

SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST
(PRABHADEVI) MUMBAI

Name of the work: -Providing fully Comprehensive Annual Maintenance of VRF, Split units in Temple Trust Building & Pratikshalaya Building.

Estimated Cost :-Rs
(Put to Tender)

Agency:- M/s

NAME OF WORK :-Providing fully Comprehensive Annual Maintenance of VRF, Split units in Temple Trust Building & Pratikshalaya building.

TENDER NO :-

AGENCY :-

**ESTIMATED COST :-
(PUT TO TENDER)**

ACCEPTED TENDER COST :-

**WORK ORDER ON AND DATE :-
TIME LIMT**

EXTENSION GRANTED IF ANY :-

**DATE OF ACTUAL :-
STARTING OF WORK**

EARNEST MONEY :-

SECURITY DEPOSIT :-

COST OF BLANK TENDER FORM :-

PLACE, DATE AND TIME OF TENDER OPENING&SCRUTINY :-

SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST (PRABHADEVI) MUMBAI.

(Controlled by Govt. of Maharashtra)

- S.K.Bole Road, Prabhadevi, Mumbai: 400 028. Tel: +91 22 2422 2072 Fax: +91 22 2422 1558

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	Note:- The contractor should verify the documents mentioned in the Index and sign in token of verification.			

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Online percentage rate tenders (e-Tenders) in "B-1" form for the following works are invited by The Executive Officer,

Shree Siddhivinayak Ganpati Temple Trust Mumbai, from the contractors, as mentioned in column No.8 and have the work experience of similar type of work carried out for Government of Maharashtra. The Name of work , Estimated cost, Earnest Money, Security Deposit, time limit for completion etc. as under:-.

Sr. No.	Name of work	Estimated cost. Rs.	(Online) Earnest money Rs.	Security deposit Rs.	Time limit for completion of work (Month)	(Online) Tender cost Rs.	Class of Contractor
1	2	3	4	5	6	7	8
1	Providing fully Comprehensive Annual Maintenance of VRF, Split units in Temple Trust Building &Pratikshalay building at Shree Siddhivinayak Temple Trust (Prabhadevi) Mumbai.	10,12,125/-	10,000	1,00,000/-	36 Months	1000/- (Non Refundable)	The original equipments manufacturer having an experience of maintenance of such government buildings

Sr. No.	Description	Start Date & Time	Expiry Date & Time	Remarks
1	Online tender downloading period	19/11/2016 from 10am onwards	9/12/2016 up to 3pm	
2	Online Bid Preparation & submission	9/12/2016 up to 3pm		
3	Pre-bid Meeting, Date & Place	1/12/2016 at 2 pm		
4	Tender Opening (Technical & Financial)	<p>9/12/2016 @ 17.00 for Technical bid opening</p> <p>14/12/2016 @ 14.00 for Price bid opening at Office of The Executive Officer, Shree Siddhivinayak Ganpati Temple Trust Mumbai</p>		

SR NO	Model	Description	No.	Capacity (HP OR TR)	Rate
	6				
1	HW241YA	HI WALL SPLIT AC 2.0TR	9	2	67752
2	HW181YA	HI WALL SPLIT AC 1.5TR	6	1.5	38034
3	HW121YA	HI WALL SPLIT AC 1TR	3	1	15279
4	W181YA	Window AC AC 1.5TR	3	1.5	19017
5	BVRF21TCE	DIGITAL ODU VRF21TCE	5	21	579680
6	BVRF12TCE	DIGITAL ODU VRF12TCE	2	12	132498
7	DVRF-075FC	Out door unit-Cooling only 7.5	5	7.5	159865
Terms of Payment: BSL: Yearly				Basic Price	1,012,125.00
				Service Tax ON @70%	708487.5
BSL : Bill at Period Start (In Advance)				Service Tax @15%	106273.125
				Grand Total	1,118,398.13

Risk Protection Contract (RPC): Cost of necessary spare parts and consumables to be borne by BSL

Key Inclusions of the Contract

* 4 Preventive Maintenance Services per Annum

* All Break Down Calls shall be attended

* All labour charges covered except specified

Key Exclusions of the Contract

* Replacements of the equipment due to ageing

* Any damages due to the external influences

* Supply of consumables

* Day-to-day operations of the equipment

- 1 The compressor will be checked for its proper functioning and if any defect is found, the same will be repaired/replaced. (RPC Only)
- 2 Safety controls such as pressure cut outs will be tested for proper functioning and in case of any mal-functioning they will be either repaired or replaced accordingly
- 3 Air filters will be inspected and cleaned or replaced, if necessary. Cost of filters will be borne by the customer.
- 4 Cooling coil will be inspected and cleaned, if necessary.
- 5 The blower motor will be checked and any defects noticed will be attended to.
- 6 The driver set of the blower section will be inspected, belt tension adjusted and belts changed, if necessary.
- 7 Any defect in the electrical items and control wiring will be attended to.
- 8 Refrigerant gas will be topped up in the system as and when necessary.
- 9 Activities applicable to Water Cooled Units:
- 10 Condenser water pumps with motors will be checked for satisfactory functioning. Any repairs to them, if necessary, will be carried out by us.
- 11 Cooling tower nozzles will be inspected and attended to for proper spray and

replaced, if necessary.

12 We will carry out cleaning of the cooling tower sump once in a year

Activities applicable to Air Cooled Units:

13 The Condenser fan motor will be attended to.

14 The condenser coil will be inspected and cleaned.

15 Any repairs in the condenser coil will be attended to.

16 Repairs to refrigerant piping due to system problems will be attended to.

EXCLUSIONS

1 Repairs due to corrosion, if BSL equipment is installed in corrosive environment.

2 Water piping, cooling tower uprights, louvers, cooling towers fills replacement, sheet metal ducting,

grills, diffusers, masonry work, carpentry work & welding work connected with the above.

3 Electrical cabling, Electrical switch boards and electrical accessories connected with main incomer to the

system.

4 Insulation, false ceiling work and painting thereof.

5 Fine filters & HEPA filters.

6 Replacement of the Condenser Coil & Evaporator coil (Cooling Coil) or any other major equipment

7 Any other items which is not specifically spelt out under our scop of work or not originally supplied byBSL.

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Tender form, conditions of contract, specifications and contract drawings can be downloaded from the e-Tendering portal of **Shree Siddhivinayak Temple Trust (Prabhadevi) Mumbai** www.siddhivinayak.org or Government of Maharashtra e-Tendering portal i.e. <https://www.mahatenders.gov.in> after entering the details, payment of Rs. 1000 /- (Rupees Thousand only). Tender fees should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

NOTE.

- 1) Detailed tender notice can be seen on the our website www.siddhivinayak.org
- 2) This e-Tender Notice Published web site www.mahatenders.gov.in/www.siddhivinayak.org

Tendering Procedure & Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal.

- 1 Tender Forms can be downloaded from the eTendering portal of **Shree Siddhivinayak Temple Trust (Prabhadevi) Mumbai** www.siddhivinayak.org or e-Tendering Portal of Government of Maharashtra i.e. <http://www.mahatenders.gov.in> after entering the details of payment toward Tender Fees as per the Tender Schedule / tender notice
2. The tender submitted by the tenderer shall be based on clarification, additional facility issued (if any) by the Temple Trust and this tender shall be unconditional. Conditional tenders will be summarily rejected.
- 3 All tenderers are cautioned that the tenders containing any deviation, from the contractual terms and conditions, specifications or other requirements, and conditional tenders will be rejected as non-responsive.
- 4 Tenderer should have valid class II / III digital signature certificates (DSC) obtain from any certifying Authorities. In case of requirements of DSC, interested Bidders should go to <http://mahatenders.gov.in>, information about DSC and follow the procedure mentioned in the document. Procedure for application of "Digital Signature Certificate"
- 5 Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA / GNFC IDRBT MTNLTrustline / SafeScript / TCS
- 6 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 7 The e-token that is registered should be used by the bidder and should not be misused by others.
- 8 DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- 9 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

- 10 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 11 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender.
Bidders are allowed to enter the Bidder Name and Values only
- 12 If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 13 Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 14 EMD in the form of Cheque or Cash will not be accepted. EMD should be paid through online payment. EMD receipt shall be uploaded.
- 15 The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- 16 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 17 There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 18 It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 19 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 20 The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 21 At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 22 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary

will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

- 23 Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 24 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 25 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 27 All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 28 During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 29 The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
- 30 30 Bidder Manual Kit available on website www.mahatenders.gov.in

ONLINE PAYMENT (Tender Fee & EMD)

- a. Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment four days in advance. (Details on website www.mahatenders.gov.in)
- b. Online Payment Guide For SBI Corporate Internet Banking Account Holder.
- c. For any assistance on the use of Electronic Tendering System, the Users may call the below numbers 24x7 Toll Free Telephonic Help Desk Number 1800-3070-2232. Mobile No.7878007972 – 73 / 7878107985 – 86 OR Email – www.mahatenders.gov.in

d. Earnest Money.

- i. Earnest money in the form of cheque or cash will not be accepted. E M D should be paid through online payment mode only. The earnest money will be refunded in due course in case of tenderers whose tenders are not accepted. In case of successful tenderer the Earnest money will be refunded after recovering initial security deposit and completion of contract documents by the Tenderer. The amount of Earnest Money will be forfeited to Government in case the successful contractor does not pay the amount of initial security deposit within specified time limit. Earnest Money Exemption Certificate shall not be accepted in lieu of Earnest Money indicated elsewhere in the N.I.T.

e. SUBMISSION OF TENDER: -

- i. Refer to Section 'Guidelines to Bidders on the operations of Electronic Tendering System of Shree Siddhivinayak Ganpati Temple Trust Mumbai for details.

f. OPENING OF TENDERS:

- i. On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.
- ii. ENVELOPE No. 1 :- (Documents)
- iii. First of all Envelope No. 1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded. The decision of the tender opening authority in this regard will be final and binding on the contractors.

- iv. (B) ENVELOPE No. 2: (Financial Bid)
- v. This envelope shall be opened online after opening and scrutinizing of Envelope No. 1, only if contents of Envelope No. 1 are found to be acceptable to the Department. The tendered rates in Schedule 'B' or percentage above/below the estimated rates shall then be read out to bidders who remain present at the time of opening of Envelope No. 2.(Commercial Bid)

2. SECURITY DEPOSIT:

- i. The successful tenderer shall have to pay half the security deposit in approved security form (preferably in the form of National Saving Certificate) or in the form of Bank Guarantee (in the form as prescribed by Government) from any Schedule Bank having branches in Maharashtra and balance Security Deposit will be recoverable through the bills at the percentage as shown in item(s) of the Memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor. The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere, Fifty percent of the security deposit will have to be deposited within time limit as prescribed in clause-1 of B-1 form agreement and the remaining fifty percent will be recovered from the Running Bills at the rate of 2%. Amount of total security deposit to be paid shall be 4 % of the cost of work. This is a compulsory deduction.

3. ADDITIONAL SECURITY DEPOSIT:-

- a. Condition for payment of additional Performance security deposit, if offerquoted by the tenderer is lesser than 1% below the cost put to tender
 - i. If the rate quoted by the bidder in tender is more than 10% below, on the amount put to tender, then proper justification shall be given to the Satisfaction of tender calling authority, along with detailed work planning Assuring quality and completion within the time period allowed for the work.

- ii. If the rates quoted by bidder in tender are below on the amount put tender, then the bidder will have to provide additional deposit in the form of Demand Draft towards Performance Security as below.
 - iii. a) For quoted rates below 1 to 10 % - 1% of the amount put to Tender.
 - 4. b) For quoted rates below more than 10% - 1% + the % exceeding 10% of the amount put to Tender
 - 5. (e.g. if the rate quoted is 14% below Demand Drafts shall be of (1%+14%-10%) that is 1% + 4% = 5% of the amount put to Tender.)
- 6. Directives for submission and refund of additional Performance Security Deposit
- 7.
 - a) Demand Draft shall be drawn on Government Nationalized bank or Scheduled bank
 - b) The period of Demand Draft shall be up to minimum 3 months after the date of opening of Tender.
 - c) The bidder shall upload scanned copy of such Demand Draft in envelope No 2 of the e-Tender.
 - d) Original Demand Draft shall be submitted in the sealed envelope mentioning Name of Work and Tender Notice Number, to the office of Executive Engineer, within the period of 5 working days after the date of tender submission.
 - e) Demand Draft shall have MICR and IFSC code clearly mentioned on it.
 - f) In case of shortfalls in compliance of documents in the Envelope No 1 the Demand Draft will be returned to the Bidder within 7 days from the date of opening of Tender.
 - g) After compliance of documents in Envelope No 1 Envelope No 2 will be opened from which Demand Draft of 2 bidder L1 and L2 will be retained and remaining will be returned within 7 days.
 - h) After issuing Work Order to the lowest Bidder. The Demand Draft of the No2 Bidder will be returned within 3 days.
 - i) In the above procedure that comes to notice that any document is lack/ invalid the EMD will be forfeited and Registration will be suspended for 1 year. For which Suspending Engineers will be fully empowered.
- 8. Work Order will be issued only after realization of Demand Draft.
- 9. The Amount of Demand Draft toward Performance Security will be returned within 3 months from satisfactory completion of work

9. TENDER DOCUMENT:

Information regarding contract as well as blank tender forms can be downloaded from the e-Tendering Website.

10. TIME LIMIT:

The work is to be completed within time limit as specified in the N.I.T., which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period.

11. TENDER RATE:

No alteration in the form of tender, schedule of tender and the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

12. TENDER UNITS:

The tenderers should particularly note the units mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

13. CORRECTION: No corrections shall be made in the tender documents. Any corrections that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.**14. TENDER'S ACCEPTANCE :**

Acceptance of tender will rest with the **Executive Officer** Shree Siddhivinayak Ganpati Temple Trust Mumbai who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

15. CONDITIONAL TENDER :

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore. The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to

tendering for the work. The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from anyother source with no extra cost to Shree SiddhivinayakGanpati Temple Trust Mumbai. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

16. POWER OF ATTORNEY:

- If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.
17. The tenderer may, in the forwarding letter, mention any points are may wish to make clear but the right is reserved to reject the same or the whole of the tender if the same becomes conditional tender thereby.
18. The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.
19. No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.
20. Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Government works under execution with them.
21. All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
22. The Income Tax at 2.30 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
23. The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act

1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

24. **VALIDITY PERIOD** : The offer shall remain open for acceptance for minimum period of 90 days from the Date of opening of Envelope No. 2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due
- j) Demand Draft shall be drawn on Government Nationalized bank or Scheduled bank
 - k) The period of Demand Draft shall be up to minimum 3 months after the date of opening of Tender.
 - l) The bidder shall upload scanned copy of such Demand Draft in envelope No 2 of the e-Tender.
 - m) Original Demand Draft shall be submitted in the sealed envelope mentioning Name of Work and Tender Notice Number, to the office of Executive Engineer, within the period of 5 working days after the date of tender submission.
 - n) Demand Draft shall have MICR and IFSC code clearly mentioned on it.
 - o) In case of shortfalls in compliance of documents in the Envelope No 1 the Demand Draft will be returned to the Bidder within 7 days from the date of opening of Tender.
 - p) After compliance of documents in Envelope No 1 Envelope No 2 will be opened from which Demand Draft of 2 bidder L1 and L2 will be retained and remaining will be returned within 7 days.
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- 5 Work Order will be issued only after realization of Demand Draft.
- 6 The Amount of Demand Draft toward Performance Security will be returned within
3 months from satisfactory completion of work
25. **TENDER DOCUMENT:**
Information regarding contract as well as blank tender forms can be downloaded from the e-Tendering Website.
26. **TIME LIMIT:**
The work is to be completed within time limit as specified in the N.I.T., which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period.

27. TENDER RATE:

No alteration in the form of tender, schedule of tender and the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

28. TENDER UNITS:

The tenderers should particularly note the units mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

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to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

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

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37. All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.

38. The Income Tax at 2.30 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

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1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

40. VALIDITY PERIOD :

The offer shall remain open for acceptance for minimum period of 90 days from the Date of opening of Envelope No. 2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due

1.1 ENVELOPE No. 1: (Documents Required)

The bidder must purchase the bidding documents via online mode by filling the cost of Tender.

ENVELOPE NO. 1 (DOCUMENTS)

Sr. no.	Brief detailed of document required
1	The first envelope clearly marked as envelope No.-1 shall contain forwarding letter clearly indicating the following documents.
2	<u>The Online Tender Fees receipt</u>
3.	EMD will be paid via online mode.
4	Scan Copy of Valid Maharashtra Value Added Tax Registration Certificate with VAT Clearance Certificate, Profession tax Registration Certificate with No Dues Certificate.
5	Scan copy of Service Tax registration Certificate,
6	Scan Copy of Permanent Account Number allotted by Income Tax Department.
7	Scan Copy of Partnership Deed in case of Partnership Firm, Memorandum / Article of Association in case of Company & Power of Attorney.
8	Scan copy of Details of work tendered for & in hand.(Information to be given in Statement I)
9	Scan copy of the magnitude of works done by the Contractor during last three years, in Government Sector, as per Statement II shall be out of which the magnitude of one single similar type of work done by the Contractor not less than 30% of Tender amount. (Work Completion Certificate from the Officer not Below the rank of Executive Engineer shall be Submitted) (Information to be given in Statement II)
10	Scan copy Statement showing During average Annual Turnover for the last three years of magnitude of Certificate from the registered chartered accountant not less than 75% of Tender amount. (information to be given in statement)
11	Scan copy of List of Tools and Plant and Machinery available with the Tenderer which will be used for this work. (Information to be given in statement IV)
12	Scan copy of Details of Technical persons on the role of Tenderer .(Information to be given in statement III)
13	Scan copy of Latest Original Solvency Certificate from Scheduled Bank / Nationalized Bank valid for 12 months, from the date of submission of tender, certifying the financial stability of the tenderer not less than <u>20% of Tender amount if contractor is not a registered contractor in pwd electrical Division</u> .
14	Scan Copy of acknowledged income tax return filed for immediate preceding financial year.
15	Scan Copy of Affidavit on Rs.100/- stamp paper No black List and Mention Name of Work
16	Scan Copy of proofs regarding office & Service Centre located within Mumbai/Nav Mumbai/Thane Municipal corporation jurisdiction.

1.2 ENVELOPE No. 2 TENDER (FINANCIAL BID)

- i) Upload Blank Tender Copy (In Word Format) Issued and Digitally Signed by the Department
- ii) Scanned copy of Demand draft as per 1.6.(B) on page 14
- iii) Offer to be submitted Online

1.3 SUBMISSION OF TENDER:

Refer to Section '**Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department**' for details.

1.4 OPENING OF TENDERS:

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender. **(A) ENVELOPE No. 1:(Documents)**

First of all Envelope No. 1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

1.5 EARNEST MONEY:

- (i) Earnest money of minimum Rs. 10,000/- shall be paid via online using NEFT/RTGS or payment gateway mode.

After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

Earnest Money in the form of cheques or any other form except above will not be accepted.

- (ii) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.

1.6 SECURITY DEPOSIT :

- (i) The successful tenderer whose tender is accepted will have to pay **Rs. 1,00,000/-** towards the Security Deposit.
- (ii) **Rs. 10,000/-** is to be deposited by F.D.R. of the scheduled bank / National Saving Certificate duly pledged in the name of the **Executive Officer** Shree Siddhivinayak Ganpati Temple Trust Mumbai towards the initial Security Deposit, valid within the time limit prescribed in clause 1

of B-1 Form, agreement till completion of defect liabilities period failing which his earnest money will be forfeited to Government.

(iii) In addition to the above, an amount of **Rs. 20200/-** will be deducted from the running bills at 2 % of value of the gross bill towards balance security deposit. This is a compulsory deduction.

1.6. B. Condition for payment of additional Performance security deposit, if offerquoted by the tenderer is lesser than 1% below the cost put to tender

- 1 If the rate quoted by the bidder in tender is more than 10% below, on the amount put to tender, then proper justification shall be given to the Satisfaction of tender calling authority, along with detailed work planning Assuring quality and completion within the time period allowed for the work.
- 2 If the rates quoted by bidder in tender are below on the amount put tender, then the bidder will have to provide additional deposit in the form of Demand Draft towards Performance Security as below.
- 3
 - a) For quoted rates below 1 to 10 % - 1% of the amount put to Tender.
 - b) For quoted rates below more than 10% - 1% + the % exceeding 10% of the amount put to Tender
(e.g. if the rate quoted is 14% below Demand Drafts shall be of (1%+14%-10%) that is 1% + 4% = 5% of the amount put to Tender.)
- 4 Directives for submission and refund of additional Performance Security Deposit:
 - j) Demand Draft shall be drawn on Government Nationalized bank or Scheduled bank
 - k) The period of Demand Draft shall be up to minimum 3 months after the date of opening of Tender.
 - l) The bidder shall upload scanned copy of such Demand Draft in envelope No 2 of the e-Tender.
 - m) Original Demand Draft shall be submitted in the sealed envelope mentioning Name of Work and Tender Notice Number, to the office of Executive Engineer, within the period of 5 working days after the date of tender submission.
 - n) Demand Draft shall have MICR and IFSC code clearly mentioned on it.
 - o) In case of shortfalls in compliance of documents in the Envelope No 1 the Demand Draft will be returned to the Bidder within 7 days from the date of opening of Tender.
 - p) After compliance of documents in Envelope No 1 Envelope No 2 will be Opened from which Demand Draft of 2 bidder L1 and L2 will be retained and remaining will be returned within 7 days.

- q) **After issuing Work Order to the lowest Bidder. The Demand Draft of the No2 Bidder will be returned within 3 days.**
- r) **In the above procedure that comes to notice that any document is lack/ invalid the EMD will be forfeited and Registration will be suspended for 1 year. For which Suspending Engineers will be fully empowered.**

5 Work Order will be issued only after realization of Demand Draft.

6 The Amount of Demand Draft toward Performance Security will be returned within 3 months from satisfactory completion of work

1.7 ISSUE OF FORMS:

Information regarding contract as well as blank tender forms can be downloaded from the eTendering website upon providing the details of the payment of cost as detailed in the N.I.T.

1.8 TIME LIMIT:

The work is to be completed within time limit as specified in the N.I.T. which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period.

1.9 TENDER RATE:

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

1.10 TENDER UNITS:

The tenderers should particularly note the units mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

1.11 CORRECTION:

No corrections shall be made in the tender documents. Any corrections that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

1.12 TENDER'S ACCEPTANCE:

Acceptance of tender will rest with the **Executive Officer** Shree Siddhivinayak Ganpati Temple Trust Mumbai **who** reserves the right to reject any or all tenders without assigning any reason therefor. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

1.13 CONDITIONAL TENDER:

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement

form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

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

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

1.15(c) The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

1.16 POWER OF ATTORNEY:

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

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

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

1.19 No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.

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

1.21 All pages of tender documents, conditions, specifications, correction slips etc.

Shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.

- 1.22 The Income Tax at 2.00 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
- 1.23 The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
- 1.24 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.
- 1.25 Value Added Tax Deduction 2 % from the registered contractors under the MVAT Act, 2005 and 5 % from the unregistered contractor under MVAT Act, 2005, shall be recovered from the contractor from the gross bill amount of every bill, whether for measured works or Advance Payment or Secured Advance.
- 1.26 The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of the leviable tax in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Rules 58 of Maharashtra Value Added Tax Act-2005 for the purpose of levy of tax.

1.27 Stamp Duty

Contractor shall bear whole required amount of Stamp Duty on Works Contract, as per Mumbai Stamp Duty Act 1958 Clause 34 at the prevailing rates. No claim against this shall be considered and if the contractor fails to bear this amount acceptance of the tender shall be null and void.

1.28 Stamp Duty Condition for recovery of workmen welfare cess Act (Sub cess)

As per building and other construction workmen (Regulation of employment and condition of service) Act 1996 and the building and other construction workers welfare cess act 1998 and Government of Maharashtra G.R. No. BCA2009/C.No. 108/Labour 7-A dated 17.6.2010 cess if 1% on the cost of work shall be recovered from bills payable to the contractor

1.29 VALIDITY PERIOD:

The offer shall remain open for acceptance for minimum period of **90 days** from the Date of opening of Envelope No. 2 (Financial Bid) and

thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

F O R M

List work in tendered for and in hand as on the date of submission of tender

Name of Tenderer

	Remar Sti ^k co	10	
W or k te nd er ed for	pu da riopl lat te d eti ed of of on	9	
	Da w cis pe te he io cte n n is d	8	
	Es ti d m co Aatestco	7	SP EC IM A N FO R M
nti da m cip te pl ate of eti d on	6		
W or k in ha nd	re Co m g st ai w of ni or	5	
	Te nd er co ed st Co	4	
	Pl ac & un e try	3	
	Na m w e or of 1.	2	
	Sr. N o.	1	

FORM No. II

Details of Equivalent type and magnitude carried out by contractor.

Name of Tenderer:-

Remark	7	
Actual completion of	6	
Stipulated completion of	5	
Dastar-e-tin of g Co	4	
st of Work	3	
Name of work	2	
Sr. No.	1	

SP
EC
IM
A
N
FO
R
M

FORM No. I
 Details of Tools, Plants & Machinery available with contractor.

Name of Tenderer

Remark	7			
Period for which the work is to be executed	6			
Ex of Equipments	5			
When the work is to be completed	4			
Remarks				
Quantity	7			
Location				
Particulars	6			
Category	5			
Kind of work	4			
No. of Unit	3			
Name of Equipmen	2			
Sr. No	1			

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FORM No. III

available with contractor's of Technical Personnel

(On stamp paper worth Rs. 100/-)

MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Governor of Maharashtra (herein after referred to as "The Government") having agreed to exempt _____ (hereinafter referred to as "The Contractor") from depositing with the Government in cash the sum of Rs. _____ (Rupees _____ only) being the amount of security deposit payable by the Contractor to the Government under the terms and conditions of the agreement dated the ____ day of _____ and made between the Government of the one part and the Contractor of the other part (hereinafter referred to as "the said agreement") for _____ as security for the observance and performance by the contractor of the terms and conditions of the said agreement, on the contractor furnishing to the Government a guarantee in the prescribed form of a scheduled bank in India being in fact these presents in the like sum of Rs. _____ (Rupees _____ only).

We _____ BANK/LIMITED registered in India under _____ Act and having one of our local Head Office at _____ do hereby:

1. Guarantee to the Government :-a) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the Contractor contained in the said agreement and **b)** Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, cost charges, penalties and expenses payable to the Government by the Contractor under or in respect to the said agreement.

2. Undertake to pay to the Government on demand and without demur and notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of tribunal relating thereto the said sum of Rs. _____ (Rupees _____ only) or such less sum may be demanded by the Government from us our liability hereunder being absolute and unequivocal and agree that.

3. **a)** The guarantee herein contained shall remain in full force and effect during the subsistence of the said agreement and that the same will continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said agreement have been fully, properly carried out by the Contractor.

b) We shall not be discharged or released from the liability under this guarantee by reasons of **i)** any change in the constitution of the bank or the Contractor or; **ii)** any arrangement entered into between the Government and the Contractor with or without our consent; **iii)** any forbearance or indulgence shown to the Contractor; **iv)** any variation in the terms covenant or conditions contained in the said agreement; **v)** any time given o the Contractor or; **vi)** any other conditions or circumstances under which, in law, a surety would be discharged.

c) Our liability hereunder shall be joint and several with that of the Contractor as if we were principal debtors in respect of the said sum of Rs. _____ (Rupees _____ only) valid upto

/ / 20 and

d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

IN WITNESS WHEREOF the common seal of _____ has been hereunto affixed this _____ day of _____ 20 __. The common seal of _____ was pursuant to the resolution of the Board of Directors of the Company dated the _____ day of herein affixed in the presence of

1. _____
2. _____

Name of work :- **OW/MH/130/2015-16 Providing Fully comprehensive maintenance for Central Airconditioning Plant at Taraporewala Aquarium at Netaji Subash Marg , Charni Road Mumbai.**

DECLARATION OF THE CONTRACTORS

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant

With the all the Air conditioning & electrical material etc) and labour of which I/we have based my/our rates for this

Work. The specifications, conditions, bore results and lead of materials on this work

Have been carefully studied and understood by me/us before submitting this tender.

I/We undertake to use only the best materials approved by the the Executive

Officer Shree Siddhivinayak Ganpati Temple Trust Mumbai or his duly authorized assistant, before starting the work and to abide by this decision.

I/We hereby further declare that my/our tender is unconditional in every manner of

Whatsoever in nature.

I/We hereby undertake to pay the labours engaged on the work as per Minimum

Wages Act, 1948 applicable to the zone concerned.

Signature of Contractor(s)

FORM B - 1

**PERCENTAGE RATE TENDER AND CONTRACT
FOR WORKS**

DEPARTMENT : *MAINTAINANCE DEPARTMENT*

REGION : **Shree SiddhivinayakGanpati Temple Trust
Mumbai**

& PRATIKSHALAY BUILDING

General rules and Directions for the Guidance of contractors.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender passed on a board hung up in the office of the Executive Engineer and signed by the the **Executive Officer** Shree SiddhivinayakGanpati Temple Trust Mumbai

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the 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, 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 the **Executive Officer** Shree SiddhivinayakGanpati Temple Trust Mumbai 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.

2. 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 authorizing him to do so.

3. **2(A). i)** The contractor shall pay along with the tender the sum of **Rs. 10,000/- (In words Rs. Ten Thousand Only)** as and by way of earnest money. Earnest money shall be be paid via online using NEFT/RTGS or payment gateway mode. 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 subclause

(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.

◆Strike out which is not required,

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.

ii) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him on his passing receipt therefor. (Amended vide G.R. B. and C. Department's No. CAT 1272/44277-C dated 3/3/1973.)

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 or such percentage on all the estimated rates/Schedule rates shall be named. Tenders, which propose any alteration 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 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 the **Executive Officer** Shree Siddhivinayak Ganapati Temple Trust Mumbai 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 the 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 tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of earnest money deposited to the Contractor making the tender, 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 been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the 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 Executive 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 proposals to adopt alternative methods will be accepted. The **Executive Officer** Shree Siddhivinayak Ganpati Temple Trust Mumbai decision as to what is 'the usual method in use in the Department' will be final.
14. A tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of the work that 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, Permanent Account Number PAN No. -----
-----.

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. (GCD/PWD/CFM/1058/62517 of 26-5-1959).
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 site of work, having double locking arrangement. The materials will be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the site of works.
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. II.
19. Every un-registered contractor should furnish along with the tender a statement showing previous experience and technical staff employed by him, in the form of statement.
20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of Contract Labor (Regulation and Abolition) Act, 1973 before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government. (Reference Government of Maharashtra, Irrigation and Power Department's letter No.LAB/1076/1181/ (666E-17) dated 8/9/1976).
21. The contractor shall comply with the provision 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, 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.

TENDER FOR WORKS

<p>*In figures as well as in words</p>	<p>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 underwritten memorandum within the time specified in such 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 respects with the specifications, designs, drawings and Instructions In writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work ore provided by the Government, such materials and the rote to be paid for them shall be as provided in Schedule 'A' hereto.</p>
<p>(a) If several sub-works are included they should be detailed In a separate list.</p>	<p><u>OW/MH/130/2015-16 Providing Fully comprehensivemaintenance for Central Airconditioning Plant at Taraporewala Aquarium at NetajiSubashMarg ,charniroa,dMumbai.</u></p>
	<p>[b] Estimate Cost... Rs. 10,12,125/-/- (Put to tender)</p>
<p>(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 204 and 205 of the M.P.W. Manual.</p>	<p>[c] Earnest Money ... Rs. 10,000/-</p>
<p>(d) This deposit shall be in accordance with paras 211 and 212 of the M.P.W. Manual.</p>	<p>[d] Security Deposit i) in prescribed from as per 2% ... Rs. 20200/- perform attached, from nationalized Bank or Scheduled Bank (not less than the amount of earnest money) ii) To be deducted from 2%... Rs. 20200/- current bills. Total ... Rs. 40400/-</p>
<p>(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirement of the case where security deposit is taken see note 1 to clause 1 of conditions of contract.</p>	<p>(e) Percentage, if any to be deducted from bills so as to make up the total amount 4% Percent required as security deposit by the time, half the work, as measured by the cost, is done.</p>

(f) Give Schedule where necessary showing dates by which the various items are to be completed.	(f) Time allowed for the work from the date of written 36 month order to commence. (Including Monsoon)
---	--

2. I/We agree that the offer shall remain open for acceptance for minimum period of **120/ 90 /180** days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority, **Term Deposit Receipt** for a period of **one year** issued by any Nationalize/Scheduled Bank receipt No. _____ and date

-----in respect to the sum of Rs. -----
 ----- in words -----
 -----representing the earnest money is herewith forwarded.

The amount of earnest money shall not bear interest & shall be liable to be forfeited to the Government should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign & complete the contract documents as required by the Engineer & furnish the 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 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 Govt. 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 & complete the contract documents & 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 securing exemption in so far as the same may extend in terms of the said bond & in the event of the deficiency out of any other moneys which are due or payable to me/us by the Government under any other contract or transaction of any whatsoever or otherwise.

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

* Amount to be specified in words & figures Receipt No. _____ dated _____ from the Govt. Treasury or Sub-Treasury at _____ in respect of the sum of Rs. * _____ (In words ----

* Strike out (a) if no cash security deposit is to be taken. ----- is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Govt. should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause I (A) of the said conditions, otherwise the said sum of Rs.

_____ shall be refunded.

Signature of Contractor **Contractor** : #----- before submission of tender

Address: -----

Dated : The -----Day of -----20-----

\$ Signature of witness to Contractor's Signature. **(Witness)** : \$

Address : -----

(Occupation) : -----

The above tender is hereby accepted by me for an on behalf of the Shree SiddhivinayakGanpati Temple Trust Mumbai

*Signature of the **Dated -----Day of -----20** the **Executive Officer** Shree SiddhivinayakGanpati Temple Trust Mumbai, accepted.

CONDITIONS OF CONTRACT

Security deposit

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

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, and assigns) shall (A) within 10 days (which may be extended by the Superintending Engineer concerned up to 15 days if the Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the **Executive Officer** Shree SiddhivinayakGanpati Temple Trust Mumbai in cash or Govt. securities endorsed to the **Executive Officer** Shree SiddhivinayakGanpati Temple Trust Mumbai (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 **4%** percent of all moneys 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 **4%** per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of **4%** per cent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to 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 there from, or from any sums which may be due or may become due by Government to the contractor under any either contract or transaction of any nature of any account whatsoever and in the event of his security deposit being reduced

by reasons 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.

The Security deposit will not be accepted in forms of insurance company bonds. As per Government orders contained in No.CCM/PWD/CAT/4250 dated 27.12.1956.

Security deposit

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

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

Compensation for delay.

Clause 2 - The time allowed for earring out the work as Entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the

In the event of the contractor failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender. Engineer should be the final authority in this respect, irrespective of the fact that the tender is accepted by the **Executive Officer** Shree SiddhivinayakGanpati Temple Trust Mumbai.

Action when whole of security deposit is forfeited.

Clause 3 - In any case in which under any clause of- this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of 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 Shree SiddhivinayakGanpati Temple Trust Mumbai, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Shree SiddhivinayakGanpati Temple Trust Mumbai :-

- (a) To rescind the contract (for which rescission notice in writing to the contractor under the head of Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of 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 Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to

another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor. In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the

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

Performance of the 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 Contractor remains liable to pay compensation if action not taken under clauses 3 and 4.

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 to no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (a) (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract.

Clause 4 - If the progress of any particular portion of the work is unsatisfactory the Executive Engineer shall notwithstanding that the general progress of the work is in

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

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.

Clause 5- In any case in which any of the powers conferred upon the Executive Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a 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 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 comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sate them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Extension of time **Clause 6** - If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from

the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer, or in the opinion of Superintending Engineer, or Chief Engineer as the case 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.

Clause 6 (A)-In case of dealing in handing over the land required for the work due to unforeseen causes the contractor shall not be entitled for any compensation what so ever from Government on the ground that the machinery of labour was for certain period remained idle, contractor may however apply for extension of time limit which may be granted on the merit of the same.

The contractor will not have any claim in case of delay by the department of removal of trees or shifting raising removing of telegraph , telephone or electrical lines (overhead or underground) or other structure if any which may come in the way of work. However suitable extension can be granted to cover soil delay.

Final Certificate

Payment on intermediate certificate to be regarded as advances.

shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion; but

Clause 7 - On the completion of the work the contractor no such certificate 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, an scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the 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 requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at

the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8 - 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 cost more than rupees one thousand the contractor 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.

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

All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or reerected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way the

Powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Clause 9 - 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 where the items of work are not specifications. In cases Bill to be submitted monthly.

accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on 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 month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorised agent whose countersignature to the measurement list shall be sufficient warrant, and Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill 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 **Clause 12** - If the specification or estimate of the work Government provided for the use of any special description of material to be supplied from the store of the Dept. store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge, (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for a convenience of

the contractor but riot so as any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit or the proceeds of sale thereof if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of 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-incharge 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-incharge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining

unused by him or for any wastage in or damage to any such materials.

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

Cement, steel etc. supplied to the contractor by Government should be kept by the contractor. Alterations in specifications and designs not to invalidate contracts.

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

respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and

Clause 12 (A) - All stores of controlled materials such as under lock and key and will be accessible for inspection by the Executive Engineer or his agent at all the times.

Clause 13 - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other

working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs. -----Per set of contract drawings and Rs. -----per working drawing except where otherwise specified.

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 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 of the Division or at the rate mutually agreed upon between the Engineer-in-charge and the contractor,

Whichever are lower If the additional or altered work for which no rate is entered in the schedule of Rates or the Division is ordered to be carried out before the

rates are agreed upon then the contractor shall within 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 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 incur 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 aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge, in the event of a dispute the decision of Superintending Engineer of the Circle 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, and specifications appended to the tender.

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

No claim to any payment or compensation for alteration in or restriction of work. **Clause 15** - (1) If at any time after the execution of the contract documents the Engineer shall for any reason what

soever (other than default on the part of the contractor for which the Shree Siddhivinayak Ganapati Temple Trust Mumbai is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire and upon

the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

- (2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 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 discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.
- (3) Where the Engineer required to contractor to suspended 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 or wages for the first 30 days whether consecutive or in the

No claim to compensation on account of loss due to delay in supply of material by

suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor. (4) In the event of –

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

OR

(iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission 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 percent at the rates for the item specified in the tender is more than Rs. 15500/-.

Government.

It shall be open to the contractor, within 90 days from the (i) Any total stoppage of work on notice from Engineer Under Sub clause (1) in that behalf,

Aggregate or such suspension or in respect or any

No claim to compensation on account of loss due to delay in supply of material by

Government.

service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension

of work or (iii) notice under clause 14 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rate determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Government shall thereafter take over the material so offered, provided the, quantities offered, are not in excess of the requirements of the

unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

Clause 15 (A) - The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule A where such delay is caused

By

(i) Difficulties relating to the supply of railway wagons.

(ii) Force majeure.

(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 circumstance whatever shall the Contractor be entitled to any compensation from Shree Siddhivinayak Ganpati Temple Trust Mumbai, on any account unless the contractor shall have submitted, a claim in writing to the Engineer 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 any quality inferior to that contracted for, or are otherwise not in

accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed certified and paid for the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or if so required,

shall remove the materials or articles so specified and 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 per cent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the

Work to be open to inspection.

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.

Contractor or responsible agent to be present.

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

Clause 18 - All works under or In course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-incharge 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-

Notice to be given before work is covered up.

in-charge and his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Contractor liable for damages done & for imperfections.

Clause 19 - The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his 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 measurements and shall not cover up or any work without the consent In writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having

subordinate in charge of the work before covering up or

been given or consent obtained the same shall be uncovered at the contractor's expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 20 - If during the period of **(42 Months)**/years from the date of completion as certified by the

Engineer-in-charge pursuant to Clause-7 of the contract or of **(36 Months)**/years after commissioning the work, whichever is earlier in the

PWD Resolution No. CAT1067/ CR-94 / Bldg-2 dt. 14-6-69.

Opinion of the **Executive Officer** Shree Siddhivinayak Ganpati Temple Trust Mumbai, the sold work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for

rectifying & setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer, in the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed 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 at the cost of the contractor. The contractor shall forthwith on demand pay to the Govt. the amount of such costs charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor, Such costs, charges and expenses shall be deemed to be arrears of land revenue and on the event of the contractor failing or neglecting to pay the some on demand as aforesaid without prejudice to any other rights and remedies, of the Government the some may be recovered from the contractor as arrears of land revenue, The Government shall also be entitled to deduct the some 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 or any

other work whatsoever or from the amount of security deposit retained by Government.

Contractor to supply **Clause 21** - The contractor shall supply at his own cost all plant, ladder, scaffolding material (except such special materials if any as may in etc. accordance with the contract be supplied from the ___ stores), plant, tools, appliances, implements, (adders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work, The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the some may be provided by the Engineer-incharge at the expense of the contractor and the expenses may deducted from any money due to the contractor, under the contract or from his security deposit or the proceeds of sate 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 & which They propose to use on the works should be submitted along with the tender.

Clause 21 (A) - The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply

with the following regulations in connections therewith

-
- (a) Suitable scaffolds shall be provided for workmen for all works that 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 works.
- (c) All scaffolds and appliances connected there with and ladders shall –
 - (i) be of sound material,
 - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - (iii) Be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be over-loaded-and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.
- (g) 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 here in specified.

(i) Working platform, gangways stairways shall -

(i) be so constructed that no part thereof can sag unduly or unequally,

(ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and

(iii) be kept free from any unnecessary obstruction.

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

(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 suitably fenced.

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

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

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

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

(o) The contractor (s) will have to make payments to the labourers as per minimum Wages Act.

Clause 21 (B) - The contractor shall comply with the Following regulations as regards the Hoisting Appliances to be used by him:-

(a) Hoisting machine and tackle, including their Attachments, anchorages and support shall -

(i) be of good mechanical construction, sound material and

Adequate strength and free from patent defect. And

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

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

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

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

Measure for prevention of fire.

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

(f) No person who is below the age of **21** years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.

(g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hosting or lowering or as means of suspension, the safe working toad 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 case of hoisting machine a variable safe working load, each safe working load & the conditions under 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 hosting 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.

Clause 22 - The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit

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

arrangements for drinking water for the labour employed by him.

from the **Executive Officer** Shree SiddhivinayakGanpati Temple Trust Mumbai, When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass etc. By fire, the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own

Clause 23 - Compensation for ail 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
Employment of female labour.

the Engineer an 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.

Clause 24 - The employment of female labours on works in neighborhood of soldier's 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

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.

employ of Government in any way rotating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under Clause 3

hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Sum payable by way of **Clause 27** - All sums payable by a contractor by way of compensation to be considered compensation under any of these conditions shall be as reasonable compensation

Without reference to actual loss. applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has

Considered as a reasonable compensation to be

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

Direction and control of the Superintending Engineer. **Clause 29** - All works to be executed under the contract shall be executed under the direction and subject to the

Not been sustained.

Direction and control of the Superintending Engineer. approval in all respects of the Superintending Engineer of then In force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract

The Circle, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on. upon all question relating to the meaning of the specifications, designs, drawings and Instructions herein before mentioned and as to the quality or workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions or otherwise concerning the works or the execution, or failure to

Clause 30 (1) - Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code, rules execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Clause 30 (2) The contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the Circle as aforesaid

appeal against it to the (Rs.Ten Lakhs).

Chief Engineer (b) Amount of claim Is not less than Rs. 1.00 Lakh
concerned with the (Rupees One Lakh).

contract. Work or
Project provided that-

(a) The accepted Value
of the Contract
exceeds Rs. 10
Lakhs

Clause 30 (3) If the contractor is not Satisfied with the
order passed by the Chief Engineer as aforesaid, the
contractor may, within thirty days of receipt by him of
any such order, appeal against it to the concerned
Secretary, Public Works Department/Irrigation
Department who if convinced that

prima-facia the contractor's, claim rejected by
Superintending Engineer /Chief Engineer is not
frivolous and that there Is some substance in the
claim of the contractor as would merit a detailed
examination and decision by the Trust board .

Stores of European or
American manufacture to be
obtained from the Govt.

Clause 31 - The contractor shall obtain from the
Departmental stores, all stores & 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 & articles elsewhere. The value of such stores &
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 said schedule, in Form A
attached to the contract & if they are not entered in the said
schedule they shall be debited to him at cost price which for
purpose of this contract shall include the cost of carriage
and other expenses whatsoever which shall have been
incurred in obtaining delivery of the same at the stores
aforesaid.

Lump sums in estimates.

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

Actions where no specifications	<p>Clause 33 – In the case of any class of work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the Divisional specifications, & in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with all instructions & requirements of the Engineer-in-charge.</p>
Definition of work.	<p>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 & whether original altered substituted or additional.</p>
Contractors percentage whether applied to net or gross amount of bill.	<p>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.</p>
Refund of query fees and royalties	<p>Clause 36 – All query fees, royalties, octroi dues & 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 Govt. work.</p>
Compensation under Workmen’s Compensation Act.	<p>Clause 37 - The contractor shall be responsible for & shall pay any compensation to his workmen payable under the Workmen’s Compensation Act 1923 (VII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable paid by Govt. as principle under Sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Govt. from the contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1 above.</p> <p>Clause 37 (A) – The Contractor shall be responsible for & 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 ore 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.</p>

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

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

(b) When work is carried on in proximity to any place where there is a risk 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.

Claim for quantities entered in the tender or estimates.

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 and said Rules.

Clause 38 - (1) 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

Clause 37 (C) - The contractor shall duly comply with the items so long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs. 5,000/-.

(2) The contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub clause (1) hereof on the same conditions as and in accordance with the specifications in the tender and of 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 worked out from the DSR prevailing at the time of Acceptance of tender for) **Rs.**

(3) 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

Employment of famine labour etc.

Beyond 25 percent at the rate of the item specified in the tender is more than Rs. 15500/- (The clause is not applicable to extra items)

Clause 39 - The contractor shall employ any famine, convict or

Claim for compensation for delay in starting the work.

Clause 40 - No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance 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 borrows pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, soil, water sanding in borrow 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

other labour of a particular kind of class if ordered in writing to do so by the Engineer-in-charge.

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

his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Clause 43 - (i) No contractor shall employ any person who is under the age of **18** years,

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin 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 authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

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

(vi) Contractor shall provide drinking water facilities to the workers. Equivalent 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/- amounts not exceeding Rs. 10/- will be paid in cash.

Acceptance of conditions compulsory before tendering The work. **Clause 45** - Any contractor who does not accept these conditions shall not be allowed to tender for works.

Employment of labour. of scarcity **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 contractors shall not in any case exceed the control price, if any, fixed by Govt. or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or price permissible under Hoarding and Profiteering Ordinances, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices, The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Maharashtra Act XIX of 1985, Clause regarding Turnover tax vide P.W.D Circular No. CAT1086 / CR-330 - Bldg-2 dated 10th June, 1967.

Clause 47 (A) - "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 under the provision of the Maharashtra Sales tax on transfer of 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 - In case of materials that may remain surplus with the contractor from those issued for the work contracted for the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sale tax will be recovered on such sale.

Clause 50 - The contractor shall employ at least 80 percent of the total number of unskilled labours to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located. Provided, however, that if the required number of unskilled labours from that district is not available, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission in writing of the Executive Engineer-in-charge of the said work, obtain the rest of the requirement of unskilled labour from outside district.

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

(1) The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the 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 the work and/or on which advances have been given by the Government to the contractor shall be deemed to be arrears of the Land Revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of Revenue.

Clause 53 - The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra

Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In Particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the 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 or from any other amount payable by the Government to the contractor hereunder or from any other amounts payable to him by the Government.

Clause 54 - The contractor shall engage apprentices as bricklayer, carpenter, wiremen, plumber as well as blacksmith as recommended by the State Apprenticeship advisor, director of Technical Education, Dhobi Talav, Bombay-1 on the construction works. (As per Government of Maharashtra, Education Department No. TSA-5170/T56689, dated 7-7-72).

Clause 55 : Condition for Malaria Eradication

Govt. of Maharashtra P.WD. Resolution No. CAT 1086/CR243 K/Bldg/32 Bombay dt. 11-8-87.

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

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

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

D) In case of default in carrying out prescribed anti-malaria measures resulting in increase In

Malaria incidence. Contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measures to control the situation in addition to fine.

E) The contractor shall make sufficient arrangements for draining away the sewerage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulations bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government. building and others construction workers welfare cess Act 1998 and Government of Maharashtra GR. No. BCA 2009/C. No.108/Labour 7A Dt.17.06.2010 cess of 1% on cost of work shall be recovered from bills payable of the contractor.

Clause 56 : Conditions Relating to Insurance of Contract

Work

The Contractor shall take necessary Insurance Policy/ Policies so as to provide adequate insurance cover for execution of the awaited contract work for total contract value and complete contract period from the "Directorate of Insurance, Maharashtra State, Mumbai only. Its postal address for Correspondence is "264 MHADA, First Floor, Opposite Kalanagar, Bandra (East), Mumbai-400 051, Equivalently all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance policy. Insurance Policy/ Policies taken out from any other company will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the Contractor for the executed contract work.

Condition for recovery of workmen welfare cess Act. (Sub cess)

Clause 57 :

As per building and other construction workers (Regulation of employment and conditions of service) Act 1996 and The

SCHEDULE 'A'

Schedule showing (approximately) the materials to be supplied from the Departmental stores for work contracted and ancillary works to be executed and the rates at which they are to be charged for :

Particulars	Quantity	Rates at which the material will be charged to the contractor			Place of delivery
		Unit	In figure	In words	
Nil	Nil	Nil	Nil	Nil	N.A

NOTES:

1. The rates mentioned in Schedule 'A' are inclusive of all taxes and storage charges.
2. The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer-in-charge on the issue of the form prior to the submission of the tender.
3. The Contractor should furnish the account of all materials before placing demand for further material and furnish full account of all materials to the department. If any material remained unused with the Contractor, he should return the same to the department. In the even of non return of such material recovery at panel rate of twice the issued rate with S.T. and G.T. will have to be effected from the Contractor.
4. Wastage of Electrical material to be borne entirely by the Contractor.

5. No claim for extra payment on account of delay in supply of these materials will be entertained.

6. The quantities indicated in the above schedule are approximate and may vary as per actual requirement as ascertained by the Engineer-in-charge.

7. 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.

8. All the materials mentioned in Schedule 'A' required for the work shall be taken from the department only. The materials from the outer sources in lieu of materials 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 contractor's cost. The materials not conforming to the required standard shall be removed by the contractor at once from the site of work at his own cost.

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

10. If the Electrical material 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 at which the material were issued to him. Recovery of Sales Tax and General Tax on cost of surplus materials which are not returned by the Contractor will be levied.

11. Proper account of day to day consumption of the materials as per Schedule 'A' be maintained by the Contractor or his authorised representative on site and it shall be checked by the departmental officer every day in token of its correctness.

SPECIAL CONDITIONS OF CONTRACT

POWER SUPPLY

Power will be made available by the Department at 415/240 V. 3 phase 4 wire 50 Hz earthed neutral system and all equipment shall be suitable for the above power supply with a variation of +/- 10% (in normal conditions). Any equipment/component operating at other than the above power supply shall be provided with necessary transformer. Energy charges shall be borne by the Contractor.

DRAWINGS, SPECIFICATIONS AND DEVIATIONS

The drawings and specifications, laid down as per PWD specification and relevant standards of equipment and workmanship shall be observed. Should the tenderer wish to depart from the provisions of the specifications and drawings either on account of manufacturing practice or for any other reasons, he should clearly draw attention in his tender to the proposed points of departures and submit such complete information, drawings and specifications as well enable the relative merits of the deviations to be fully appreciated.

The contractor shall prepare fabrication and working drawings and be got approved by the Engineer. Approval of drawings does not relieve the contractor of his responsibility to meet with the intents of the specifications. All such drawings for approval shall be in duplicate.

All tools, tackles, scaffolding and staging required for erection and assembly of the equipment and installation covered by the contractor by the contract shall be obtained by the Contractor himself. All other materials such as foundation bolts, nuts etc. required for the installation of the plant shall also be supplied and deemed to be included in the contract.

CO-ORDINATION WITH OTHER AGENCIES

Successful tenderer shall co-ordinate his work with other agencies engaged in, the construction of building.

COMPLETION OF TENDER SPECIFICATIONS

All fittings, unit, assemblies, accessories, hardware, foundation bolts, terminal lugs for electrical connection, cable glands and miscellaneous materials or accessories or items of work which are useful and necessary for efficient assembly and working of the equipment shall be deemed to be included in the tender within the overall cost quoted. The equipment shall be completed in all details whether such details have been mentioned or not.

WORKMANSHIP

The entire work of fabrication, manufacturer assembly and installation of equipment shall conform of high grade workmanship. All the equipment supplied and erected must be able to withstand the Atmospheric condition of

(a) Maximum ambient temp. 45 C **(b)** Maximum relative humidity 98 %

© Corrosive atmosphere

(d) Hot and humid climate close to sea

cost **MATERIAL TESTING**

The following material to be tested from the Government Approved Regional Testing Laboratory by the Agency, fees will be paid by department and submit the test report there by.

List of material for testing

Sr.No.	Name of the Article	B.I.S.No.	Remark
	As per discretion of Engineer In Charge		

If the report of the above material is found unsatisfactory, same will have to be replaced by the contract at his own cost even though already erected. The replaced material shall be sent for testing again and testing fee/charges will be entirely borne by the contractor.

TESTING & HANDING OVER

The Contractor shall carry out tests on different equipment as specified in various standards In the presence of representatives of the Engineer in order to enable him to determine whether the plant, equipment and installation is in general, complying with the specifications.

The installation shall be taken over by the Engineers after satisfactory testing along with four sets of documents each consisting of :-

- i) Detailed equipment data as approved by the Engineer.
- ii) Manufacturer's maintenance and operating instructions.
- iii) Set of drawings, showing plant layouts, piping, ducting etc.
- iv) Approved test readings and certificate of Statutory authorities.
- v) Test report of the contractor as per I.E. Rules.

Submission of the above documentation shall form a precondition for the final acceptance of the plant and installation and final payment.

PERFORMANCE GUARANTEE

All equipment and the entire installation shall be guaranteed to yield the specified ratings and design conditions plus/minus 3% tolerance any

equipment found short of the specified ratings by more than the allowable tolerance as determined by the test readings shall be rejected.

The tenderer shall guarantee the following.

- a) Quality, strength and performance of material used.
- b) Mechanical and Electrical strength of all parts under all specified conditions of operation shall withstand for safe operation
- c) Satisfactory operation during the maintenance period.
- d) Performance figures and other particulars as specified by the tenderer as per schedule.
- e) Quick free of charge service during guarantee period for repairs and breakdowns.
- f) Successful tenderer will have to furnish performance guarantee on the stamp paper of **Rs.100/-** for 5% of tendered amount in prescribed proforma enclosed. The cost of the stamp paper shall be borne by the tenderer.

STATUTORY INSPECTIONS

The Contractor shall be fully responsible for meeting all the statutory obligations and local inspectorate pertaining to the works carried out by them. The contractor should prepared all working drawings and obtain approved of competent authority and also have the equipment and installation inspected and get approved. All official fees will be borne and paid by the contractor and if paid by the Department to avoid delay directly against demand in writing from the appropriate authority the Department will recover the same from the contractor. All other expenses for submission and approval of the various and relevant statutory bodies including the above shall be deemed to have been embodied in the tender prices.

COMPLIANCE OF SAFETY CODE

Successful tenderer shall ensure compliance with statutory provision of Safety regulation and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. In the event of the contractor fails to observe the same. The Department will be at liberty to make the necessary arrangement at the cost of the contractor and recover this cost from him. The contractor shall be responsible for any compensation to the workmen payable under the Workmen Compensation Act 1923 duly amended as on date or any other statutory Regulations in force.

A competent authorized and licensed supervisor shall be on the site whenever the contractor's men are at work. The supervisor should ensure that all plant and machinery used on the site are rendered safe for working and meets with the Indian or International safety standards applicable for the use and operation of such machinery. The supervisor should also ensure that the workmen are supplied with and made to use safety appliances such as safety belts, life liners, helmets etc. and those prescribed as I. E. Rules, 1956.

It is entirely the responsibility of the contractor to practice the principles of 'Safety First' during the entire tenure of work with adequate comprehensive insurance covering injury or death to workmen or any other persons on site, loss by theft, or damage to materials and property in position or not. The contractor should clear the site of all debris every day to avoid accidents. In case this is not done, the Department may engage necessary labour to maintain the cleanliness of the premises and removal of debris, and debit all or part of the expenditure so incurred to the contractor. The contractor shall here to, at his own expenses, make all preliminary arrangement as indicated below immediately after the contract is awarded without any loss of time.

a) He shall construct necessary store sheds with double locking arrangement for

the storage of the materials required on the work. The material brought at site for execution of the work shall not be removed without specific permission is obtained from the competent authority in writing.

a) He shall at his own expenses engage watchman for guarding the materials and the work during day and night against any pilferage or damages and also for prohibiting any trespassers till it is finally handed over to the building authority.

Note: All codes and standards referred in the specification are latest where not specified otherwise the installation shall generally follow the Indian Standard Codes of Practice or the relevant British Standard Codes of Practice in the absence of corresponding Indian Standards.

STANDARD AND SPECIFICATIONS

All the Electrical works shall be carried out as per

- a) Relevant B. I. S. Specification.
- b) Safety Regulation 2010 & Electricity Act 2003.
- c) National Electricity Code.
- d) Chapter 16 of PWD Hand-book.

All ISI License mark materials are generally approved by Chief Engineer (Elect.) for use on Government works. The Engineer-in-charge while using materials on works should check-up the validity of ISI license mark issued by "BUREAU OF INDIAN STANDARD" before allowing the material to be used on site. If necessary the Engineer-in-charge should get the materials tested from BIS or any approved laboratory for verifying the required parameters of product.

All other materials which do not bear ISI mark but are manufactured conforming to relevant BIS specification, should be approved for use on works by Chief Engineer (Electrical), P.W.D.

- The Contractor should conduct complete testing of software based wireless digital addressable fire detection alarm system with wire free centralised& integrated voice evacuation monitoring station every month in co ordination with Engineer Incharge.

PERFORMANCE GUARANTEE

In consideration of the Governor of Maharashtra exercising the executive power of the Govt. of the state of Maharashtra (hereinafter referred to as "the Govt." having agreed to purchase from

_____ a company / society /partnership firm carrying on business of _____ Act / Shri _____ Sole Proprietor of _____ and having its / their registered office at _____.

(Hereinafter referred to as "the contractor / s") (Please give the particulars of the instrument to be purchased) for _____ (hereinafter referred to as "the said instruments") on the terms and conditions contained in the tender submitted by the contractor/s under his/its /their letter No. _____ dated the _____ day of _____ 20 and accepted by the Government its letter No. _____ dated the _____ day of _____ 20 addressed to the contractor/s (hereinafter referred to as "the said Agreement") providing, inter alia, that the Contractor/s shall furnish to the Government a Bank Guarantee from any Scheduled Bank in India in the sum of Rs. _____ (Rupees _____ only) as security for due observance and performance by the Contractor/s of the terms and conditions of the said agreement, the Contractor/s hereby furnishes to the Government a Bank Guarantee from a scheduled Bank in India in the like amount in the manner hereinafter contained.

1. We the undersigned _____ incorporated under the _____ act and having one of our local offices at _____ do hereby guarantee to the Government.

a) due performance and observance by the Contractor/s of all the terms and conditions of the said Agreement to be observed and performed by the Contractor/s including the covenant by the Contractor/s to duly carry out and make good the defect in the said instruments which may be found during the warranty period on account of faulty materials or parts used in the said instruments / or defective workmanship and/or any other cause what so ever.

b) Due and satisfactory performance of the said instruments including maintenance and repairs thereof during the warranty period of ~~36~~ years/months from the date of commissioning of work.

c) Due and punctual payment by the Contractor/s to the Government of all sums of money losses damages, costs, charges penalties and expenses that may become due or payable to the Government by or from the contractor/s by reason of or in consequence of any breach, nonperformance or default by the contractor/s of the terms, covenants and conditions of the said Agreement.

2. We do hereby agree and undertake that we shall pay to the Government forthwith on demand an amount not exceeding Rs. _____ (Rupees

_____ only) or such lesser sum as may be demanded by the Government from us as and by way of indemnity of account of any loss, covenant for satisfactory performance of the said instruments, repairing and making good any part of the said instrument/s which is found to be defective during the warranty period and or of the due and punctual payment by the Contractor/s to the Government of all sums of money losses damages costs charges and expenses that may become due and payable by the contractor/s to the Government under the said Agreement.

3. And we hereby further agree that -

[a] The demand made by the _____ for and on behalf of the Government shall be final and binding on us and we shall not dispute our liability as to the amount or raise any objections on the ground that the contractor/s has / have not committed any breach or default of the said terms and covenants and conditions of the said Agreement or any other ground whatsoever:

[b] This guarantee shall be valid for the entire period during which the said Agreement is operation including the warranty period specified for the said instruments:

[c] The Guarantee shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharge or till _____ for and on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the contractor/s and accordingly discharge the guarantee and unless a demand or claim under this Guarantee is made on us in writing on/or before the _____ day of _____ 20

_____ we shall be discharged from all liability under this Guarantee thereafter.

[d] We shall not be released of discharged from the liability under this Guarantee by reason of

- i) Any change in the constitution of the Bank or of the Contractor/s.
- ii) Any arrangements made between the Government and the contractor/s with or without our consent.
- iii) Any forbearance or indulgence shown to the contractor/s:
- iv) Any variation in the terms covenants or conditions contained in the said Agreements. v) Any time given to the Contractor/s or vi) Any other conditions, or circumstance under which in law a surety would be discharged

[e] Our liability hereunder shall be joint and several with that of the Contractor/s as if we were the principal debtors in respect of the amount so ascertain as aforesaid and

[f] We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government; PROVIDED ALWAYS that notwithstanding anything herein before contained, our liability under this Guarantee shall be limited to the said sum of Rs. _____ (Rupees _____ only) and shall remain in force until the _____ day of _____ 20 or damage caused to or suffered by the Government by reason of any breach, non-performance or default by the

contractor/s of the terms, covenants and conditions contained in the said Agreement including the aforesaid.

IN WITNESS WHEREOF the common Seal of _____
_____ Bank has been here into affixed this
_____ day of _____.

The Common Seal of _____ Bank was pursuant to the resolution of its Board of Directors passed at its meeting duly convened and held on _____ day of _____ here to affixed in the presence of _____ & _____ & being respectively _____ & of the Bank who, in token thereof, have hereto set their respective hand in the presence of :-

(1) _____ &

(2) _____

PRICE VARIATION CLAUSE

If during the operative period of the Contract as defined in condition (i) below, there shall be any variation, in the Consumer Price Index (New Series) for Industrial Workers for Pune centers as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and / or in the Wholesale Price Index for all commodities, prepared by the office of Economic Adviser, Ministry of Industry, Government of India, or in the price of petrol/oil and lubricants and major Construction materials like bitumen, Cement, Steel, various types of metal, pipes etc., then subject to the other conditions mentioned below, price adjustment on account of (1) Labour component

(2) Material Component

(3) Petrol Oil and Lubricants Component

(4) Bitumen Component

(5) HYSD and Mild Steel Component

(6) Cement Component

(7) C, I. and D. I. Pipes Component

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

	Internal EI	Machinery	External EI
1 Labour Component	- K1 20%	20%	20%

2	Material Component	-	K2	78%	77%	76%
3	P.O.L Component	-	K3	2%	3%	4%
4	Bitumen Component	-		Deleted		
5	HYSD & Mild Steel Component	-		Deleted		
6	Cement Component	-		Deleted		
7	C.I. & D.I. Component	-		Deleted		

Note :- If particular component is not relevant same shall be deleted.) Star rates for 1 . Bitumen

2. Cement Deleted

3. Steel

4. Cl / Dl pipes

1 . Formula for LabourComponent :

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

Where,

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

P = Cost of Work done during the quarter under consideration minus the cost of Cement, HYSD and Mild Steel, Bitumen, C.I. And 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 specified here)

K1 = Percentage of Labour Component as indicated in above.

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

L1 = Average Consumer Price Index for Pune Center for the quarter under consideration.

2. Formula for Material Component :

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

Where,

V2 = Amount of price variation in Rupees to be allowed for Materials Component P = Same as worked out for labour component.

K2 = Percentage of Materials Component as indicated above.

M0 = Basic Wholesale price index for materials component shall be average wholesale price Index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

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

3. Formula for Petrol, Oil And Lubricant Component:

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

Where,

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

Component P = Same as worked out for Labour Component.

K3 = Percentage of Petrol, Oil and Lubricant Component.

P4 = Average price of H.S.D. at Mumbai during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

P1 = Average price of H.S.D. at Mumbai during the quarter under consideration.

4. Formula for Bitumen Component :

$$V4 = QB (B1 - B0) \quad \text{DELETED}$$

5. Formula for HYSD and mild Steel Component :

$$V5 = \frac{S0 (S11 - S10)}{S10} \times T$$

6. Formula for Cement Component :

$$V5 = \frac{C0 (C11 - C10)}{C10} \times T \quad \text{DELETED}$$

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

$$V7 = QD (D1 - D0) \quad \text{DELETED}$$

(i) The operative period of the Contract shall mean the period. Commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed, for the completion of the work specified in the Contract for work expires, taking into consideration the extension of time, if any for completion of the work granted by Engineer- inCharge under the relevant Clause of the conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The operative period does not include period of maintenance of 3 years from date of completion or commissioning whichever is later. The decision of the Engineer-in-Charge as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the **indices L1, M1, C1, P1, B1, S11 and C11** to the levels corresponding to the date from which such compensation is levied.

(ii) This price variation Clause shall be applicable to all contracts in B1 /B2 & C form but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this Clause.

(iii) Price Variation under this Clause shall not be payable for the extra items required to be executed during the completion of work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the Contract form B1/B2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under Clause 38/37 of the Contract form B1 /B2 extends beyond the operative date of the DSR then rates payable for the same beyond the operative the date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.

(iv) This Clause is operative both ways, i.e. if the Price Variation as calculated above is on the plus side payment on account of the price variation shall be allowed to the Contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the Contract.

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

For Dy.Ex.Engineer

SCHEDULE 'B' - Estimate No. : OW/MH/PD/ 130 / 2015-16
Name of work : Providing fully Comprehensive Annual Maintenance of VRF, Split units in Temple Trust Building &Pratikshalay building at Shree Siddhivinayak Temple Trust (Prabhadevi) Mumbai.(For 36 Month)

Sr.

Item Description

No.Quantity

Providing fully Comprehensive Annual Maintenance of VRF, Split units in Temple Trust Building &Pratikshalay building at Shree Siddhivinayak Temple Trust (Prabhadevi) Mumbai..

With Following Scope of Work , Following Items are Covered in this Central A.C Plant..

- 1) Water Cooled Scroll Chiller of R407 - 26 TR -3 Nos. , 2)
- Water Cooled Ductable Split Unit - 11 TR 3) Primary Chilled
- Water Pump - 5 HP - 3 Nos.4) Condensor Water Pump - 5 HP
- 2 Nos.5) Cooling Tower - 89 TR 6) Air Handling Unit - 2
- Nos.7) Chilled Water Fan Coil Unit - 2 Nos.

ANNEXURE II: SCOPE OF WORK

Risk Protection Contract/Comprehensive Maintenance Contract for Central Plants
Blue Star shall check and render preventive maintenance service to all the equipment every 3 months i.e., four times in a year during the currency of the contract. Blue Star will also attend/arrange to attend all normal break-downs if any, on call basis.

Each service will include the following:

1. Checking the functioning of Chiller unit/Air Handling unit/Pumps/Cooling tower/Controls and all such equipment covered under the contract.
2. Free replacing of defective/worn out parts with new or repaired parts for compressor/thermostat/ cut outs based on our assessment.
3. Repairing of equipment at site/service station as the case may be.
4. Descaling of condensers/chemical cleaning of evaporator coils based on our assessment and working parameters of the plant.
5. Replenishing refrigerant gas and compressor oil in the system arising out of system defect, excluding sealed compressor.
6. Checking of compressor for its proper working.
7. Annual pumping-down and restarting as and when required.
8. Checking of Microprocessor control panel, control boards, transducers of packaged chillers/condensing unit for their correctness and replace if necessary.
9. Replacing of parts due to normal wear and tear.
10. Providing standby A.C Mechanic and Helper as when required i.e. during VIP Visit or Function in the Building till the end of the Function.

Signature of Contractor

No. of Corrections

Executive Engineer

For Dy.Ex.Engineer

EXCLUSIONS

- * Day to day operation of the machine/plant

(Except for operation contracts) or additional service during the year. These services shall be offered on chargeable basis.

* Repairs or replacement of AHU coils and bottom trays.

* Repairs or replacement of FCU, they can be covered only at additional price. * Any Kind of masonry ,structrals and carpentary works.

Total Rs. :10,12,125/-

Total Amount In Words Rupees Ten Lacs Twelve Thousand One Hundred Twenty five And Paise Nil Only

Note : 1) I/We have see Specifications.
 2) I/We agree to carry out the work as per specifications.
 3) I/We hereby tender for execution of work specified in schedule B at - % ABOVE / BELOW / AT PAR of the esimated rates in schedule of rates on the work to be carried out as enclosed duly signed by contractor

Signature of Contractor No. of Corrections

Executive Officer