limit fixed by the contract or by any extension thereof and if the department shall have to suffer by such loss of the delay occasioned by such failure, the contractor shall have to pay liquidated damages at the rate of 1/2 % of the contract price per week of delay or part thereof subject to the maximum of 10 % the contract price.

7. **Tools & Plant:**
All tools, tackles required for execution of work shall be arranged by the contractor at his own cost.

8. **Contractor to inform himself fully:**
The contractor shall be deemed to have carefully examined the work and site conditions, 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 materials, local conditions materials, local conditions ancillary works required to be done etc. before quoting the offer.

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 forth the particulars thereof and submit them to the engineer in charge. The Engineer-in-charge generally means the Executive Engineer directly incharge of the work, but also means the Superintending Engineer, Chief Engineer of Hydro Deptt. of WRD, for exercising powers under this contract.

9. All taxes and duties of the central Government, State Government, or local bodies applicable shall be fully borne by the contractor. The tendered rates for the item shall be deemed to have inclusive of all such taxes and duties.

10. Payment all the taxes and duties of the Central Government/State Government or Local bodies shall be all inclusive and payment will be made strictly as per the executed quantity of work mentioned in schedule B. The payment will be depending upon availability of funds. The bill shall be submitted to concern Deputy Engineer.

11. The work should be carried out as per under the supervision of MSEDCL and WRD authorities.

12. The work must be carried out as per MSEDCL standard method of construction and I E rules.

13. Any damages or any failures of equipments during erection, testing and commissioning will have to be borne by contractor and he will have to replace the equipment/material at their own cost.
14. Department will not take any responsibility for accident to any person, labour during the erection, testing and commissioning of equipment. Any court case or compensation for such accident has to pay by the contractor.

15. The contractor should submit his details viz. name, license no. validity of license to concerned site staff, W R D and concerned M S E D C L authorities before commencement of work.

16. All the tools and plants etc. are to be arranged by the contractor.

17. Statutory permissions of Electrical inspector shall be obtained by the contractor. The necessary charges/fees towards such permission will be borne by the department. In case of unavailability of funds necessary charges/fees towards such permission should be paid by contractor and same will be reimbursed to contractor by department on submission of original receipt.

18. The material procured/supplied by the contractor should be of good quality & reputed make and confirming to the I S I standard and strictly as per the standard specifications of M S E D C L/P W D & same should be get approved from concerned M S E D C L authority before utilization.

19. Approval shall be obtained from concerned M S E D C L authorities for commissioning of infrastructure proposed in the estimate.

20. After commissioning the asset should be handed over to M S E D C L. The contractor should co-operate with M S E D C L authorities for the handing over process and hand over the asset to M S E D C L. After handing over he should submit the handing over report to department.

21. As per Government Resolution No. foekl 1098@ ÁØ- 28 @ 98 ‘kklu geh @ for foHkkx ea=ky;} eqacbZ fnukad 19 vwXxLV 1998 if
insurance document is not submitted by Agency the Amount worth to 1% of tender amount to be recovered from the first R.A. Bill

22. Vide Government Resolution No. BCA/2009/108/labour 7-A Mantralaya Mumbai – 32 dated : 17/06/2010 cess amount equal to one percent (1%) of total contract amount will be recovered from the first R.A. Bill.

23. Inspection of work: The Engineer or his duly authorized representative shall have at all times full power to inspect the work whenever in progress either 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 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 passage etc. shall be well light and maintained in good order. The Engineers decision about the sufficiency and adequacy thereof shall be final.

The contractor shall, during working hours, maintain supervision of sufficient training and experience to supervise various items and operations of the work and the said supervisors shall remain present during inspections of the Engineers. 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 he shall may remain present on any specified inspection and the contractor shall with such directions.

24. Safety of material & Insurance: The contractor shall be responsible for transport, proper storing, watch and ward of material and complete safety of material and machinery covered under this contract till they are taken over by M S E D C L insurance of the equipment during transit, and upto the time of taking over complete work by department, against destruction or damage by fire, earthquake, flood, stream,
under exposure to weather or through riot, theft etc. for the full value of the equipment/material shall be arrange by the contractor at his own cost as per conditions no. 58

25. Completion period: The work under the scope of this contract shall be completed within three months from the date of work order, including the monsoon.

26. It shall be the responsibility of the contractor for loading, unloading transporting etc. No railway receipt shall be sent to Engineer in charge. And if sent same shall be returned by back and the contractor shall be responsible for all consequence such as damage, demurrage, wharf age etc. resulting from not taking the delivery, department shall not be responsible for this nor it shall be done on behalf of the contractor.

27. The contractor shall be quote for the indigenous equipment as for as possible covered under the contract. No foreign exchange and import license if required shall be given by department; it shall be arranged by the contractor independently at his cost.

28. The contractor shall make his own arrangement at his own cost to get water and power required for execution of work. Department shall not take responsibility in the regard.

29. The contractor shall appoint a well qualified experienced resident engineer/supervisor as a day to day in charge of work. Instructions and orders given to him shall be deemed to have been given to the contractor.

30. It should be clearly noted that the contractor has to strictly comply with the conditions and the specification laid down in the tender and no variations, or deviations are permissible. It any tendered desires to have any deviations, the same shall be brought separately with financial valuations for comparison however, it shall not be accepted unless it is specifically approved.
31. The mishap of accident that may occur during execution or work to any labour or third party by the cause whatsoever will have to reported to engineer-in-charge and concerned department of Government and all necessary compensations as per rules will have to be borne by the contractor only. If the contractor fails to comply with the same it shall be done by the department and all the expenditure will be recovered from the contractor.

32. The necessary charges / fees towards such supervision by MSEDCL will be borne by the department. In case of unavailability of fund necessary charges / fees towards such supervision by MSEDCL should be paid by contractor and same will be reimbursed to contractor by department on submission of original receipt from MSEDCL.

33. The testing fees towards transformer and metering kiosk required for the works shall be borned by the contractor. The contractor should get demand from MSEDCL authorities for such testing at manufacturer’s works and pay the fees as per demand. Such testing fees will not be reimbursed to the contractor by the department.

LIST OF SCHEDULE

SCHEDULE-I - Important points for framing the Price Schedule
SCHEDULE-II - Certificate
SCHEDULE-III - Similar work undertaken by the tender
SCHEDULE-IV - Tender form
SCHEDULE-V - Departure from Technical Specification
SCHEDULE-VI - Declaration of the contractor
SCHEDULE - I

Important points for framing the price schedule

i) The quoted prices shall all be FIRM.

ii) The tenderer shall note that the price shall be quoted in the price schedule on percentage basis below / above the estimated rates. The prices shall be inclusive of all taxes rates and cesses, VAT, Octroi, service, tax etc. unloading at site, insurance changes erection testing and commissioning etc.

iii) If the tenderer quotes the variable prices, his tender will be rejected out rightly.

iv) No ambiguity shall be left in filling the price schedule.

v) Tenderer shall specifically note that his tender should not involve any deviation from provision of the specification.

vi) Tenderer shall give his certificate about cognizance of points in schedule No. II.
SCHEDULE - II

CERTIFICATE

I certify that I have gone through various points of Schedule I and have cognizance of them while quoting prices in schedule B (Price Schedule). I understand that in case of any ambiguity / non-clarity / mistakes etc. in price schedule, the department will not entertain any subsequent clarifications.

Signature of Tenderer

Name :

Designation :

Address :
SCHEDULE - III

SIMILAR WORKS UNDERTAKEN
BY TENDERER

TENDERER
(To be filled in by the Tenderer)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of work and place of installation</th>
<th>Name and Address of the Purchaser</th>
<th>Customer’s Order No. and Contract Value</th>
<th>Date of Completion of work</th>
</tr>
</thead>
</table>

Date:

Signature of the Tenderer

(Note: Tenderer should enclose, with his tender, the certificate about performance of his equipment from respective customers)
SCHEDULE - IV

(To be filled in by the Tenderer)

I/We ________________________________________________________________ the undersigned do hereby tender for the supply, erection, testing and commissioning of the equipment I materials described in the schedules enclosed herewith subject to the conditions annexed. I / We hereby guarantee the particulars entered in the Schedule attached to this Tender Should this tender be accepted. I / we hereby agree to abide by to fulfill all the terms and Conditions of contract, so far as may be applicable and in default where of to forfeit and pay to the Government of Maharashtra sum Rs. ___________ Corresponding to the 5% of the contract value Receipt No. _______________ dated _______________ from ____________________________ (Treasure/Sub/Treasury/ Bank) in respect of sum of Rs. ____________

Place
Date

Signature : 
Name : 
Designation : 
Address : 
## SCHEDULE - V

### DEPARTURE FROM TECHNICAL SPECIFICATION

(To be filled in by the Tenderer)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause No.</th>
<th>Departure</th>
<th>Remarks</th>
</tr>
</thead>
</table>

**SIGNATURE OF TENDERER**

**NAME, ADDRESS & DESIGNATION OF THE TENDERER**

**DATE:**

Note: Tender should indicate deviations, if any, to the Technical specification of the equipment in this Schedule. If there is not deviation, tenderer Shall record “No deviations” in this schedule.
SCHEDULE VI
DECLARATION BY THE CONTRACTOR

I/We _______________________________________________________
Contractor, hereby undertake that I/We shall pay the labours engaged on the work of
________________________________________________________ as per minimum wages
Act, 1948 and amendment there to applicable' to the zone in which the work lies & act
accordingly.

I/We hereby declare that I/We made myself / ourselves thoroughly conversation with the
local conditions regarding all material and labour on which I/We have based my/our rates for this
work have been carefully studied and understood by me/us before submitting this tender. The
specifications and lead, etc. of this work I/We undertake to use only the best materials approved
by the Executive Engineer or his duly authorised Assistant before starting the work and abide
with. I/we also undertake to abide by the various laws in force and extent necessary facilities and
am entities to the staff and workers employed by me/us.

Signature of Contractor
STATEMENT-I

DETAILS OF OTHER WORKS TENDERED FOR AND IN HAND ON THE DATE OF SUBMISSION

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Work</th>
<th>Place and Country</th>
<th>Work in Hand</th>
<th>Works Tendered for</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tendered cost Rs. Lakh</td>
<td>Cost of Remaining Work Rs. Lakh</td>
<td>Anticipated Date of Completion</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Certificates from owners, in support of successful completion of works by the contractor, shall be attached.
### STATEMENT-II

Details of Works of Similar Type And Magnitude Carried Out By The Tenderer, During Last 5 Years

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name Of Work</th>
<th>Place And Country</th>
<th>Tendered Cost</th>
<th>Period Of completion as per contract and actual period of completion</th>
<th>Date of completion</th>
<th>Whether material likes conductor, cable, insulator etc. was supplied</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Certificates from owners, in support of successful completion of works by the contractor, shall be attached.
STATEMENT-III

Details of Plants & Machinery Proposed To Be Used For Work Immediately Available With Tenderer

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Equipment</th>
<th>No. Of Units</th>
<th>Kind Of Make</th>
<th>Capacity</th>
<th>If already owned</th>
<th>If to be purchased (When ? Months and Year)</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Age and Condition</td>
<td>Location</td>
<td>Probable Date of Availability</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Note : If no machinery available with firm please give details as how the firm will manage to get the same.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# STATEMENT-IV

**Details of Plants & Machinery Proposed To Be Used For Work But Not Immediately Available With Tenderer**

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Equipment</th>
<th>No. Of Units</th>
<th>Kind Of Make</th>
<th>Capacity</th>
<th>If already owned</th>
<th>If to be purchased (When &amp; Month)</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Age and Condition</td>
<td>Location</td>
<td>Probable Date of Availability</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

Note: If no machinery available with firm please give details as how the firm will manage to get the same.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Name</th>
<th>Length of service in the firm</th>
<th>Qualification</th>
<th>Professional experience and details of works carried out</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project manager/ Chief Executive/ General Manager/Dy. General Manager/ Assistant General Manager</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Engineer ( Mech)</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Engineer (Elect)</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Supervisors</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>