

(FOR OFFICE USE ONLY)

B-I TENDER No. FOR THE YEAR 2023-24



KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE.
(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)

**CHIEF ENGINEER, WATER RESOURCES DEPARTMENT KONKAN REGION,
MUMBAI**

**NORTH KONKAN IRRIGATION PROJECT CIRCLE,
KALWA, THANE.**

TENDER PAPERS

Sanction Estimate No. 22 /for 2023-24

Estimate Cost Rs. 51,97,631/-

**NAME OF
WORK :**

**DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-
PALGHAR "ESTIMATE OF PREPARATION OF LAND
AQUISITION PROPOSALS WITH VALUATION OF
BUILDINGS"**

TENDER COST Rs. 44,11,435/-

**EXECUTIVE ENGINEER,
PALGHAR IRRIGATION PROJECT CONSTRUCTION DIVISION,
SURYANAGAR
DAHANU- PALGHAR**

Contractor

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

**NAME OF WORK : DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-
PALGHAR "ESTIMATE OF PREPARATION OF LAND AQUISION
PROPOSALS WITH VALUATION OF BUILDINGS"**

INDEX

Sr. No.	Particulars	Page No.	
		From	To
	Volume – I	1	149
1.	Section - I Press Notice & Detailed Tender Notice	2	7
2.	Section - II Definitions	8	11
3.	Section - III Instructions for Bidders	12	24
4.	Section - IV Work Specific information	25	31
5.	Section - V Undertaking & Proformas	32	43
6.	Section - VI	44	99
	a) B-1 Tender form	55	50
	b) Condition of Contracts	51	90
	c) Schedule 'A'	91	91
	d) Schedule 'B'	92	98
	e) Schedule 'C' Items wise specifications abstract	99	102
	f) Work Programme	103	106
7.	Section - VII Appendix & Forms & Annexures	100	118
8.	Section - VIII Special Condition of Contract	119	149
9.	Volume – II Specifications - Items wise specifications	150	156

KONKAN IRRIGATION DEVELOPMENT CORPORATION

KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE.

**NAME OF WORK : DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-
PALGHAR "ESTIMATE OF PREPARATION OF LAND
AQUISITION PROPOSALS WITH VALUATION OF BUILDINGS"**

Tender Cost : Rs 44,11,435/-

Tender Paper submitted for Approval.
Amount Rs. 44,11,435/- is Recommended for Approval"

Assistant Engineer Gr-1
Palghar Irrigation Construction
Sub Division, Manor

Senior Divisional Accountant Officer
Palghar Irrigation Project Construction Division,
Suryanagar, Tal: Dahanu , Dist- Palghar

**"Approved for the Amount Rs. 44,11,435/- (In Rs. Forty Four Lakh Eleven
Thousand Four Hundred Thirty Five Rupees Only.) "**

Executive Engineer
Palghar Irrigation Project Construction Division,
Suryanagar ,Tal-Dahanu, Dist- Palghar

KONKAN IRRIGATION DEVELOPMENT CORPORATION

DISCLAIMER

1. Detailed time table for the various activities to be performed in e- tendering process by the Tenderer for quoting their offer is given in this tender documents under "Tender Schedule", Contractor should carefully note down the cut-off" dates for the carrying out each e- tendering process/activity.
2. Every effort is being made to keep the website up to date and running smoothly 24x7 by the Government and the Service Provider. However Government takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event WATER RESOURCES DEPARTMENT will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website, it includes all associated services, or due to such unavailability of the Website, or any part thereof or any contents or any associated services.
4. Tenders must follow the time table of e- tendering process and get activities of e- tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
5. WATER RESOURCES DEPARTMENT will not be responsible for any incomplete activity of e- tendering process of the tenderer due to technical error/failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Contractors must get done all the e- tendering activities well in advance.

SECTION – I

PRESS NOTICE & DETAILED TENDER NOTICE

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Water Resources Department GR No. Tender 0417/Pra.Kra.247/MP-1 Dt. 18/10/2023
Proforma-1

Konkan Irrigation Development Corporation , Thane
 (Govt. of Maharashtra Undertaking)
North konkan irrigation project circle, Kalwa-Thane

Executive Engineer,
 Palghar irrigation Project Construction Division, Suryanagar
 E-mail- eepipcd@gmail.com
E-TENDER NOTICE NO. 08 FOR 2023-24
 Main Portal- <http://mahatenders.gov.in>

Executive Engineer, Palghar irrigation Project Construction Division, Suryanagar Water Resources Department, Government of Maharashtra Is invites offers in form B-1 for Following Work From **Class-V & above bidder on Registered From Public Work Department** Of Maharashtra bidder on e-tender portal. The tender documents should be downloaded from Govt. of Maharashtra, website <http://mahatenders.gov.in> Detailed tender instructions and all information regarding e-tendering is available on government website and on the notice board of division office.

Right to accept or reject the tender is reserved by the Executive Engineer, Palghar irrigation Project Construction Division, Suryanagar. Conditional tender will not be accepted. Any changes in the tender notice will be intimated on the web site <http://mahatenders.gov.in>

Name of Work:-	DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR "ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS WITH VALUATION OF BUILDINGS"
District:-	Palghar
Tender Cost Rs.	44,11,435/-
Period of download of Tender	From :- dt. 18/03/2024 to dt.01/04/2024
Period of Geo tagging	From :- dt. 18/03/2024 to dt.23/03/2024
Opening of tenders Date	Date :- 02/04/2024 (If Possible)
Place	Executive Engineer, Palghar irrigation Project Construction Division, Suryanagar . (Surya Project Colony, Manor, Ta. Dist. Palghar)

All information relating to above tenders is available on following websites.

- 1) <http://mahatenders.gov.in> (If there is any change in above notice, same will be informed on website).
- 2) On notice board Executive Engineer, Palghar irrigation Project Construction Division, Suryanagar, Tal.Dahanu, Dist. Palghar.
- 3) Geo-Tagging should be done by the contractor himself or his authorized representative. It will be mandatory for the contractor or his authorized representative to enter date and time of the visit along with signature on the Geo-Tagging certificate.
- 4) Authority letter regarding Geo-Tagging should be submitted by contractor in Envelope No. 1 without this tender will not be valid further action. Period of Geo-Tagging is from Date -18/03/2024 to Date-. 23/03/2024.
- 5) Contractor should visit for Geo-Tagging on following locations.

Site Location For Geo tagging	Latitude	Longitude
1)	19° 48' 48.86" N	73° 10' 1.15" E
2)	19° 49' 53.49" N	73° 8' 44.33" E
3)	19° 37' 54.70" N	73° 2' 0.75" E

Sd/-
 (D.S.Shewale)
 Executive Engineer
 Palghar irrigation Project Construction Division, Suryanagar

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

जलसंपदा विभाग, शासन निर्णय क्रमांक निविदा ०४१७/प्र.क्र.२४७/मोप्र-१ दि.१८.१०.२०२३

प्रपत्र-१

कोंकण पाटबंधारे विकास महामंडळ, ठाणे

(महाराष्ट्र शासनाचा अंगीकृत उपक्रम)

उत्तर कोंकण पाटबंधारे प्रकल्प मंडळ, कळवा-ठाणे

पालघर पाटबंधारे प्रकल्प बांधकाम विभाग, सुर्यानगर

ई-मेल :- eepipcd@gmail.com.

ई-निविदा सूचना क्र.०८ सन २०२३-२४

Main Portal- <http://mahatenders.gov.in>

कार्यकारी अभियंता, पालघर पाटबंधारे प्रकल्प बांधकाम विभाग, सुर्यानगर जलसंपदा विभाग, महाराष्ट्र शासन हे महाराष्ट्र राज्यच्या सार्वजनिक बांधकाम विभागाकडील नोंदणीकृत वर्ग-५ व पुढील सक्षम कंत्राटदारांकडून खालील कामा करिता ब-१ नमुन्यातील ई-निविदा प्रणालीद्वारे (ऑनलाईन) निविदा मागवित आहेत. निविदा कागदपत्रे शासनाचे संकेतस्थळ <http://mahatenders.gov.in> येथून डाऊनलोड करण्यात यावीत.

तसेच निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता, पालघर पाटबंधारे प्रकल्प बांधकाम विभाग, सुर्यानगर यांनी राखून ठेवला आहे. अट असलेली निविदा स्विकारली जाणार नाही. सदर निविदा सूचनेमध्ये काही बदल असल्यास <http://mahatenders.gov.in> या संकेतस्थळावर कळविण्यात येईल.

कामाचे नाव	देहरजी मध्यम प्रकल्प, ता.विक्रमगड, जि.पालघर या प्रकल्पाच्या बुडीत क्षेत्रातील संपादित केलेल्या वनजमिनिचे सर्वेक्षण करून सीमांकन करणे
जिल्हा	पालघर
निविदेची किंमत रुपये	रु. ४४,११,४३५/-
ई-निविदा उपलब्ध कालावधी	दिनांक:- १८/०३/२०२४ ते दिनांक: ०१/०४/२०२४
Geo-tagging कालावधी	दिनांक:- १८/०३/२०२४ ते दिनांक: २३/०३/२०२४
ई-निविदा उघडण्याचा दिनांक	दिनांक:- ०२/०४/२०२४ (शक्य झाल्यास)
स्थळ	कार्यकारी अभियंता, पालघर पाटबंधारे प्रकल्प बांधकाम विभाग, सुर्यानगर (सुर्या प्रकल्प वसाहत, मनोर, ता.जि. पालघर)

१) खालील संकेतस्थळावर ई-निविदा बाबत सर्व महिती उपलब्ध आहे. <http://mahatenders.gov.in> (सदर निविदा सूचनेमध्ये काही बदल होत असल्यास वेबसाईटवर कळविण्यात येईल).

२) कार्यकारी अभियंता, पालघर पाटबंधारे प्रकल्प बांधकाम विभाग, सुर्यानगर, ता.डहाणू, जि. पालघर कार्यालयातील सूचना फलक

३) Geo-Tagging हे कंत्राटदार स्वतः किंवा त्याच्या प्राधिकृत प्रतिनीधी यांनी स्वतः करावयाची आहे. तसेच कंत्राटदाराने किंवा त्याच्या प्राधिकृत प्रतिनीधी यांनी Geo-Tagging केलेल्या प्रमाणपत्रावर भेटीची दिनांक व वेळ नमूद करून स्व साक्षात्कीत करणे अनिवार्य राहिल. सदर प्रमाणपत्र लिफाफा क्र. १ मधून सादर करणे अनिवार्य आहे. अन्यथा सदर कंत्राटदाराची निविदा ग्राह्य धरली जाणार नाही. Geo-Tagging चा कालावधी दि. १८/०३/२०२४ ते. २३/०३/२०२४ .

४) कंत्राटदाराने स्वतः किंवा त्याच्या प्राधिकृत प्रतिनीधी यांनी Geo-Tagging साठी खाली नमूद केलेल्या कार्यक्षेत्रावर जाऊन पार पाडावी.

Site Location For Geo tagging	Latitude	Longitude
1)	19° 48' 48.86" N	73° 10' 1.15" E
2)	19° 49' 53.49" N	73° 8' 44.33" E
3)	19° 37' 54.70" N	73° 2' 0.75" E

जा.क्र.पापाप्रबांवि/लेशा-१/६०७/२०२४

कार्यकारी अभियंता यांचे कार्यालय

पालघर पाटबंधारे प्रकल्प बांधकाम विभाग, सुर्यानगर,

दिनांक:- ०७/०३/२०२४

सही/-

(दि.श्री.शेवाळे)

कार्यकारी अभियंता,

पालघर पाटबंधारे प्रकल्प बांधकाम विभाग,

सुर्यानगर

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

DETAILED TENDER NOTICE
KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE
E-TENDER NOTICE NO. 08 FOR 2023-24
CIRCLE :- NORTH KONKAN IRRIGATION PROJECT CIRCLE,
KALWA-THANE

DIVISION :- Palghar Irrigation Project Construction Division, Suryanagar

1.1.1. On line electronic bids in B-1 form Work From Class-V & above bidder on Registered From Public Work Department Of Maharashtra bidders for below mentioned work are invited by Konkan Irrigation Development Corporation, Thane from Contractors in India who fulfil the qualifying criteria. The time schedule for various bidding phases is given in the detailed tender notice.

Sr. No	Name of work	Estimated cost put to tender (Rs. Lakh)	Earnest Money Deposit	Time limit for completion	Cost of blank tender form (Rs.).	Class of Registration
1	DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR "ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS WITH VALUATION OF BUILDINGS"	Rs. 44,11,435/-	Rs. 44,200/-	12 Months (including Monsoon.)	2,360 /- (Including GST) (Non Refundable)	Class-V & above bidder on Registered From Public Work Department

1.1.2. Post qualification is applicable for this tender work.

1.1.3. Forms of Main Tender documents are available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in> The aspiring Bidders will have to download Main Tender form, from the website mentioned above. The bidder has to fill in On line format and upload information regarding Main Tender On line. Also he has to download the Main Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.

1.1.4. Blank tender forms will have to be downloaded by the contractor only from the website of Govt. of Maharashtra <https://mahatenders.gov.in> While submitting the dully filled Tender Documents the Bidder are required to Deposit Tender fee amount of Rs.2,360/- (Including GST) and E.M.D. of Rs.44,200/-through e-payment gateway. The EMD online shall be submitted in NEFT/RTGS/Online from contractors bank account. The contractor has to prepare & submit Main Tender Documents On line on or before as per schedule. Hard copy of tender document will not be accepted.

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

- 1.1.5. The contractor should upload the documents in readable form, He should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of Tender opening Authority regarding this will be binding to all contractors.
- 1.1.6. All rights are reserved to reject any or all Tenders without assigning any reason by the competent authority.
- 1.1.7. If any assistance is required regarding e-Tendering (upload & download) Please contact NIC E-procurement Toll Free Number (24*7) 180030702232
- 1.1.8. Tender Fee is non Refundable.

1.1.9. GEO-TAGGING

The following standard procedure (SOP) should be followed for field inspection and Geo-Tagging which is mandatory. Without which Envelope No. 1 will not be evaluated, the Envelope No 2 will not be opened and the bid will not be considered.

- Each tenderer shall be required to inspect the work site, minor mineral area and other important work areas before submitting the tender at following site location for Geo-tagging.

Site Location For Geo tagging	Latitude	Longitude
1)	19° 48' 48.86" N	73° 10' 1.15" E
2)	19° 49' 53.49" N	73° 8' 44.33" E
3)	19° 37' 54.70" N	73° 2' 0.75" E

- The Geo-Tagging should be carried out by the bidder / his authorized representative during period from dt **18/03/2024 to 23/03/2024 (from 10: 00 Hrs. to 16:45 Hrs.)**
- The bidder has to upload certificate of Geo-Tagging as given (Format Attached) along with Geo-Tagging photographs in Envelope No. 1
- The bidder has to submit one photo per site of above given sites (Total three photos).
- Latitude & Longitude should be in above given format (i.e in degree, minutes and seconds) & should be mentioned on photo with date.
- No claim after Geo-Tagging:-** After taking Geo-Tagging & site visit it is assumed that bidder is well known about the site condition so the contractor is

KONKAN IRRIGATION DEVELOPMENT CORPORATION

not entitled to claim extra lead due to insufficient quantity/ expected quality of minor minerals at field site, unavailability of labour, extra lead due to extra hauling of material, non-availability of construction materials etc.

7. No officer of WRD shall be present at the above site locations to Co-ordinate the bidders Or their representatives for Geo-Tagging

TIME SCHEDULE FOR TENDER NOTICE NO. 08 FOR 2023-24

Sr. No.	Details	Start Date	Hrs.	End Date	Hrs.
1.	Publication of Tender	18/03/2024	10:00	18/03/2024	11:00
2.	Tender Sale & Download	18/03/2024	10:00	01/04/2024	16:45
3.	Bid Submission	18/03/2024	10:00	01/04/2024	16:45
4.	Geo-Tagging	18/03/2024	10:00	23/03/2024	16:45
5.	Opening of Technical Bid	02/04/2024	17:00	(If Possible)	
6.	Opening of Financial Bid				

- 1.1.14 The tender documents are available for online bid preparation & submission from web site Main Portal: <https://mahatenders.gov.in>.

- 1.1.15. The contractor has to prepare and submit all Tender document online on or before as per schedule.

NOTE :- All the participating bidders or any authorized person from the bidding company /organization must present in this office on the date of technical and financial opening of the tender. If the participating bidders are not present for opening of tender, Their complaints will not be entertained after that.

Sd/-

Executive Engineer

Palghar irrigation Project Construction Division,
Suryanagar

SECTION – II

DEFINITIONS

KONKAN IRRIGATION DEVELOPMENT CORPORATION

SECTION -II DEFINITIONS

- 2. KIDC:** KIDC shall mean the 'Konkan Irrigation Development Corporation, Thane, acting shall mean the Konkan Irrigation Development Corporation, Thane acting through it's Executive Director, as defined in Maharashtra Act III of 1998. Konkan Irrigation Development Corporation, Thane is a BODY Corporate constituted under the Maharashtra Act III of 1998, and has been established by the notification published in the Gazette of Irrigation Development dated 6-1-1998. The head quarter of the Konkan Irrigation Development Corporation Thane (Konkan Irrigation Development Corporation, Thane for short, K.I.D.C. and hereinafter referred to only Corporation.) is Thane. The Official Postal address on behalf of Corporation for correspondence is as under.

*The office of the Chief Engineer,
Water Resources Department, Konkan Region
Hong Kong Bank Building, 4th Floor
Hutatma Chowk, Mumbai.
Pin -400 001*

- 2.1 CHIEF ENGINEER :**
Chief Engineer shall mean Chief Engineer, Water Resources Department, Konkan Region Mumbai-400001.
- 2.2 SUPERINTENDING ENGINEER :**
Superintending Engineer means Superintending Engineer of North Konkan irrigation project circle, Kalwa-Thane
- 2.3 EXECUTIVE ENGINEER :**
Executive Engineer means in charge Executive Engineer of Palghar Irrigation Project Construction Division, Suryanagar
- 2.4 WEB SITE :**
Web Site means official web sites for e-tendering having following web addresses -<https://mahatenders.gov.in>
- 2.5 APPLICANT :**
Applicant means individual proprietary firm, firm in partnership, Limited Company, Corporation applying to become eligible to tender.
- 2.6 COMPETENT AUTHORITY :**
Competent Authority shall means tender acceptance authority i.e. Chief Engineer , Water Resources Department, Konkan Region Mumbai-400001 as per M.P.W. manual जलसंपदा विभाग and शासन निर्णय क्र.निविदा-०४१७/ प्र.क्र.२४७/१७/मोप्र-१, दि. १८/१०/२०२३.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

2.7 ENGINEER / ENGINEER-IN-CHARGE :

Engineer / Engineer-in-charge shall mean the Executive Engineer in charge of the works and shall also include the superior Officers of the Engineering Departments of the Corporation, i.e. the Superintending Engineer , North Konkan irrigation project circle, Kalwa-Thane

2.8 ENGINEER'S REPRESENTATIVE :

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

2.9 CONTRACTOR :

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

2.10 CONTRACT :

Contract shall mean and include following documents.

- Volume I - Tender Documents.
- Volume II - Specifications.
- Volume III - Drawings.
- Tender document and information / data submitted by contractor.

2.11 WORK :

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

2.12 SPECIFICATIONS :

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

2.13 DRAWING :

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

2.14 SITE :

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

2.15 DEFECT(S) LIABILITY PERIOD :

Defect(s) liability period" shall mean period for 12 months from the date of issue of completion certificate or final date of measurement of final bill by Engineer-in-charge. Contractor will be responsible to rectify all the construction / manufacturing defects within above period.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

2.16 SINGULAR AND PLURAL :

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

2.17 HEADINGS AND MARGINAL HEADINGS :

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

SECTION -III

**GENERAL INSTRUCTIONS FOR
CONTRACTOR FOR MAIN
BIDDING/FINANCIAL BIDDING
PROCESS**

SECTION - III**ADDITIONAL INSTRUCTIONS TO TENDERER****3.1.0 INFORMATION AND ADDITIONAL INSTRUCTIONS TO TENDERER**

3.1.1. The Online tenders in B-1 forms are invited by the Corporation from the Any contractor who qualify post qualification and tender conditions & clauses for the work, details of which are given in Section IV & V of this Tender document.

3.1.2. The Contractor should download Main Tender Document from the website.

<https://mahatenders.gov.in>

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

3.1.4 The applicants Tender Submission Letter shall be typed on his Letterhead and scanned copy of the same shall be uploaded along with Main tender document.

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

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

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

3.1.8 The applicant is encouraged to attach any additional information, (Photographs of works which were already carried out which he thinks necessary in regards to his capabilities). No further information will be entertained after submission of Main Tender Document unless it is requested by the Konkan Irrigation Development Corporation, Thane, (hereinafter referred to as KIDC or Corporation).

KONKAN IRRIGATION DEVELOPMENT CORPORATION

3.1.9 The Main Tender Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the post-qualification shall be treated as confidential and will not be returned. ***Hard copy of Main Tender Document will not be accepted in any condition.***

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

3.2.0 METHOD OF APPLYING.

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

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

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

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

3.2.3 The application shall be signed so as to be legally binding on all partners.

3.3.0 PROVISION OF TENDER DOCUMENTS AND CLARIFICATION REGARDING:-

3.3.1 There is no need to hold a pre-bid Conference meeting with the tenderer.

3.3.2 If the tenderer has any doubts after downloading the tender, they should be asked online under the seek clarification option. Clarification / resolution of doubts will be done in office of Executive Incharge on written application

3.3.3 The Bidder shall submit in writing his objection about the provision and conditions of

3.3.4 If the clarification of the points raised by the contractors is not given by the Department, then the contractor shall submit his tender assuming that there are no changes in the conditions of the contract.

3. 4.0 REVISION OR AMENDMENT OF TENDER DOCUMENTS :

Right is reserved to revise or amend the tender document released on website, prior to time instance specified in time schedule for main tender preparation. Any further

KONKAN IRRIGATION DEVELOPMENT CORPORATION

revisions or amendments or time extensions shall be communicated to all concerned by e-mail and as may be displayed on website.

3.5.0 TENDERER TO INFORM HIMSELF FULLY :

The tenderer shall be deemed to have fully acquainted himself with,

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

3.6.0 EARNEST MONEY (PERFORMANCE SECURITY)

All tenderers shall pay entire E.M.D. as specified at Sr. No.4.10.3 of Section-IV.

as per mode of payment as specified in Sr. No. 3.11 Note 2 of Section III.

3.7.0 ADDITIONAL PERFORMANCE SECURITY DEPOSIT:

PERFORMANCE SECURITY in case of offer below the cost put to tender as per Marathi GR of WRD (जलसंपदा विभाग, शासन निर्णय क्रमांक निविदा/०४१७/प्र.क्र.२४७/मोप्र-१ मंत्रालय मुंबई ४०० ०३२ दि. १८ आक्टोबर २०२३)

If the Contractor quotes his offer below the estimated rate he will have to submit performance security in form of DD or Bank Guarantee /FDR of any Nationalized or Scheduled bank .

The amount of performance security will be 1% of the estimated cost for offers quoted from 1.00% to 10% of below estimated cost.

If the offers quoted are below more than 10% of the estimated cost the amount of performance security will be equal to 1% of the estimated cost plus the percentage by which tender offer is more below than 10% of the estimated cost.(e.g. for tender quoted 14% below:- 1% for below from 1% to 10% and (14% - 10%)=4% for below excess to the 10% thus total 5% of the estimated cost.)

Even If the performance security amount is less than 1000/- Rs. The contractor must deposit a minimum of Rs. 1000/-

KONKAN IRRIGATION DEVELOPMENT CORPORATION

If the offers quoted are below more than 15% of the estimated cost the amount of performance security will be equal to $(6\% + (\text{Quoted rate more than } 15\% - 15\%) \times 2)$

i.e. offers quoted 19% below - $(6\% + (19\% - 15\%) \times 2) = 14\%$

after the financial opening the lowest bidder/L1 must submit the original copy of additional performance security deposit to this office within 8 working days. This DD/BG/FDR submission period will not extended for any reason. If the L1 Bidder Failed to submit performance security deposit within the stipulated Time, Then The EMD will be forfeited & The L1 bidder will not be allowed to participate in any water recourses department & corporation tenders process for the next 2 years.

The DD / Bank Guarantee /FDR should be submitted in favour of Executive Engineer, Palghar Irrigation Project Construction Division, Suryanagar payable at Kasa. The DD/ Bank Guarantee/ FDR issued by nationalized or scheduled bank will be accepted only and the MICR and IFSC code of the issuing bank are printed on The DD. The DD should be valid for three months from the date of submission of tender. The Bank Guarantee shall be valid up to Defect liability period for work after one month. The tender quoted below in rate without submission of DD/Bank Guarantee /FDR in original, will not be considered and will be rejected.

The amount / Bank Guarantee of performance security of successful contractor will be refunded after the three (3) months of successful execution of work allowed. In case of rescind of work on account of contractor under clause 3 of condition of contract the whole of the performance security will be forfeited.

Note :- Contractors who submit fake Documents / D.D./Bank Guarantee / FDR are liable to liable for punishment under information technology Act, 2000 and Indian penal code and also the Earnest money, Security Deposit and Additional performance security deposit will be forfeited. & the bidder will not be allowed to participate in any Govt. tender process for the next 2 years.

3.8.0 REFUND OF EMD

After acceptance of the offer of successful tenderer, the E.M.D. of other tenderer's will normally be refunded.

In the case of successful tenderer, the earnest money will be refunded after signing of contract documents.

Earnest money amount shall not carry any interest whatsoever.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

3.9.0 SECURITY DEPOSIT :

A sum as mentioned at No. 4.10.5 of section IV will have to be deposited by the successful Contractor at the time of completing the contract documents. OR The earnest money deposited by the contractor with his tender will be retained by the KIDC as part of security deposit if tenderer requests in writing to that effect. The balance to make up this security deposit may, unless otherwise specified in the special conditions, be deposited by the contractor in the form of Demand Draft The security deposit will be retained by the KIDC for the due and faithful fulfilment of the contract by the contractor. In addition to the sum as above, sums as Security Deposit will be deducted from running account bills at the rate shown at Memorandum Para (f). The sum of Security Deposit thus deducted from the running account bills, will remain in the form of cash for a period as stated in Clause 20 of B-1 Tender.

3.9.1 The Refund Procedure for Performance Security shall be as per WRD GR No.nivida0417/PK-247/MP-1dt. 18.10.2023**3.10 MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS :**

Main Tender Documents contains technical bid and financial bid which are to be prepared& submitted On line. The documents are to be downloaded from website www.mahatenders.gov.in Bidder should fill it completely and upload on web site by scanning & digitally signed wherever necessary. The detailed step by step procedure for uploading the Main Tender Documents, required Tender papers, Payment of tender fee, and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms On line.

3.11. THE BIDDER SHALL SUBMIT DOCUMENTS LISTED BELOW IN TECHNICAL (T1) ENVELOPE NO.1

- i) Scanned Copies of original documents defining the constitution or legal status place of registration number partnership or companies act and principal place of business, written power of authority of signatory of the bid to commit the bidder.
- ii) Scanned copy of valid Contractor's Valid Registration Certificate of PWD
- iii) A Scanned copy of income tax return for the financial year 2023-24 (A.Y. 2022-23)
- iv) Scanned copy of PAN card.
- v) Scanned copy of GST registration as per Maharashtra GST Act. 2017.
- vi) Scanned copy of Deed of Partnership or Article of Association and Memorandum of Association for Limited Company.
- (vii) Scanned copy of Power of Attorney If applicable.
- (viii) Scanned copy of payment for proof (Bank Statement) of payment towards

KONKAN IRRIGATION DEVELOPMENT CORPORATION

tender fee/ through bidder bank account only.

- (ix) Scanned copy of e payment gateway towards EMD through bidder bank account only.
- (x) An original duly filled affidavit Agreement (Appendix-J) on Rs.500/- stamp paper should be uploaded & hard copy submitted to the officer after opening the financial bid. As per Pg. No. 107 & 108
- (xi) An original duly filled affidavit on (Appendix-1) Rs.100/- stamp paper (format attached). As per WRD GR No.247 dated 18/10/2023 (Before competent authority i.e. Notary) should be uploaded & hard copy submitted to the officer after opening the financial bid. As per Pg. No. 111
- (xii) Applicant must submit undertaking for manpower requirement & machinery requirement as per Undertaking-3.
- (xiii) The list of Technical Personal and Machinery & plants available with the tenderer for use on this work. (Information to be given in Form 6 & 9 a)

List of Minimum Technical Personal and Minimum Machinery & plants required for this work are mentioned below.

List of minimum Technical Personal required for this work

Sr No.	Description	Min. Qualification	Required No.
1	2	3	4
1	Site Engineer Engineers with Degree/ Diploma (Civil)	B.E. Civil/ Diploma in Civil	4

List of minimum Machineries required for this work

Sr No.	Machinery	Required No.
1	2	3
1	Excavator/JCB	4
2	Dozer/ Spreader	4
3	Self Loading Concrete Mixer	4
4	Roller up to 10T	4

- (xiv) ~~Details of work done during last three years with the value of work unfinished. (Information to be given in Annexure No.1 attached with tender). Supported by the Work Done Certificate given by the Executive Engineer of the concerned division.~~

- (xv) Contractor shall submit Geo-Tagging in Envelope no 1 and self-attested

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

authority letter Form- I without which the tender will not be considered.

(xvi) All Undertakings , Proformas & Appendix.

All uploaded documents shall be self-attested by bidder and if required, original copies shall be made available for verification

Contractor should submit all above required documents in envelop no.1. otherwise contractor get disqualified if any of above document not submitted.

In any case, the tender will not be accepted in hard copy from the contractor.

Contractor should certify online that he is agree with the tender and terms and conditions of the tender.

While uploading documents, the contractors should not upload scan copy of tender documents(Tender booklet) in other documents.

The contractors should upload the self-evaluation sheet by specifying the information in the self-evaluation sheet.

If, during the period of tender evaluation, acceptance, bill payment or after the completion of tender in the period of defect liability or finalization of work, it is found that contractor has submitted false documents, action will be taken as per WRD GR No.nivida0417/(PK-247/MP-1 dated 18/10/2023

Also EMD/SD/Add. Performance SD of the contractor will be forfeited and the contractor will be banned to participate in the tender process of water resources department for 3 years. Also criminal case will be filled against the bidder as per the Indian Penal code and Information technology act 2000

All scanned documents required to be submitted on-line as said above, and required original copies shall be kept ready at the time of opting the tender verification.

Conditional Tenders will not be accepted.

Supporting documents issued by competent authority must be uploaded for all information's given in prescribed proforma.

NOTE :- 1

1) The scanned copy of the tender documents must uploaded separately but not with the other tender documents.(i,e technical envelope and any)

2) If the documents submitted by the bidder are found to be false at any stage of the tendering process, the bidder is liable for punishment under information technology Act, 2000 and Indian penal code. & The bidder will not be allowed to participating any Govt. tender process for the next 3 years. and also the Earnest money, Security Deposit and Additional performance security deposit will be forfeited

KONKAN IRRIGATION DEVELOPMENT CORPORATION

3) If the bidder failed to comply with conditions stipulated in 3.11(i) to (xi) he will not be considered to be qualify for Commercial (C1).

NOTE: 2

* Bidders who are using S.B.MOPS other **BANKS INTERNET BANKING** are requested to make On Line Payment Four Days in Advance for tender fee & EMD.

* **Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering portal.**

Note: 3

* **The tender is subject to be disqualified if the tenderer has made misleading or false representations in the forms, statements and attachments submitted as proof for the qualification requirements, and/or record of past performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failure etc.**

3.12 COMMERCIAL (C1) ENVELOP NO.2

The second e-envelope named **COMMERCIAL (C1) Envelop No.2** shall contain only the i) BOQ issued by the department ii) CSD

3.13 INSTRUCTIONS TO BE CONSIDERD WHILE QUOTING TENDER OFFER
Tender Rate :-

3.13.1 The tenderer should quote his offer in the form of percentage below or above estimated cost given in Schedule 'B' at appropriate place in B-1 form both in figure and words. The contractor shall quote for the work as per details given in the main tender viz conditions in B-1-form, special conditions of contract, specifications, common set of deviations issued / additional stipulations made by the KIDC which will be available at the e-tendering portal from time to time.

3.13.2 GST:

a) The tender cost published in tender is exclusive GST and the rates quoted by the Contractor shall be rates excluding GST, payment of GST will be made by department to the contractor on accepted RA bill amount, separately at the prevailing rate applicable at the time of payment of RA Bill.

b) Provisional amount of GST @ 2% i.e. 1% CGST+1%SGST will be deducted at Source (TDS) from R.A. Bills.

c) GST is required to pay by the contractor as per applicable rates and bills/invoices of the paid amount shall be submitted to the dept. The dept. shall

KONKAN IRRIGATION DEVELOPMENT CORPORATION

reimburse the GST amount at actual. Further any GST related G.R. issued by Govt. of Maharashtra will be applicable in this regard.

3.13.3 CONDITIONAL TENDER :

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

3.13.4 QUANTITIES PUT TO TENDER :

The quantities given in Schedule 'B' for various items are approximate. Some of the items of works put to tender are likely to be executed departmentally, till the contract agency is fixed. Such quantities which would be executed till the fixation of contract will stand deducted from the quantities entered in the Schedule 'B' at the time of signing of contract. The contractor should take cognizance of this fact and no claims will be tenable on account of such reduction in quantity. There may also be variation in quantities on account of change or modifications in design and no claims will be tenable on account of such reduction / increase in quantity. The quantities of items on which the KIDC has carried out the work, as measured on the date of work order shall stand deducted from the quantities stipulated in Schedule 'B' as put to tender by the KIDC for the purpose of application of stipulation of Clause 38 of Conditions of Contract of the tender.

3.13.5 TENDER UNITS :

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

3.13.6 MODE OF MEASUREMENT :

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

3.13.7 VALIDITY FOR 60 DAYS :

The offer shall remain valid for a period of 60 (Sixty) days from the date of the opening of Financial bid and thereafter until it is withdrawn by notice in writing by the tenderer, to Executive Engineer and Superintending Engineer. Such notice shall be sent by Registered Post Acknowledgment Due (RPAD). If the acceptance of tender is not communicated within 60 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

3.14 METHOD OF OPENING OF TENDERS :

Following procedure will be adopted for opening of tenders.

3.15 Technical Bid :

First Technical Bid of **all** the tenderers will be opened On line to verify its contents as per requirements. The tenderer shall meet the requirement of documents . If the various requirements as specified at **Section III, IV & V** are not uploaded or verification of the same do not meet the requirements, a note will be recorded accordingly by the tender opening authority and further evaluation for eligibility will not be done. The decision of tender opening authority is final in this regards.

3.16 Evaluation of Tenders – Tender opening authority will evaluate the documents in technical bid to verify the eligibility of each bidder. Eligibility of each tenderer will be evaluated according to eligibility criteria laid down in Section-V of tender documents.

3.17 Opening of Financial Bid

Tenderers who meet the eligibility Criteria after Technical evaluation will be considered for opening of financial bid. Financial bid of eligible tenderer will be opened preferably in the presence of bidders and their offer will be read.

3.18 ACCEPTANCE OF TENDER :

Before acceptance the successful tenderer will be called for negotiation by appropriate officers of KIDC. The documents related to such negotiations along with modified offer of the successful bidder if any shall also form the part of contract. Tenderer whose tender is accepted will have to complete the contract signing & Security Deposit payment formalities within 15 days from the date of intimation. In the event of failure of the tenderer to sign the agreement or pay security deposit within the stipulated time, the earnest money including additional Performance Security Deposit if any, paid by tenderer shall be liable to be forfeited. The acceptance of the tender shall also be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the department considers suitable. Tender Acceptance Authority reserves the right to reject any or all tenders without assigning any reasons.

3.18.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any

KONKAN IRRIGATION DEVELOPMENT CORPORATION

substantial way, inconsistent with the Bidding documents, the Competent rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3.18.2 If a Bid is not substantially responsive, it will be rejected by the Competent authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.19 SIGNING OF TENDER DOCUMENTS :

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

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

3.19.2 The successful tenderer should produce to the satisfaction of the competent authority accepting the tender a valid and current GST Certificate as required.

3.20 LANGUAGES

The languages of communication shall be only English.

3.21 FORFEITURE OF EMD AND ADDITIONAL PERFORMANCE SECURITY

Letter of acceptance given to successful tenderers shall stand cancelled and its EMD and additional performance security will be forfeited in following events. Under such circumstances tender acceptance authority may consider next lowest tenderer, if he is found suitable.

- 1) Successful tenders fails to deposit security deposit in stipulated time.
- 2) Successful tenderers fails to sign contract in format released on website.
- 3) The provision contained in GR issued by WRD GR No.nivida0417/(PK-247/MP-1 dated 18/10/2023 are fully eligible for this work and bidder should comply the same while submitting the tender and during execution period of the work.

3.22 The tenderer has to submit the Affidavit (*Appendix-1*) on Rs. 100/- Stamp Paper in Envelope no. 1 regarding authenticity of the documents submitted by him. Water Resources Departments officials will not be responsible and **Only Contractor will be responsible** if any paper found false / fraudulent in envelope no. 1, during tender accepting process, while submitting the supporting documents of bill, during

KONKAN IRRIGATION DEVELOPMENT CORPORATION

defect liability period or during finalization of work. In such case, Action will be taken against Contractor as per the WRD GR No.nivida0417/(PK-247/MP-1 dated 18/10/2023, and EMD /SD /Additional Performance SD will be forfeited and contractor will be banned for 3 years from participating in departments any tender process.

3.23 Joint-Venture consortium allow only above 25 cr. as per Water Resources Department's Government resolution (in Marathi) No.nivida0417/(PK-247/MP-1 dated 18/10/2023

3.24 Contractor or his representative shall remain present at time and date of opening the tender (envelope 1 and 2) Tenders will be opened in front of bidders which will be present the time of opening. No complaints or grievances will be entertained later from other bidders, who were absent.

SECTION – IV

**WORK SPECIFIC
INFORMATION**

SECTION - IV

WORK SPECIFIC INFORMATION

ANNEXURE – A

Name of work : DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR “ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS WITH VALUATION OF BUILDINGS”

4.0 DESCRIPTION OF THE PROJECT :

The Deharji Medium Project is located on the Deharji River which is sub-tributary of the Vaitarana River in the West Channel River basin group near Suksale village in Vikramgad Taluka of Palghar District. Under this project, a dam of 95.60 Mm³ capacity is proposed to be constructed on Deharji river. Under this scheme, 69.42 Mm³ water is planned to supply to Vasai Virar Municipal Corporation.

4.1 STATUS OF THE PROJECT :

Construction of dam is in progress. It is proposed to “DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR “ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS WITH VALUATION OF BUILDINGS””

4.2 CLIMATIC CONDITIONS :

The work site is situated in heavy rainfall zone at elevation ranging from R.L.50 m to R.L.150 m approximately above main sea level. The rainy season normally commence from about early June and lasts up to about end of October. A few sporadic pre monsoon and post monsoon showers however cannot be ruled out and some of these can be quite heavy. The annual average rainfall in the season normally varies from 2700 mm to 3000 mm. The post monsoon is about 10% of monsoon. The dam overflows normally with high flood between 15th July to 15th September. The high floods normally experienced at the end of July to 1st two weeks of August.

4.3 SCOPE OF THE WORK :

Sr. No.	ITEM	Qty.	Unit
1	Providing & Supplying Junior Engineer, Auto Cad Operator, Surveyor, Valuation expert, Computer operator, Assistant & Semiskilled Mazdoor for taking measurments, photographs, video shooting, preparing estimate, drawing & valuation of buildings in acquired	575	/ No.

Contractor

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

	land of project, including preparation of detailed plans, drawings, estimates, photographs & video shooting of each owner & his building details in 2 copies (hard & soft copies) with all types of compliance if required from the department etc complete.		
2	Block contour survey of 10 m x 10 m grid (Not less than 121 raw data points distributed uniformly over a Hectare) for irrigation projects using digital state of art Total Station /DGPS, including transfer of entire data to computer system indifferent geo referential layer/ the mesusing features of standard plotting Softwares compatible with canal irrigation system design Software packages including contour plotting at specified interval and scale.The test print of the drawing shall be approved by Engineer-in-charge and the same shall be delivered in a CD format as well as hard copy in six numbers including one print on tracing paper, as directed.	30	/ Ha
3	Preperation of rehabilitation plan, proposal including all details and proper submission to commissioner office for approval (Families survey, PAP information, rehabilitation gavthan information, 18 civic amanities estimated cost, Sankalan register, alternet land information demarkated plans etc.	1	/ No.

4.4 INFORMATION ABOUT WORK SITE:

1	Name of Work	DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR "ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS WITH VALUATION OF BUILDINGS"
2	Location of work	Village – Khuded, Jambhe, Sakhare which is 60 kms from district place Palghar and 6 kms from taluka place Vikramgad.
3	Nearest Railway station	Palghar, 60 Km from Deharji Medium Project
4	Roads	Approachable by all fair roads. From Palghar -Manor-Vikramgad-Jawhar on Palghar to Nashik Road
5	Telephone and Telegram facility	@ Tal. Vikramgad – 6 Kms from Work Site
6	Petrol and Diesel Pumps	@ Vikramgad, 6 Kms from Work Site
7	Land Acquisition	-NA-

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

4.5 PERIOD OF COMPLETION AND CONSTRUCTION PROGRAMME OF WORK

Period of completion	12 calender months including monsoon.
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The detailed Construction programme is enclosed at the end of schedule B of tender.

Construction Programme Attached Separately

4.6 Cost of cement for mix variation and cost of Steel:-

If the cement is procured by the contractor.

(i) As per WRD CSR Total cement rate:- Rs . 5,160.00 / MT

(ii) As per WRD CSR Total Steel rate:- Rs . 52,158.33 / MT

4.7 Royalty charges:-

Rates of royalties of various construction materials to be recovered from R. A. Bills as per clause 36 as under :-

Sr.No.	Item In Brief	Unit	Standard Consumption.	Royalty Rate
1	Rubble soling	Cum	1.15	237.37
2	concrete M-10	Cum	1.41	237.37
3	concrete M-15 for foundation and bedding	Cum	1.34	237.37
4	concrete M-15 for RCC Works	Cum	1.35	237.37
5	Pitching	Sqmt	0.36	237.37
6	Construction of granular sub-base	Cum	1.00	237.37

4.8 Price variation information

(vide Para 33 of special conditions of contract)

Sr. No.	Component	Centre / Place	Percentage.
1.	Labour Component (KL)	Mumbai	36.00%
2.	Other materials (KM)	All India Average	50.00%
3.	Oil Component (KF)	Mumbai	14.00%
4.	Cement	Palghar	Actual
5.	steel for Reinforcement	Palghar	Actual

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

4.9 Estimated cost of the work is based upon schedule of Rates of WRD CSR 2022-23 and PWD SSR 2022-23 when tenders were invited:-

Rs. 44,11,435/-

4.10 DETAILS OF WORK:

4.10.1	Name of work	DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR "ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS WITH VALUATION OF BUILDINGS"
4.10.2	Estimated Cost	Rs. 44,11,435/-
4.10.3	Tender fee and Earnest Money (EMD)	Tender Fee Rs. 2,360/- (2,000+ GST 360/-) (Non Refundable)
		(Rs. Two thousand Three hundred Sixty only)
		EMD Rs. 44,200/-
		(Rupees Forty Four Thousand Two Hundred Only)
		E.M.D. amount shall be paid through E-payment (Online/RTGS/NEFT) gateway through Bidder's self-current A/c only and proof of separately online submit in document
4.10.4	Additional Performance Security Deposit	As per section III 3.7.0
4.10.5	Security Deposit	2 % of accepted Tender cost / Estimated cost (Whichever is higher) Rs. 88,400/-
	a) Initial 1.00 %	(a) Initial 1.00 % (Rs. 44,200/-) shall be paid in the form of DD/BG/FDR and should be recovered before giving the work order.
	b) Balance S.D. (1.00% of the accepted Tender Cost)	(b) Remaining 1% (Rs. 44,200/-) at the rate of 2% from each running bill till the whole S.D. is recovered i.e. till the 50 % work will complete . [Total S.D. = (a) +(b) = 2%]
4.10.6	Date, Time and Place of Pre-bid conference	N.A.
4.10.7	Mode of Submission of Tender	Tender should be Submitted on-line on https://mahatenders.gov.in
	Class of contractor	Class-V & above bidder on Registered From Public Work Department
	Period of completion of Work	12 Calendar months (including monsoon)
	Defect liability period	12 Month from work completion certificate
	Contact Details of Executive Engineer	Executive Engineer,
	Address	Palghar Irrigation Project Construction Division, Suryanagar E-mail- eeipcd@gmail.com , Contact No. 9890100260
	Contact Details of Superintending Engineer & Address	Superintending Engineer, North Konkan Irrigation Project Circle, Kalwa-Thane Email: senkipc@gmail.com

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

	Contact Details of Chief Engineer & Address	Chief engineer, Water Resource Department
		Konkan Region Mumbai
		Email: cewrdr@gmail.com
		Phone: 022-22674442,22672232
		Fax No. 022 - 22670581
	Tender Submission Authority	Executive Engineer,
		Palghar Irrigation Project Construction Division, Suryanagar
		E-mail- eeipcd@gmail.com
	Date & time of opening of tender	As per Tender Schedule
	Venue of Opening	Executive Engineer,
		Palghar Irrigation Project Construction Division, Suryanagar
		E-mail- eeipcd@gmail.com
	Tender Accepting Authority	Executive Engineer,
		Palghar Irrigation Project Construction Division, Suryanagar
		E-mail- eeipcd@gmail.com
	Any addendum / corrigendum /cancellation	Any addendum / corrigendum /cancellation of above tender will be published on the web-site https://mahatenders.gov.in , and on the notice board of Office of the Executive Engineer, Palghar Irrigation Project Construction Division, Suryanagar. The system shall generate a mail to those Bidders who have already participated in this tenders and those Bidders if they wish , can modify their tenders.
	Bid Documents	Bid Documents consisting of technical qualification, information and eligibility criteria, plans, schedule of quantities of the available on web-site https://mahatenders.gov.in and the set of terms and conditions of contract and other necessary documents on web-site till last date of sale and receipt of tender papers. Interested bidder information at the web-site https://mahatenders.gov.in
	Bid Documents acceptance period	The bid for the work shall remain open for acceptance for a period of 90 days from the date of opening of financial bid. If any bidder withdraws his bid/ tender before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of tender shall Stand forfeited.
	Other details	Other details including details Registration, of Portal Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding Documents which is available in web-site https://mahatenders.gov.in ,

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

	Documents to be uploaded	The scanned copies of original Documents should be uploaded on above mentioned web-site as per sect III of this Tender Booklet and should be produced in the verification on demand after opening of the Technical Bid. The Bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal https://mahatenders.gov.in away from opening place. The bids can only be opened by the pre- designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day. Date, time and place of opening of BOQ shall be intimated Separately
	Additional Security Deposit	Additional security deposit shall be deposited by the successful bidders to the Executive Engineer, Palghar Irrigation Project Construction Division, Suryanagar. at the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10 %. In such an event the successful bidder will deposit the additional security deposit to the extent of differential cost of bid amount and 90% of the estimated cost in the form of Bank Guarantee / DD drawn in the name of the Executive Engineer, Palghar Irrigation Project Construction Division, Suryanagar from Nationalized or Schedule Bank in the state of Maharashtra for the period of equal to period of contract
	Authority of Right to reject	Chief engineer, Water Resource Department, Konkan Region Mumbai. reserves the right to reject any or all the tenders without assigning any reasons there of

Contractor

No. of Corrections

Executive Engineer

SECTION – V

UNDERTAKING & PROFORMAS

KONKAN IRRIGATION DEVELOPMENT CORPORATION

LETTER OF TRANSMITTAL

To,

The Superintending Engineer,
North Konkan Irrigation Project Circle,
Kalwa-Thane.

SUBJECT: Submission of Main Tender for the work

Sir,

Having examined the details given in information and instruction to
applicants for the work,

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

I/We hereby certify the truth and correctness of all statements made and
information supplied in the enclosed Form, Appendix & Undertaking.

I/We have furnished all information and details necessary for the Main
Tender as bidder(s) and that no further information remains to be supplied.

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

I/We submit the following certificate(s) in support of our eligibility; technically
know how, capability and having successfully completed the works form the
clients/owners of respective works.

- 1)
- 2)
- 3)
- 4)

Enclosed : P.Q. Form along with required documents

Seal of Applicant

Signature of Contractor.

Date of submission :

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Check list of documents submitted along with Tender documents.		
Sr. No.	Name of Document	Page No. of Contractor submitted document
1	Name of Contractor	
2	Shop act registration	
3	Bid capacity	
4	Turn over	
5	GST Registration	
6	Pan Card	
7	P.T. Certificate & Clearance	
8	Balance Sheet of last 5 Years	
9	EPF Registration & Clearance	
10	Letter of Transmittal	
11	Undertaking -1 Undertaking of contractor regarding performance.	
12	Undertaking -2 - about inclusion of all works in hand in and correctness of the data	
13	Undertaking -3 – about Personal and Plants & Equipment	
14	Proforma-1- Basic Information of Bidder	
15	PROFORMA - 2 Additional Information	
16	PROFORMA – 2 (a) Details For the work completed.	
17	PROFORMA – 2 (b) Details For the work in hand.	
18	PROFORMA – 2 (c) Certificate for work complected / on going	
19	PROFORMA – 3 Detail Of Similar Type Of Work	
20	Form – 4 — Details Of Quantity Executed & Amount of Work (Completed & Ongoing) For last 5 Years.	
21	Form – 4/1 – Value of “ A” for calculating the Bid capacity	
22	Form – 4 /2 Statement for the value of “B”	
23	Form – 4 /3 Calculation of Bid capacity of the Bidder	
24	Form – 4 /4 Details of works tendered	

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Sr. No.	Name of Document	Page No. of Contractor submitted document
25	Form-5 Financial Statement	
26	Form-6 Resources Personnel	
27	DETAILS OF TECHNICAL PERSONNEL WITH THE CONTRACTOR	
28	Form-8 Resources : Plant and Equipment.	
29	Form-9 (a) Details of Plant and Equipment owned by the contractor which shall be used for constructions of said work.	
30	Form-9(b) Details of additional Plants and Equipment which shall be procured by the applicant.	
31	Form-10 Structure and Organization	
32	Form-2 Details of quantities executed and amount of works (Completed and ongoing) for the last five years	
33	Form-12 Quality Control Equipment with Contractor and Quality assurance plan of Contractor	

If Page Nos are not given or improperly given or stated documents are not available on mentioned page number then department will not be responsible for incorrect evaluation.

Signature of Contractor.

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Undertaking - 1

Undertaking of contractor regarding performance

To,
The Executive Engineer,
Palghar Irrigation Project Construction Division,
Suryanagar.

Sir,

I..... Contractor declare that during
last 2 years of the date of this undertaking,

1. As a contractor, I have never been penalized for any work carried out by me nor I have been blacklisted by any Govt. Dept. Previously.
2. I have not abandoned any work for reasons attributed to me.
3. I have not delayed completion of any work for reason attributed to me.

I undertake that the above information is true to the best of my knowledge & belief. I fully aware that my tender will be treated as non-responsive & will be summarily rejected at any time if above information is found to be false & misleading by the concerned authority.

Signature of Contractor

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Undertaking - 2

Undertaking about inclusion of all works in hand in and correctness of the data.

To,
The Executive Engineer,
Palghar Irrigation Project Construction Division,
Suryanagar.

Sir,

1. I undertake that the given information in Tender documents are true and correct.
2. I have not omitted any work in hand i.e. information provided in form includes all the work in hand.
3. I know that if at any time, it is noticed that I have not submitted, information regarding all the work in hand (works in hand means, the works for which final bill is not passed and work is physically incomplete), that I will be disqualified from tender process at any stage of the bidding by the department.

Signature of Contractor

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Undertaking - 3

Undertaking about Personal, Plants, Machinery & equipment's

To,
The Executive Engineer,
Palghar Irrigation Project Construction Division,
Suryanagar.

Sir,

1. I undertake that I will make available suitably, qualified personal if the work is awarded to me.
2. I undertake that I will deploy machinery required for the work, if the work is awarded to me..

Signature of Contractor

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

PROFORMA – 1

BASIC INFORMATION OF BIDDER

1		Name of Bidder	
2		Nationality	
3		Office Address	
	i	Telephone No.	
	ii	E-mail I.D.	
	iii	Fax No	
4	i	Year of Establishment	
5		Whether the Bidder is	
	i	An Individual	
	ii	A Proprietary Firm	
	iii	A Limited Company or Corporation	
	iv	A Member of a group of Companies (If yes, Give Name, Address, Connections and description of other companies)	
	v	A Subsidiary of a large organization (If yes give Name & Address of the organization) If the Company is subsidiary what involvement, if any will the parent company have in the Project	
6		Maharashtra P.W.D. Registration	
	i	Class	
	ii	Valid up to	
7		Income Tax PAN	
8		Sale Tax No.	
9		E. P. F. Registration No.	
10		GST No.	
11		What best Describes you (Engineers & Contractors / Consulting Engineers & Contractors / If other Please Specify)	
12		No. of Years in Business	
	(i)	As a prime contractor	
	a	In own Country	
	b	Internationally (Specify Country)	
	(ii)	As a Sub-Contractor	
	a	In own Country	
	b	Internationally (Specify Country)	

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

13		Have you ever failed to complete any work awarded to you	
14		In how many projects have you asked arbitration after ratification and how many cases settled in your favour	
15		In how many projects you were imposed penalties for delay	
16		Have any key personnel of partner of your organization ever failed to complete contract awarded in his name	
17		Do you have Quality Control Laboratory and Mobile Laboratory	

Signature of Contractor

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

PROFRORMA – 2

ADDITIONAL INFORMATION

- 1 Please add any further information :
which the applicant considers
relevant in regard to his capabilities.
- 2 Please give a brief note indicating :
how the applicant considers himself
eligible for pre-qualification for the
work.

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

Signature of Contractor

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Form-6
Resources Personnel

DETAILS OF TECHNICAL PERSONNEL WITH THE CONTRACTOR

Sr. No.	Description	Name	Length of the service in the firm	Qualification	Professional experience and details of works carried out	Remark
1	2	3	4	5	6	7
1)	Engineers (Civil)					
2)	Supervisors					

(Note : If there is no technical personnel with your firm please give details how can your firm manage the same in remark column)

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Form-9 (a)

**DETAILS OF PLANTS & MACHINERY IMMEDIATELY AVAILABLE
WITH THE TENDERER FOR USE ON THIS WORK**

Sr. No .	Name of equipment	No. of unit	Kind and made the firm	Capacity	Age and condition	Present Location	Remark
1	2	3	4	5	6	7	8

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

SECTION- VI

B-1 TENDER FORM

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

B-1 TENDER FORM

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE
CHIEF ENGINEER, WATER RESOURCES DEPARTMENT
KONKAN REGION, MUMBAI.

CIRCLE : North Konkan Irrigation Project Circle, Kalwa-Thane.
DIVISION : Palghar Irrigation Project Construction Division, Suryanagar,

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 pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.
This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money and additional earnest money if required to be deposited with the tender, and the amount of the security deposit and additional security deposit if required to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specifications, designs and drawings estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer of the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours. Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Corporation such specifications with designs and drawings shall form part of the accepted tender.
2. 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.
 - (i). The contractor shall pay along with the tender the sum as stipulated in Annexure 'A' to Section I as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender, Corporation cash receipt or demand draft drawn on bank and in favor of the Executive Engineer as indicated in Annexure 'A' of Detailed Tender Notice.
 - (ii) The contractor shall also enclose irrevocable bank guarantee of sum as stipulated in Annexure 'A' Sr. 1.3.1 if his offer is less than 90% of the updated estimated cost as stated at Sr. No. 5 of Annexure 'A'. The said amount of earnest money shall not carry any interest whatsoever.
 - (iii) If, after submitting the tender, the contractor withdraws his offer, or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to many other rights and powers of the Corporation hereunder or in law,

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Corporation shall be entitled to forfeit the full amount of the earnest money and additional earnest money deposited by him.

- (iv) In the event of his tender not being accepted, the amount of earnest money deposited by contractor shall, unless it is prior thereto forfeited under the provision of sub-clause (iii) above be refunded to him on his passing receipt therefore.
- 3. Receipts for payments made on account of any work, when executed by a firm, should be signed by all the partners except where the contractors are described in their tender form, in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts of the firm.
- 4. Any person who submits a tender shall fill up 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 works specified in the said time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No printed forms of tender shall include a tender for more than one work, but if contractor who wish to tender two or more works, they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.
- 5. The Officer indicated in Annexure 'A' to Section I - Detailed Tender Notice or his duly authorized assistant shall open tender 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 the comparative statement in a suitable form. In the event of tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In event of tender being rejected the competent officer shall refund the amount of the earnest money deposited by the contractor, on his giving a receipt for the return of money.
- 6. 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 Corporation unless it is signed by the Executive Engineer.
- 8. No materials of any type except that shown in schedule 'A' of the contract shall be supplied by the Corporation. All the work shall be executed by the tenderer with contractor's own materials(s). The memorandum of work to be tendered for shall be filled in and completed by the office of the Executive Engineer before the tender form is 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.

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

9. All work shall be measured net by standard measure and according to the rules and customs of the Corporation and without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
11. All corrections, additions or pasted slips should be initialed.
12. The measurements shall be recorded in the Measurement Book (MB) on the basis of field book (FB) (for leveling purpose) in black/blue ink. The measurement book(s) and field books(s) shall be got issued from the Executive Engineer by the authorized Engineer and acknowledged by the contractor. The MB(s), FB(s) shall be the property of corporation. The rules of measurement as stipulated in the MPW Manual shall be applicable "Mutates-Mutandis". On completion of the work/termination of contract, the MB(s) and FB(s) shall be returned to the corporation.
The contractor shall submit (certified by the concerned SDO/SDE/AE-I/AEE) copies of the measurement sheet(s) related to the RA Bill/Final Bill along with the RA bill/Final Bill without which his RA bill/Final bill shall not be considered for payment in the case of loss of measurement books(s), field book(s) for any reason whatsoever, while in custody of the contractor he shall have to pay a penalty of Rs. 10,000/-(Rs. Ten Thousand only) per measurement book/field book
13. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange will be released by the Corporation for the purchase of plant and machinery required for the execution of the work contracted for.
14. The Contractor will have to construct shed for storing controlled and valuable materials at work site, having double locking arrangement. The materials will be taken for the use in the presence of the Corporation's person. No materials will be allowed to be removed from the site of works without prior permission of Engineer-in-charge.
15. Successful tenderers will have to produce to the satisfaction of the accepting authority a valid and current Licence issued in his favour under the provision of Contract Labour (Regulation and Abolition Act 1970) before starting works failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Corporation. The Contractor shall also submit certified copy of registration under ESIS on PF Act before payment of the R.A. Bill made.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

B-1 TENDER FORM

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for works

1. I/We hereby tender for the execution, for the Konkan Irrigation Development Corporation (here-in-before and here-in-after referred to as 'Corporation') of the work specified in memorandum as enclosed within the time specified in such memorandum at *%.....percent below/above the estimated rates entered in Part 'A' of Schedule 'B' and AT PAR with the rates entered in in Part 'B' of 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. Part 'B' of schedule B will be intact.

in figures as well as in words

2. I/We agree that the offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same & thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and

*** *Amount to be specified in words and in figures.**

sent by registered post AD or otherwise delivered at the office of such authority. Demand Draft on Bank on **-----

----- details of Bank Guarantee-----

----- or cash receipt of Corporation / Maharashtra Bank in respect to the sum of Rs. -----

Representing the earnest money is herewith forwarded. Additional earnest money in the form of Bank Guarantee as required in view of offer being lower than 1 % below the updated estimated cost as stated at Sr. No.5 of Annexure 'A', is also enclosed. The amount of

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

earnest money shall not bear interest and shall be liable to be forfeited to the Corporation should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract documents as required by the Engineer and furnish the security deposit and additional security deposit if any as specified in item (e) and (f) of the memorandum enclosed within the time limit laid down in the clause (1) of conditions of contract. The amount of earnest money maybe adjusted towards the Security Deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

3. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of Contract and special conditions of contract included in this booklet so far as applicable and in default thereof to forfeit and to pay to Corporation the sum of money mentioned in the said condition.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

MEMORANDUM

a)	Name of work	:	DEHARJI MEDIUM PROJECT TAL.- VIKRAMGAD, DIST.-PALGHAR “ESTIMATE OF PREPARATION OF LAND AQUISITION PROPOSALS WITH VALUATION OF BUILDINGS”
b)	Estimated cost	:	Rs. 44,11,435/-
c)	Earnest Money (EMD) as per Detailed tender notice	:	Rs. 44,200/- (Rupees Forty Four Thousand Two Hundred Only)
d)	Security Deposit (SD) 2 % (i) initial @ 1%	:	Rs. 88,400/- In which is Rs. 44,200/- paid in the form of DD/BG/FDR in the favour of the Executive Engineer, Palghar Irrigation Project Construction Division, Suryanagar
	ii. To be deducted from R.A. bill 1%	:	Rs. 44,200/- (Rupees Forty Four Thousand Two Hundred Only)
e)	Additional Performance Security Deposit	:	As applicable Section-III. 3.7.0
f)	Percentage, if any , to be deducted from bills so as to make up the amount required as Security Deposited by the time, half the work as measure by the cost of work done.	:	2 % (Two Percentage)
g)	Time allowed for the work written order to commence	:	12 Months (including Monsoon)
h)	Defect liability period	:	12 Months from work completion certificate

Signature of Contractor

Signature of Witness

Address

Address

.....

.....

Dated the day of 202....

Occupation

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

Dated the day of 2024

Signature of the Officer by whom accepted

Contractor

No. of Corrections

Executive Engineer

CONDITIONS OF CONTRACT

KONKAN IRRIGATION DEVELOPMENT CORPORATION

CONDITIONS OF CONTRACT

CLAUSE 1 –

(A) Security Deposit:-

*(A) Security Deposit
PWD. Resolution No.
CAT/1087/ CR- 94/
Bldg.2,dt.14-6-89*

The person / persons whose Tender may be accepted (herein after 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 Engineer in the form of Demand Draft or Irrevocable Bank Guarantee of Nationalized / Scheduled Bank situated in the State of Maharashtra endorsed in favor of the Executive Engineer, Palghar Irrigation Project Construction Division, Suryanagar a sum sufficient which will make up the initial security deposit specified in the Tender Form at para (d)(i) of memorandum. It shall be lawful for the Corporation at the time of making any payment to the contractor for work done under contract to make up the full amount of Security Deposit as specified in memorandum at para (d)(ii) by deducting a sufficient sum at the rates specified at (f) of memorandum from every such payment as last aforesaid until the full amount of Security Deposit is made up. All compensation or other sums of money payable by the contractor to Corporation under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in Demand Draft or Government securities endorsed as aforesaid any sum or

sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in Demand Draft may, at the cost of the depositor, be converted, into interest bearing

KONKAN IRRIGATION DEVELOPMENT CORPORATION

securities from any Nationalized or Scheduled bank's branch situated in the State of Maharashtra provided that the depositor has expressly desired

this in writing. The security deposit will Not be accepted in the form of insurance company's bonds as per Govt. orders contained CCM/PWD/CAT-4250-S dated 27-12-1956

(B) Additional Performance Security Deposit :-

*(B)Additional
Performance Security
Deposit (As per WRD
GR dated
18.10.2023)*

After opening of financial bid if the lowest bid is below tendered cost then the bidder offering lowest rates (L-1) shall submit additional Performance security Deposit as mentioned below within eight days from the date of opening of financial bid.

If the Contractor quotes his offer below the estimated rate he will have to submit performance security in form of DD or Bank Guarantee/FDR of any Nationalized or Scheduled bank. The amount of performance security will be 1% of the estimated cost for offers quoted from 1.00% to 10% of below estimated cost.

If the offers quoted are below more than 10% of the estimated cost the amount of performance security will be equal to 1% of the estimated cost plus the percentage by which tender offer is more below than 10% of the estimated cost.(e.g. for tender quoted 14% below:- 1% for below from 1% to 10% and $(14\% - 10\%) = 4\%$ for below excess to the 10% thus total 5% of the estimated cost.)

Even If the performance security amount is less than 1000/- Rs. The contractor must deposit a minimum of Rs. 1000/-

If the offers quoted are below more than 15% of the estimated cost the amount of performance security will be equal to $(6\% + (\text{Quoted rate more than } 15\% - 15\%) \times 2)$

i.e. offers quoted 19% below - $(6\% + (19\% - 15\%) \times 2) = 14\%$

After the financial opening the lowest bidder/L1 must submit the original copy of additional performance security deposit to this office within 8 working days. This DD submission period will not extended for any reason. If the L1 Bidder Failed to submit performance security deposit within the stipulated Time, Then The EMD will be forfeited & The L1 bidder will not be allowed to participate in any water recourses department & corporation tenders process for the next 2 years.

The DD / Bank Guarantee/FDR should be submitted in favor of Executive Engineer, Palghar Irrigation Project Construction

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Division, Suryanagar payable at Kasa. The DD/ Bank Guarantee issued by nationalized or scheduled bank will be accepted only and the MICR and IFSC code of the issuing bank are printed on The DD. The DD should be valid for three months from the date of submission of tender. The Bank Guarantee shall be valid up to Defect liability period for work after one month. The tender quoted below in rate without submission of DD/ Bank Guarantee in original, will not be considered and will be rejected.

The amount / Bank Guarantee of performance security of successful contractor will be refunded after the three (3) months of successful execution of work allowed. In case of rescind of work on account of contractor under clause 3 of condition of contract the whole of the performance security will be forfeited.

Additional Performance Security deposit should be form of DD/Bank guarantee of any Scheduled /Govt. bank and in the name of Executive Engineer and its validity should be up to one month after completion of defect liability period.

Note :- Contractors who submit fake Documents / D.D./Bank Guarantee are liable to liable for punishment under information technology Act, 2000 and Indian penal code. and also the Earnest money, Security Deposit and Additional performance security deposit will be forfeited. & the bidder will not be allowed to participate in any Govt. tender process for the next 2 years.

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

During the course of execution of work if the amount of work is increased as per the provision of clause 14, 38 and due to extra items then additional security deposit will be deducted from the bills as provided in memorandum at e(iii).

CLAUSE 2 –

Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

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

The programme for completion of work is attached herewith. The contractor is supposed to carry out the work and keep the progress as per programme attached herewith. The contractor should complete the work as per phase period given in Month wise programme.

1/4th of work in -----1/3 th of the time

1/2 of work in -----1/2 th of the time

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

Full work to be completed in 12 calendar months including monsoon.

In the event of the contractor failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for

every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall Not exceed 10 per cent of the estimated cost of the work as shown in the tender.

Superintending Engineer should be the final authority in this respect, irrespective of the fact that the tender is accepted by Chief Engineer / Superintending Engineer / Executive Engineer or Sub Divisional Engineer / Deputy Engineer.

CLAUSE 3 –

Action when whole of Security deposit is forfeited

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 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 Executive Engineer, on behalf of the Governor of Maharashtra, shall

KONKAN IRRIGATION DEVELOPMENT CORPORATION

have power to adopt any of the following courses, as he may deem best suited to the interest of Government.

(a) To rescind the contract (for which rescission Notice in writing to the contractor under the head of Executive 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 un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the

cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor, In case the contract shall be rescinded under clause (a) above, the contractor shall Not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be

KONKAN IRRIGATION DEVELOPMENT CORPORATION

entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors the amount

of excess shall be deducted from any money due to the contractor, by Government under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that contractor shall have No claim against 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) being adopted and the cost of the work executed exceeding the value of such work credited to the contractors the amount by Government under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that contractor shall have No claim against 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-

Action when the Progress of particular portion of the work is unsatisfactory

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

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor (including escalation due) shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor. In case the cost of the work executed through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Government or Corporation under the contract or otherwise howsoever or from his security deposit and Additional

security deposit or the sale proceeds thereof provided, however, that the contractor shall have No claim against Corporation even if the certified value of the work done through a new contractor exceeds the certified cost of such work and allied expenses. The contractor shall have No claims to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or

made any advances on account of or with a view to the execution of the work or the performance of the contract by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract The contractor of the whole work shall Not be considered eligible to tender for the execution of work so withdrawn from this contract. The contractor will have No claim for compensation, for any loss sustained by him owing to such action.

CLAUSE 5 –

*Contractor remains
liable to pay
compensate on if
action Not taken
under clauses 3 and*

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

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

4

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

Notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and additional 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 clause- 3, he may, if he so desires, take possession of all / any tools, plant, materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract, rates Not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving Notice in writing to the contractor or his clerk of the work foreman or other authorized agent require him to remove such tools, 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 sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the 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.

CLAUSE 6 –

Extension of time

If the Contractor shall desire an extension of the time for completion of the 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 tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer may, with prior approval of the officer accepting the tender, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Authority accepting the tender in this matter shall be final.

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

CLAUSE 7 –

*Completion
Certificate*

On the completion of the work within a period of 30 days the contractor shall be furnished with a certificate by the Executive Engineer of such completion; but No such certificate shall be given or shall the work be considered to be complete until the contractor shall have removed from the premises on which

the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work, has been executed or of which he may have had possession for the purpose of executing the work or until the work 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 the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material 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 material and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay such amount of all expenses so incurred but shall have No claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8 –

*Payment on
intermediate
certificate to be
regarded as
advances*

No payment shall be made for any work estimated to cost less than rupees ten thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees ten thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

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 re-erected Nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim Nor shall it conclude, determine or 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 affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 9 –

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

The rates for several items of work estimated to cost more than Rs.1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are Not accepted as so completed, 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 Running Account bill.

CLAUSE 10 –

Bill to be submitted monthly

(A) Before starting of work all the initial ground levels/ foundation levels shall be taken by the authorized Engineer of the Corporation in presence of the contractor or his authorized engineer and same shall be signed by the contractor in token of his acceptance. A computerized L-Section, Cross Sections and Plan showing levels should be prepared by contractor and submitted to Executive Engineer based on above measurements without which work will Not be started. Contractor shall employ a qualified Engineer as his authorized representative to be present while taking measurements by authorized Engineer of the Corporation. Bill to be submitted monthly. Running Account bill shall be submitted by the contractor in each month on or before 10th day for all work executed in the previous month on the basis of measurements taken by him or his authorized engineer. The measurements for payments of Running Account Bills shall be

KONKAN IRRIGATION DEVELOPMENT CORPORATION

taken by the authorized Engineer of the Corporation in the presence of the contractor or his authorized engineer and shall be recorded in Measurement Book of the Corporation within 10 days after submission of bill by contractor. Based on the above measurements by the contractor shall have to submit his Running Account Bills in the bill format given by the Corporation. If the contractor does Not submit the bill within the time fixed as aforesaid, the Engineer-in-charge with a prior Notice of 7 days to the contractor may depute a subordinate to measure the said work in presence of the contractor or his duly authorized agent whose counter signature to / on the measurements shall be sufficient warrant and Engineer-in-charge may prepare a bill from such measurements which shall be binding on the contractor in all respects. If the contractor or his representative doesn't remain present on the date specified for taking measurements as specified above, then the Engineer-in-charge shall order that the measurements be taken in absence on any day after 10 days and in this eventuality the bill prepared by the Executive Engineer shall be binding on the contractor in all respects. As far as possible the payment of the bills will be made monthly to the extent of availability of funds for the work under this contract.

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

The procedure enumerated above for the Running account bills shall be applicable to the Running and final bill also.

CLAUSE 11-

Bill to be on printed forms.

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

KONKAN IRRIGATION DEVELOPMENT CORPORATION

CLAUSe 12 –

Stores supplied by Corporation

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the Corporation 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 Not so as any way to control the meaning or effect of this contract specified in the s DELETED um 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 Corporation Securities, the same or sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Corporation and shall on No account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Corporation store if the Engineer-in-charge so requires by a Notice in writing given under his hand but the contractor shall Not be entitled to return any such materials except with consent of the Engineerin- charge and he shall have No claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials

CLAUSe 12 A -

All stores of controlled materials supplied to the contractor by Corporation should be DELETED contractor under lock and key and will be accessible for inspection by Executive Engineer or his authorized agent at all the times.

CLAUSe 13–

Works to be executed in accordance with specifications

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strictly in

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

drawings, orders etc. contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract

drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him shall be supplied at the rate of Rs.5,000/- per set of contract drawings and Rs.300/- per working drawing except where otherwise specified

CLAUSE 14 –

Alterations in specifications and designs not to invalidate contracts.

The Engineer in charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work and the contractor shall be found to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alternations 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 the same rates as are specified in the tender for the main work.

And if the additional and altered work included any class of work for which no rate is specified in this contract then such a class of work shall be carried out at the rates entered in the schedule of rates of the division or the rates may mutually agreed upon between Engineer-In-charge and the contractor whichever are lower. If the additional or altered work for which no rate is entered in schedule of rates of the division is ordered to be carried out before the rates are agreed upon then the contractor shall within 7 days of the date of receipt by him of the order to carry out the work, inform the 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 agreed to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such a class of work and arrange to carry out in such a manner as he may consider advisable provided always that if the contract shall commence work or incur any expenditure in any regard thereof before the rates shall have been determined as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in

KONKAN IRRIGATION DEVELOPMENT CORPORATION

respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according such rate of rates as shall be fixed by the Engineer-In charge in the event of the dispute, the decision of the 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 alternations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

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

CLAUSE 15-

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

1) If at any time after the execution of the contract Documents the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the Corporation is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should Not

be carried out at all, he shall give to the contractor a Notice in writing of such desire and upon the receipt of such Notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as Not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision' of the Engineer as to the stage at which the work or any part of it, could be or could have been safety 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

KONKAN IRRIGATION DEVELOPMENT CORPORATION

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 the 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-in-charge is required to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall Not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect or any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

(4) In the event of - (i) Any total stoppage of work on Notice from Engineer

under sub-clause (1) in that behalf. (ii) Withdrawal by the contractor from the contractual obligations to 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 alternation, omission substitution in the

KONKAN IRRIGATION DEVELOPMENT CORPORATION

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% of the rates for the item specified in the tender is more than Rs. 5900/-. It shall be open to the contractor, within 90 days from the service of (i) the Notice of stoppage of work or (ii) the Notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) Notice under clause 14 (1) resulting in such curtailment to produce to the Engineer satisfactory Documents any 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-

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

The contractor shall Not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials 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 the contractor
- DELETED** case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the work

as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor and will be governed by the provision of Clause 6.

CLAUSE 16 -

Time limit for unforeseen claims.

Under No circumstances whatsoever shall the contractor be entitled to any compensation from Corporation on any

KONKAN IRRIGATION DEVELOPMENT CORPORATION

account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the case of such claim occurring subject to provision in Clauses 30 and 40 with all authentic Documents any evidences in support of the claim

CLAUSE 17 -

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

If at any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinates 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 or reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the tender for every day Not exceeding 10 days, during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re- execute the work or remove, and replakhe the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore, subject to Clause -9.

CLAUSE 18 -

*Work to be open for
inspection Contractor
or responsible agent*

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

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

to be present.

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

Notice to be given before work is covered up.

CLAUSE 19 -

The contractor shall give Not less than five days' Notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise plaking 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 plakhe beyond the reach or measurements and shall Not cover up 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 plakhed beyond the reach of measurement, without such Notice having been given or consent obtained the same shall be uncovered at the contractor's expense and in default thereof No payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable for damage done and for imperfections.

CLAUSE 20 -

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

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

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

CLAUSE – 21

Contractor to supply plant, ladders, scaffolding etc. And is liable for damages arising from Non provisions of light, fencing etc.

The contractor shall supply at his own cost all material (except such special materials, if any as may, in accordance with the contract be supplied from the Corporation stores) plant, tools, appliances, implements, ladders, carriage, tackle, scaffolding and temporary work requisite for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other Documents forming part of the contract or referred to in these conditions or Not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite No of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may

KONKAN IRRIGATION DEVELOPMENT CORPORATION

be provided by the Engineer-in-charge at the expense of the contractor and the expenses may deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person. List of Machinery in contractor's possession and which they propose to use on the work should be submitted along with the tender. The contractor shall indemnify the Government / Corporation against all such claims.

CLAUSE 21 (A) –

The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections therewith.

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

(b) A scaffold shall Not be constructed, taken down or substantially altered except -

(i) under the supervision of a competent and responsible person

and

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

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

(i) be of sound material,

(ii) be of adequate strength having regard to the loads 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 displakhed in consequence of Normal use.

(e) Scaffolds shall Not be overloaded and so far as practicable the load shall be evenly distributed.

(f) Before installing lifting gear on scaffolds special

KONKAN IRRIGATION DEVELOPMENT CORPORATION

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 herein specified.

(i) Working platform, gangways, stairways shall ,be so constructed that No part thereof can sag unduly or unequally, 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 be kept free from any unnecessary obstruction.

(j) In the case of working platform, gangways, working plakh es 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 plakhes and stairways 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 plakhes.

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

(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:

KONKAN IRRIGATION DEVELOPMENT CORPORATION

- (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 Corporation.
- (d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting or lowering materials or as a means of suspensions shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold winch or give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation
- (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum risk of the accidental descent of the load.
- (m) Adequate precaution shall be taken to reduce to a minimum risk of any part of a suspended load becoming accidentally displaced.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

<i>Measure for prevention of fire</i>	CLAUSE 22 – The contractor shall Not set fire to any standing jungle, trees, brushwood or grass without a written permit from the competent authority under the law. When such permit is given, and also in all cases when destroying out or dug up trees, brushwood, grass etc. by fire, the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.	
<i>Liability of contractor for any damage done in or outside work area.</i>	CLAUSE 23 – Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Corporation property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer- in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Corporation to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence. The contractor shall indemnify the Corporation against all such legal actions and consequences thereof	
<i>Employment of female labour</i>	CLAUSE 24 – The employment of female labour on works in neighborhood in soldier's barracks should be avoided	
<i>Works on weekly holidays</i>	CLAUSE 25 - No work shall be done on weekly local holidays without the sanction in writing of the Engineer-in-charge	
Contractor	No. of Corrections	Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

CLAUSE 26-

*Work Not to sublet
Contract may be
rescinded and
security deposit
forfeited subletting if
without approval for
bribing a public officer
or contractor
becomes insolvent.*

contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet this contract or attempt so to do or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any compositions with this creditors or attempt so to do if bribe, gratuity, gift, loan, perquisite reward of advantage, pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any corporation officer or person in the employment of corporation in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may thereupon by notice in writing rescind the contract and the security deposit and additional security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of corporation and same consequences shall ensure as if the contract has been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

CLAUSE 27-

*Sum payable by way
of Compensate on to
be Considered as
reasonable
compensation without
reference to actual
loss.*

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained and whether any damage has or has Not been sustained

CLAUSE 28-

*Changes in the
constitution of firm to
be Notified*

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

CLAUSE 29-

*Direction and control
of the superintending
Engineer.*

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

KONKAN IRRIGATION DEVELOPMENT CORPORATION

and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 30 (1) -

Direction and control of The Chief Engineer

Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation under the code, rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive and binding on all parties of the contract 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 execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

CLAUSE 30 (2) -

Direction and control of the Superintending Engineer

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

- a) The accepted value of the contract exceeds Rs.10 Lakhs (Rs. Ten Lakhs).
- (b) Amount of claim is Not less than Rs.1 lakh (Rupees one Lakh).

CLAUSE-30 (3)

Direction and control of the Executive Committee / Claims Committee

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 Executive Director of the Corporation 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 Executive Committee at Corporation level shall put up to such committee for s decision in respect of claims upto Rs. 50 lakhs and to claims committee at Government level in respect of claims

KONKAN IRRIGATION DEVELOPMENT CORPORATION

CLAUSE 31 -

~~Stores of international
Manufacture to be
obtained from the
Corporation.~~

The contractor shall obtain from the Corporation stores, all stores and articles of international manufacture which may be required for the work or any part thereof or in making up any articles required therefore / or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Eng

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 debited to the contractor in his account at the rates shown in the schedule in Form 'A' attached to the contract and if they are Not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid

CLAUSE 32 –

*Lump sum in
estimates*

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

CLAUSE-33

*Actions where No
specifications*

In the case of any class of work for which there is No such specification as is mentioned in rule, such work shall be carried out in accordance with the Divisional specifications and in the event of there being No Divisional specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.

CLAUSE-34

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Definition of work. The expression 'Work ' or 'Works ' where used in these condition shall unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in by virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

CLAUSE-35

Contractors percentage Whether applied to net or gross amount of bill The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deduction the value of any stock issued.

CLAUSE – 36

Payment of quarry fees And Royalties All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any shall be paid by the contractor. As per latest G.R. issued by Govt. of Maharashtra, the tender rates are exclusive of all the liabilities under Maharashtra Minor Minerals Extraction Rules, 1956 and amendment thereof and the contractor shall take all steps necessary as are essential in terms of Maharashtra minor Minerals Extraction Rules, 1956 and amendment thereof. The bill wise royalty charges for construction material payable to the contractor shall be calculated separately from payment made to the contractor and amount so calculated shall be withheld in the form of deposit by the Corporation. The withheld amount shall be returned to the contractor on production of proof of payment of royalty charges to the Revenue Department of Government of Maharashtra. Contractor must produce the proof of payment of royalty charges paid by him to Revenue authorities at the time of submission of respective bills. If he fails to submit the same the royalty payment shall be done to Revenue authorities by Engineer-in-charge and no claim what so ever shall be entertained in this regard.

CLAUSE 37 –

Compensation under Workmen's compensation act. The contractor shall be responsible for and shall pay any compensate to his workmen payable under the Workman's Compensation Act, 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable and / or paid by Corporation as principle under sub-section (1) of section 12 of the said Act on

KONKAN IRRIGATION DEVELOPMENT CORPORATION

behalf of the contractor, it shall be recoverable by Corporation from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above. The contractor shall indemnify the Government / Corporation against such compensation

CLAUSE-37 (A)

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

CLAUSE 37 (B)

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed 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 of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

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

CLAUSE 37 (C) -

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

KONKAN IRRIGATION DEVELOPMENT CORPORATION

<i>Claim for quantities entered in the tender or estimates</i>	CLAUSE 38 – This Clause -38 shall be Operative as per Government Circular No. 0812(420/2012) Major Project-1, dt. 11 / 10 / 2012. and Government Resolution No. tender-1213(735 / 13) MP1, 22 / 12 / 2017 and all other related G.R. issued by Govt. of Maharashtra time to time.
<i>Employment of famine labour etc.</i>	CLAUSE 39 – The contractor shall employ any famine labour convict or other labour of a particular kind or classified ordered in writing to do so by the Engineer- in-charge.
<i>No claim for compensate on for delay in starting work.</i>	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 work on any account of any delay in accordance to sanction of estimates.
<i>No claim for compensation for delay in execution of work.</i>	CLAUSE 41 - No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil, water standing in borrow pits and No claim for an extra rate shall be entertained unless otherwise expressly specified.
<i>Entering upon or commencing any portion of work</i>	CLAUSE- 42:- The contractor shall Not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer-in charge or of his subordinate in charge of the work. Failing such authority the contractor shall have No claim to ask for measurements of or payment of work.
<i>Minimum age of persons employed, The Employment of donkeys and other animals</i>	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

KONKAN IRRIGATION DEVELOPMENT CORPORATION

remove from the work, any person or animal found working which does Not satisfy these conditions and No responsibility shall be accepted by the Corporation for any delay, caused in the completion of the work by such removal.

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

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

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

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

CLAUSE 44

Method of payment

Payment to contractors shall be made by Cheque/ NEFT / RTGS drawn on any Scheduled / Nationalized bank.

CLAUSE 45 -

Acceptance of conditions compulsory Before tendering the work.

Any contractor who does Not accept these conditions shall Not be allowed to tender for works.

CLAUSE 46 -

Employment of scarcity labour.

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or by any person to whom the Executive Engineer may have delegated this duty in writing to be in

KONKAN IRRIGATION DEVELOPMENT CORPORATION

need of relief and shall be bound to pay to such person wages Not below the minimum which the Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

CLAUSE 47 -

The price quoted by the contractors shall Not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or price permissible under Hoarding and Profiteering Prevention Ordinances, 1948, as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hording and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher price. 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 as permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be. Exercised without prejudice to any other action that may be taken against the contractor

CLAUSE 48 -

The rates to be quoted by the contractor must be inclusive of all taxes such as Royalty (except GST). etc. No extra payment on this account will be made to the contractor.

CLAUSE 48 A -

GST : (Goods and Service TAX)

The Government of India made applicable Goods & Service Tax. Act w.e.f. 01/07/2017 Accordingly work contract have been brought under purview of the GST Act. 2017. The tender rate are excluding G.S.T. The bidder shall study the prevailing structure of GST and quote his offer accordingly without G.S.T. The contractor must produce the proof of GST amount / purchase invoice in which the GST amount mentioned and amount paid by the contractor, will be reimbursed clearly paid by contractor. After verification of the G.S.T. Document at division level to the contractor. (As per Marathi Govt.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Circular/TDS-0918/(F.No.590/18)MP-1, Mantralay, Mumbai. Date 13, Nov. 2018) T.D.S. of G.S.T. will be deducted as per prevailing order of the Govt. of Maharashtra G.S.T. Registration & T.D.S. over G.S.T.— It is mandatory for the bidders to register themselves under GST and the documentary proof should be submitted in Envelope – 1

CLAUSE 48 B -

Deduction of Income Tax at 2% of the value of the work done will be made from the Contractor's R.A. bills and surcharge at the appropriate rate in Income Tax will be deducted.

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 sales tax will be recovered on such sale.

CLAUSE 50 -

The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department's Scheme. Provided, however, that if the required unskilled labours are Not available locally, the contractor shall in the first instance employ such No of persons as is available and thereafter may with previous permission. In writing of the Executive Engineer in charge of the said work, obtain the rest of the requirement of unskilled labour from outside the above Scheme.

CLAUSE-51 -

Wages to be paid to the skilled and unskilled labourers engaged by the contractor. As Per Minimum Wages Act 1948.

The wages to be paid to skilled and unskilled labourers engaged by the contractor. 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 contractor is located. Contractor shall comply with the provisions of apprentices act 1961 and the rules and orders issued there under from time to time if he fails to do so his failure will be a breach of the contract and the Superintending Engineer may in his

KONKAN IRRIGATION DEVELOPMENT CORPORATION

discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising out on account of any violation by him of the provisions of act. 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 contractor is in progress.

CLAUSE 52

Hiring Of Machinery

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

CLAUSE 53 -

Maharashtra Contract Labour (Rules 1971) Act.

The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the Corporation makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the Corporation to such workers shall be deemed to be arrears of Land Revenue and the Corporation shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Corporation to the contractor hereunder or from any other amounts payable to him by the Corporation.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

CLAUSE 54 -

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

CLAUSE 55 -

The tender rates are exclusive of GST. GST shall be paid on the accepted contract value, subjected on submission of documentary evidence and due verification (Please Read Clause 48A for Reference)

CLAUSE 56 -

Conditions relating to insurance of contract work

The Contractor shall take out necessary Insurance Policy /Policies (viz. Contractor's All risks Insurance Policy, Erection all risks insurance policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period **COMPULSORILY from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, First floor, Opp. Kalanagar, Bandra (East), Mumbai - 400051." (Telephone No.022- 26590403 / 26590690 and Fax No.022-26592461 / 26590403)** Similarly, all workmen appointed to complete the contract work are required to insure under workmen's compensation Act. The provision of Insurance is not made in the tender rates However separate provision is made in Schedule B. Executive Engineer shall recover Insurance policy/ premium @ the rate of 0.5 % cost put to tender if insurance policy from Directorate of Insurance Maharashtra State Mumbai is Not taken. Insurance Policy / Policies taken out from any other company will Not be accepted. If any contractor has Not taken out the insurance policy from the **"Directorate of Insurance, Maharashtra State, Mumbai"** or has effected insurance with any other Insurance Company, the same will Not be accepted and 1% of the tender amount or such amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor

KONKAN IRRIGATION DEVELOPMENT CORPORATION

for the executed contract work through 1st R.A. Bill and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers. The contractor shall renew the insurance policy for the extended period of the contract. The contractor shall also takeout additional insurance policy for the increased contract cost if any. It will be sole responsibility of the contractor to make good any mishap occurring on site or in relation to work though Engineer-in-Charge has recovered insurance charges from his bill.

CLAUSE 57 -

Condition for Malaria Eradication, Anti-Malaria and Other Health Measures (Govt. of Maharashtra P.W.D. Resolution No. CAT/ 1086/ CR 243 /Bldg/2 Mumbai, dt.11/09/1987

CONDITIONS FOR MALARIA ERADICATION, ANTIMALARIA AND OTHER HEALTH MEASURES

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

b) Contractor shall see that mosquito genic conditions are Not created so as to keep vector population to minimum level.

c) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (Malaria and Filariasis) 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 the Government on anti- malaria measures to control the situation in addition to fine. RELATION WITH PUBLIC AUTHORITIES

e) The contractor shall make sufficient arrangements for draining away the sewerage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as Not to cause any nuisance. He shall also keep the premises clean by employing sufficient No of sweepers. The Contractor shall comply with all rules regulations bye - laws and directions given from time to time by any local or public authorities in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government. (Govt. of Maharashtra P.W.D. Resolution No.CAT-1080/CR-243/K/Building-2,Mantralaya, Mumbai- 32.Dated 11-09-1987)

KONKAN IRRIGATION DEVELOPMENT CORPORATION

CLAUSE 58 --

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

CLAUSE-59--

The amount of Labour welfare cess at the rate of 1 % will Be deducted from each R.A.Bill / Final Bill and shall be credited to Labour Welfare account as per provisions in Industries Power G.R.No. BCA-2009/CR/ 108/ Labour 7-a dtd.17/06/2010.

CLAUSE-60— PAYMENT OF STAMP DUTY:

*Maharashtra act no.
xx of 2015 (Stamp
Duty*

As per article 63 of the Bombay Stamp (amendment) Act 2006 and further amendment in April 2015, the contractor will have to pay stamp duty on the value of accepted tender amount as per prevailing rate declared by the Gov. of Maharashtra from time to time before work order. The rates quoted by the contractor will be deemed to have considered all taxes, levies and duties etc. including stamp duty and no separate claim will be entertained on this account by the department. The stamp duty has to be paid on GRAS online through net banking or any other medium as per the direction of the Govt. in this regard. and extra stamp duty should be collected at the rate of 0.1% for the amount above Rs. 10.00 lakhs.

CLAUSE-61 :

“Contractor shall make payments of salaries and wages to all the employees and Labours through bank account linked to Unique Identification Number (AADHAR CARD). and shall submit a certificate accordingly to the Engineer- in- charge. The certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days, the such certificates shall be submitted within 15 days from the date of commencement of contract.

CLAUSE 62:

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Additional security deposit As Sanctioned in Corrigendum No.KIDC/AB-1/265/2016, Dated 30/01/2016 If Cost of work increases to tender cost due to Excess Execution of any time or Extra Item Rate List sanctioned Additional security deposit will be recorded by R.A.Bill @ 2.5% on Excess Amount Paid with respect to Tender Cost.

Clause 63 :

No claim after Geo-Tagging After taking Geo-Tagging & site visit it is assumed that Bidder is well known about the site condition. So the contractor has not entitled to claim extra lead at the field site due to insufficient quantity/expected quality of minor minerals at field site, unavailability of labour. Extra lead due to extra hauling of material, non availability of construction materials etc. (Refer. Govt. of Maharashtra, Water Resources Department/ Marathi Corrigendum Nivida 0417/File No. 247/Mopra-1, Mantralaya Mumbai dated 05 July 2022)

Clause 64 :

Rate of Interest on delay in payment after arbitral award/ Court Judgment Late payments in accordance with the contract, payments to be made as per arbitral award, payments to be made as per court case shall be at the rate of bank rate timely declared by Reserve Bank of India + 3% per annum. (Refer. Govt. of Maharashtra, Finance Department/ Marathi Nivida 2023/(File No. 1)Vaya-11, Mantralaya Mumbai dated 06/06/2023)

KONKAN IRRIGATION DEVELOPMENT CORPORATION

अनुसूचित निविदा नमुन्यातील (Schedule Contracts)
शर्त क्र. ३७/३८ च्या वापरावरील निर्बंध.

जलसंपदा विभाग
शासन परिपत्रक क्रमांक निविदा-०८१२/(४२०/२०१२)/मोप्र-१
मंत्रालय, मुंबई - ४०० ०३२
दिनांक : ११ ऑक्टोबर, २०१२

संदर्भ:- शासन परिपत्रक क्रमांक सुप्रमा/०४११/(२६२/२०११)/मोप्र-१, दिनांक १०.८.२०११

प्रस्तावना -

जलसंपदा विभागांतर्गत विविध कामे कंत्राट पद्धतीने हाती घेण्यात येतात. या करिता प्रामुख्याने महाराष्ट्र सार्वजनिक बांधकाम नियमावलीतील परि. क्र. १९२ अंतर्गत नमूद केलेल्या ब-१/ब-२ या अनुसूचित करारनाम्याचा (Schedule Contracts) वापर करण्यात येतो. सदर करारनाम्यातील परिमाणातील विचलनाविषयी (Quantity Variation) शर्त क्र. ३७ (ब-२ करारनामा)/शर्त क्र. ३८ (ब-१ करारनामा) अंतर्गत सविस्तर मार्दर्शक सूचना /तरतूदी विषय करण्यात आल्या आहेत. कंत्राटामध्ये काही बाबींच्या परिमाणात विविध कारणांमुळे वाढ होऊन सदर शर्त क्र. ३७/३८ च्या तरतूदीचा वापर केल्यामुळे त्या निविदेवरील खर्चात वाढ होत असल्याचे सर्वसाधारणपणे निदर्शनास आले आहे. या विषयी महालेखापाल यांचेकडून लेखा तपासणी दरम्यान काही प्रकरणात आक्षेप घेण्यात आले आहेत. सविस्तर सर्वेक्षण, अन्वेषण व संकल्पना-अभावी तयार केलेल्या अंदाजपत्रकांवर आधारित निविदा मागवून अभिकरण निश्चिती करून काम सुरू केल्याने स्वीकृत निविदेतील विविध बाबींच्या परिमाणात बदल/विचलन झाल्याने निविदा शर्त क्र. ३७/३८ चा वापर करण्यात येत असल्याचे प्रामुख्याने दिसून येते. शासनाने या संदर्भात वेळोवेळी विविध परिपत्रके/शासन निर्णय याद्वारे मार्गदर्शक सूचना जारी केल्या आहेत. विशेषतः दि. १०/८/२०११ रोजीच्या शासन परिपत्रकाद्वारे प्रशासकीय मान्यतेसाठी अंदाजपत्रक तयार करण्यापूर्वी सविस्तर सर्वेक्षण, अन्वेषण व संकल्पना पूर्ण करणे बंधनकारक केले आहे. त्यामुळे अंदाजपत्रकातील बाबींच्या परिमाणात नंतर काही अपवादात्मक परिस्थिती वगळता बदल होणे अपेक्षित नाही. यादृष्टीने उक्त शर्त क्र. ३७/३८ च्या वापरावर आपोआपच मर्यादा येणे अपेक्षित आहे. या अनुषंगाने काही निर्बंध लागू करण्याचे शासनाच्या विचाराधीन होते. आता या संदर्भात खालीलप्रमाणे मार्गदर्शक सूचना प्रसूत करण्यात येत आहेत.

परिपत्रक -

१. अनुसूचित कंत्राटामधील शर्त क्रमांक ३७/३८ च्या वापराबाबत मार्गदर्शक सूचना-

१.१ शर्त क्र. ३७/३८ मध्ये नमूद केल्याप्रमाणे प्राधिकृत अभियंत्याने (Engineer in charge) कंत्राटदारास लेखी स्वरूपात कळविल्यानंतरच अनुज्ञेय परिमाणापेक्षा जास्त (म्हणजेच निविदेतील बाबींसाठी परिमाणाच्या २५ टक्के पेक्षा जास्त) परिमाणाचे काम कंत्राटदार करू शकतो. त्यामुळे खालील अपवादात्मक बाबी वगळता, अनुज्ञेय परिमाणापेक्षा वाढीव परिमाणाचे काम करण्यास कंत्राटदारास सूचना देण्यात येऊ नयेत व असे वाढीव काम करू नये.

अपवादात्मक बाबी - माती धरणाच्या जलरोधक खंदकाचे माती काम (खोदकाम व पश्चभरण), गुरुत्वीय प्रकारातील धरणाच्या (Gravity dams) पायाचे खोदकाम व संधानक, त्या अनुषंगाने करावयाचे बांधकाम, बोगदे (tunnels)/ भुयारे (Underground caverns) यांच्याकरिता करावयाच्या आधारसंरचनेचे (cavern support system) काम, कालव्यावरील विविध बांधकामासाठी पायाचे खोदकाम व संधानक, धरणातील विमोचकाच्या आदान संरचनेसाठी (Intake structure/well) खोदकाम व संधानक, विंथन विवरे, धरण पायातील व धरण बांधकामातील ग्रावण (grouting).

वरील अपवादात्मक परिस्थितीत वाढीव काम उदभवल्यास ते करण्यासाठी कंत्राटदारास लेखी परवानगी देण्यापूर्वी/लेखी कळविण्यापूर्वी प्रकल्पाचे कार्यकारी अभियंता, अधीक्षक अभियंता व त्या प्रदेशातील अन्य एक अधीक्षक अभियंता यांच्या समितीकडून तांत्रिक तपासणी करून संबंधित मुख्य अभियंत्याकडून पूर्व मान्यता प्राप्त करून घेणे बंधनकारक राहिल.

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KONKAN IRRIGATION DEVELOPMENT CORPORATION

१.२ उक्त अपवादात्मक कामे वगळता अन्य प्रकरणी कंत्राटातील शर्त ३७/३८ नुसार अनुज्ञेय परिमाणापेक्षा जास्त काम करणे क्रमप्राप्त असल्यास ते प्रगतीपथावरील कंत्राटांतर्गत न करता त्यासाठी प्रचलित नियमाच्या चौकटीत राहून स्पर्धात्मक निविदा मागवून, विधिवत अधिकरण निश्चिती करून अशा अधिकरणामार्फत करण्यात यावे.

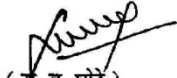
१.३ निविदा करारनाम्यात विषद केलेल्या कामाच्या व्याप्तीबाहेरील कोणतेही काम सदर शर्त क्र. ३७/३८ च्या अंतर्गत करण्यात येऊ नये.

१.४ वरील परिच्छेद क्र. १ मधील अपवादात्मक परिस्थिती वगळता निविदा किंमत कोणत्याही परिस्थितीमध्ये १० टक्के पेक्षा (भाववाढ वगळून) जास्त वाढणार नाही तसेच निविदेतील प्रत्येक स्वतंत्र बाबीसाठी अनुज्ञेय परिमाणा पेक्षा जास्त वाढ होणार नाही याची काटेकोरपणे दक्षता घ्यावी.

वरील सूचना, प्रस्तावनेत नमूद केल्यानुसार दि. १०/८/२०११ नंतर स्वीकृत केलेल्या निविदांना लागू राहतील.

सदर परिपत्रक शासनाच्या वेबसाईटवर उपलब्ध करण्यात आला असून त्याचा संगणक संकेतांक क्रमांक २०१२१०१११७१७११३१२७ असा आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,


(र. ब. गोटे)

मुख्य अभियंता (द व प्र) व सह सचिव

प्रत,

महालेखापाल १/२, (लेखा परिक्षा/ लेखा व अनुज्ञेयता) महाराष्ट्र राज्य, मुंबई / नागपूर
खाजगी सचिव, मा.मंत्री, (क.खो.पा.म.वगळून) जलसंपदा विभाग, मंत्रालय, मुंबई
खाजगी सचिव, मा.मंत्री, (क.खो.पा.म.) जलसंपदा विभाग, मंत्रालय, मुंबई
खाजगी सचिव, मा.मंत्री, (खारभूमी) जलसंपदा विभाग, मंत्रालय, मुंबई
खाजगी सचिव, मा.राज्यमंत्री, जलसंपदा विभाग, मंत्रालय, मुंबई
खाजगी सचिव, मा.राज्यमंत्री, लाभक्षेत्र विकास, जलसंपदा विभाग, मंत्रालय, मुंबई
खाजगी सचिव, मा.राज्यमंत्री, खारभूमी जलसंपदा विभाग, मंत्रालय, मुंबई
मा.विधान सभा / विधान परिषद सदस्य, सर्व
स्वीय सहायक, प्रधान सचिव (जस), जलसंपदा विभाग, मंत्रालय, मुंबई
स्वीय सहायक, सचिव (लाक्षेवि), जलसंपदा विभाग, मंत्रालय, मुंबई
स्वीय सहायक, मुख्य अभियंता (द व प्र) व सह सचिव, जलसंपदा विभाग, मंत्रालय, मुंबई
स्वीय सहायक, मुख्य अभियंता (जस) व सह सचिव, जलसंपदा विभाग, मंत्रालय, मुंबई
स्वीय सहायक, मुख्य अभियंता (कृपातल) व सह सचिव, जलसंपदा विभाग, मंत्रालय, मुंबई
स्वीय सहायक, मुख्य अभियंता (पा) व सह सचिव, जलसंपदा विभाग, मंत्रालय, मुंबई
सर्व तांत्रिक उप सचिव / अवर सचिव / उप अभियंता, जलसंपदा विभाग, मंत्रालय, मुंबई

प्रत, आवश्यक कार्यवाहीसाठी

कार्यकारी संचालक, महाराष्ट्र कृष्ण खोरे विकास महामंडळ, पुणे
कार्यकारी संचालक, कोंकण पाटबंधारे विकास महामंडळ, ठाणे
कार्यकारी संचालक, तापी पाटबंधारे विकास महामंडळ, जळगांव
कार्यकारी संचालक, गोदावरी मराठवाडा पाटबंधारे विकास महामंडळ, औरंगाबाद
कार्यकारी संचालक, विदर्भ पाटबंधारे विकास महामंडळ, नागपूर
महासंचालक, महाराष्ट्र अभियांत्रिकी संशोधन संस्था, नाशिक
महासंचालक, जल व भूमी व्यवस्थापन संस्था, औरंगाबाद
जलसंपदा विभागाच्या अधिपत्याखालील सर्व मुख्य अभियंता
मुख्य अभियंता, लघु पाटबंधारे (स्थानिक स्तर) विभाग, येरवडा, पुणे
जलसंपदा विभागाच्या अधिपत्याखालील सर्व अधीक्षक अभियंता
जलसंपदा विभागाच्या अधिपत्याखालील सर्व कार्यकारी अभियंता
मोप्र-१ कार्यासन संग्रहार्थ

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KONKAN IRRIGATION DEVELOPMENT CORPORATION

SCHEDULE 'A'

NAME OF WORK :- DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR
 “ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS
 WITH VALUATION OF BUILDINGS”

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

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

Executive Engineer
 Palghar Irrigation Project Construction Division,
 Suryanagar

Contractor

No. of Corrections

Conditions for Schedule – B

- Note :- 1 All work shall be carried out with contractor's own materials and as per the specifications - Vol. II
- Note :- 2 All the columns in the schedule B Part - II should be filled in, in ink, and the total of the entries in the last column should be struck by the contractor under his signature.
- Note :- 3 Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good for work under all conditions of site, moisture weather, etc.
- Note :- 4 The tender % as quoted by the tenderer in the space provided for in the Memorandum of Works shall be applicable only for the items, rates and quantities stipulated in Schedule B Part -1 as put to tender by Corporation.
- Note :- 5 The provisions of Price Variation Para No. 33 of Special Condition shall be applicable for the work executed under Schedule - B of Part - I. The provisions of Clause - 38 Conditions of Contract - Quantity Variation Clause will not be applicable to the Additional Items.
- Note :- 6 Quantity wise physical and financial monthly programme for the principal items costing 80% of the work cost shall be given and for the balance items costing 20% of the work cost financial month wise programme be given.
- Note :- 7 For financial programme amount may be shown in Rs. lakhs upto two decimals only.
- Note :- 8 The contractor shall submit his month wise requirement of funds within 15 days of signing of contract.
- Note :- 9 The contractor shall submit his requirement of detailed construction drawings along with the dates on which these are required by him within 15 days of signing of contract.

SCHEDULE "B"

KONKAN IRRIGATION DEVELOPMENT CORPORATION

SCHEDULE - B**SCHEDULE OF QUANTITIES AND BID RATES FOR ITEMS AS ESTIMATED BY CORPORATION**

MEMORANDUM SHOWING ITEM OF WORKS TO BE CARRIED OUT

NAME OF WORK:-	Survey for KT Wier on upstream side of DEHARJI MEDIUM PROJECT Tal.:- Vikram gad, Dist.:- Palghar.
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Item No.	Quantity Estimated but must be more or less	Item of Work	Estimated Rates		Unit	Total Amount according to Estimated Quantities
			In figure	In Words		
1.	575.00	Providing & Supplying Junior Engineer, Auto Cad Operator, Surveyor, Valuation expert, Computer operator, Assistant & Semiskilled Mazdoor for taking measurments, photogaphs, video shooting, preparing estimate, drawing & valuation of buildings in acquired land of project, including preparation of detailed plans, drawings, estimates, photographs & vedio shooting of each owner & his building details in 2 copies (hard & soft copies) with all types of compliance if required from the department etc complete.	6883.31	Rupees Six Thousand Eight Hundred Eighty Three Rupees And Thirty One Paisa Only.	No.	3957903.25
2.	30.00	Block contour survey of 10 m x 10 m grid (Not less than 121 raw data points distributed uniformly over a Hectare) for irrigation projects using digital state of art Total Station /DGPS, including transfer of entire data to computer system indifferent geo referential layer/ the mesusing features of standard plotting Softwares compatible with canal irrigation	860.90	Rupees Eight Hundred Sixty Rupees And Ninety Paisa Only	Ha	25827.00

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

		system design Software packages including contour plotting at specified interval and scale.The test print of the drawing shall be approved by Engineer-in-charge and the same shall be delivered in a CD format as well as hard copy in six numbers including one print on tracing paper, as directed.				
3.	1.00	Preperation of rehabilitation plan, proposal including all details and proper submission to commissioner office for approval (Families survey, PAP information, rehabilitation gavthan information, 18 civic amanities estimated cost, Sankalan register, altnet land information demarkated plans etc.	384026.25	Rupees Three Lakh Eighty Four Thousand Twenty Six Rupees And Twenty Five Paisa Only	No.	384026.25
	-	Total				43,67,756.50
		Total Part - (A) Civil works				43,67,757.00
		Part - (B) Insurance				
		Add- Work Insurance on work portion at 1%				43,678.00
		Total Part - (B) Insurance				43,678.00
		GRAND TOTAL of PART - (A) Civil works + Part- (B) Royalty and Insurance				44,11,435.00
In words Rs. Forty Four Lakh Eleven Thousand Four Hundred Thirty Five Rupees Only)						

-
Assistant Engineer GR-1,
Palghar Irrigation Construction subdivision,
Manor

Sr.Divisional Account Officer
Palghar Irrigation Project Construction
Division, Suryanagar

Executive Engineer,
Palghar Irrigation Project Construction
Division, Suryanagar

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

SCHEDULE – C
ITEMWISE APPLICABLE SPECIFICATIONS

NAME OF WORK:- **DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR “ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS WITH VALUATION OF BUILDINGS”**

Item No.	Item of Work	Applicable Specification as per Vol- II.
1.	Providing & Supplying Junior Engineer, Auto Cad Operator, Surveyor, Valuation expert, Computer operator, Assistant & Semiskilled Mazdoor for taking measurments, photogaphs, video shooting, preparing estimate, drawing & valuation of buildings in acquired land of project, including preparation of detailed plans, drawings, estimates, photographs & vedio shooting of each owner & his building details in 2 copies (hard & soft copies) with all types of compliance if required from the department etc complete.	Specification Section No. 1
2.	Block contour survey of 10 m x 10 m grid (Not less than 121 raw data points distributed uniformly over a Hectare) for irrigation projects using digital state of art Total Station /DGPS, including transfer of entire data to computer system indifferent geo referential layer/ the mesusing features of standard plotting Softwares compatible with canal irrigation system design Software packages including contour plotting at specified interval and scale.The test print of the drawing shall be approved by Engineer-in-charge and the same shall be delivered in a CD format as well as hard copy in six numbers including one print on tracing paper, as directed.	Specification Section No. 2

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

3.	Preperation of rehabilitation plan, proposal including all details and proper submission to commissioner office for approval (Families survey, PAP information, rehabilitation gavthan information, 18 civic amanities estimated cost, Sankalan register, alternet land information demarkated plans etc.	Specification Section No. 3
----	--	-----------------------------

**Assistant Engineer Gr-1,
Palghar Irrigation Construction subdivision,
Manor**

**Executive Engineer,
Palghar Irrigation Project Construction
Division, Suryanagar**

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

STATEMENT SHOWING CONSTRUCTION PROGRAMME				
DEHARJI MEDIUM PROJECT TAL.-VIKRAMGAD, DIST.-PALGHAR "ESTIMATE OF PREPARATION OF LAND AQUISION PROPOSALS WITH VALUATION OF BUILDINGS"				
Rs.44,11,435/-				
Item No.	Description of item	Unit	Quantity	Period of work
1.	Providing & Supplying Junior Engineer, Auto Cad Operator, Surveyor, Valuation expert, Computer operator, Assistant & Semiskilled Mazdoor for taking measurments, photogaphs, video shooting, preparing estimate, drawing & valuation of buildings in acquired land of project, including preparation of detailed plans, drawings, estimates, photographs & vedio shooting of each owner & his building details in 2 copies (hard & soft copies) with all types of compliance if required from the department etc complete.	No.	575.00	Upto 12th Month
2.	Block contour survey of 10 m x 10 m grid (Not less than 121 raw data points distributed uniformly over a Hectare) for irrigation projects using digital state of art Total Station /DGPS, including transfer of entire data to computer system indifferent geo referential layer/ the mesusing features of standard plotting Softwares compatible with canal irrigation system design Software packages including contour plotting at specified interval and scale.The test print of the drawing shall be approved by Engineer-in-charge and the same shall be delivered in a CD format as well as hard copy in six numbers including one print on tracing paper, as directed.	Ha	30.00	Upto 3rd Month

Contractor

No. of Corrections

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

3.	Preperation of rehabilitation plan, proposal including all details and proper submission to commissioner office for approval (Families survey, PAP information, rehabilitation gavthan information, 18 civic amanities estimated cost, Sankalan register, alternet land information demarkated plans etc.	No.	1.00	Upto 12th Month
----	--	-----	------	-----------------

**Assistant Engineer Gr-1,
Palghar Irrigation Construction subdivision,
Manor**

**Executive Engineer,
Palghar Irrigation Project Construction
Division, Suryanagar**

Contractor

No. of Corrections

Executive Engineer

SECTION– VII
APPENDIX / FORMS

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

INDEX for Section VII

Sr. No.	Appendix	Details	Page No.
1.	APPENDIX 'F'	Declaration of the Contractor	
2.	APPENDIX 'G'	Professional Tax Clearance certificate	
3.	APPENDIX 'H'	BG	
4.	APPENDIX 'I'	Undertaking to carry out work	
5.	APPENDIX 'J'	Appendix 'J' Agreement	
6.	APPENDIX 'K'	Undertaking Drawings acceptance	
7.	APPENDIX M	Declaration of Contractor for poor performance	
8.	APPENDIX 1	Affidivat of Geneuiness / correctness of documents submitted.	
9.	Forms	Forms for Running and final account bills	
10.	certificate undertaking	Contractor Letter Pad	
11.	Geo-tagging	Certificate of Geo-tagging	

Contractor
Executive Engineer

No. of Corrections

APPENDIX 'F'

(Vide para 35 of Special Conditions of Contract)

DECLARATION OF THE CONTRACTOR

1. I/We , contractor
 hereby undertake that I/We shall pay the labours engaged on work as indicated in Annexure 'A' to Section I - Detailed Tender No wages as per Minimum Wages Act, 1948 and amendments the applicable to the zone in which work lies and act accordingly. I/We undertake to abide by the various laws in force and extend necessary: facilities and amenities to the staff and workers employed by me/us

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

3. I / We hereby undertake to identify and hereby indemnify the corporation against all liabilities arising out of application of all labour laws viz. The minimum wages act . The workman's compensation act, the payment wages act, ESIS and PF act etc. with reference to labour engaged on subject work.

Signature of Contractor/ Firm / J.V.

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

APPENDIX ' G '

PROFESSIONAL TAX CLEARANCE CERTIFICATE

Certificate of registration with the Professional District Officer of the District in Form -1 A, certificate of registration under Section 5(1) and 5(2) of the Maharashtra State Tax on profession , trades, calling and employment Act 1975 Form is as below.

This is to certify that M/s.

of (address), is a registered dealer under the Maharashtra State Tax on Professions, Traders, Callings and Employments Act No. XVI of 1975, holding Registration Certificate No.....w.e.f.....

and under Section 5(1) and 5(2) respectively

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

Sr. No.	Name of the Employee	Designation

There is not Professional Tax dues outstanding against the dealer under the act.

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

Place:

Date:

Contractor

Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Signature

Professional Tax Officer

APPENDIX ' H '

MODEL FORM OF BANK GUARANTEE BOND

1. This deed of Guarantee is made on theby
.....having his head office
at..... ..(Hereinafter called the said Contractor(s)') from the demand under
the terms and conditions of Agreement dated.....made between.....
andfor deposit for the due fulfillment by the said Contractors
of the terms and conditions contained in the said Agreement on production of a Bank Guarantee
foronly) We..... (Hereinafter
referred to as 'the Bank') at the request of..... (Contractor) do hereby
undertake to pay to the Konkan Irrigation Development Corporation, hereinafter referred to as
Corporation, an amount not exceeding Rs..... against
any loss or damage caused to or suffered by the Corporation by reasons of any breach
by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We,..... (indicate the name of bank) do hereby undertake to pay
the amount due and payable under this guarantee without any demur, merely of loss or
damage caused to or would be caused to or suffered by the Corporation by reason of breach
by the said Contractor(s) of any of the terms of conditions contained in the said
Agreement or any reason of the contractor(s) failure to perform the said agreement. Any such
demand made on the bank shall be conclusive as regards the amount due and payable under this
guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Corporation any money so demanded not withstanding any
dispute or dispute raised by the Contractor(s) / Supplier(s) in any suit or proceeding pending
before any court or tribunal relating thereto, our liability under this present being absolute and
unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for
payment there under and the contractor(s) Supplier(s) shall have no claim against us for making
such payment.

4. We,(Indicate the name of Bank) further agree that the
guarantee herein contained shall remain in full force and effect during the period that would be taken

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

for the performance of the said Agreement and that it shall continue to be forcible till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....(office/Corporation)of(indicate the name of Administrative Officer) certifies that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee from all liability under this guarantee thereafter.

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

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

7. We..... (Indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing. Dated theday of.....20

for.....

(indicate the name of bank)

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

APPENDIX - 'I'**UNDERTAKING****Name of Work:-**

1. I/We..... agree to accept the payments of the work done as and when the funds are made available by Konkan Irrigation Development Corporation, Thane.
2. I/We..... also agree that we will not claim any price escalation for the work done beyond the stipulated time limit mentioned in the tender i.e 18 months from the date of issue of work order.
3. I/We..... agree that this undertaking supersedes the clause No. 10 of B-1 Form and clause No. 17 of Special Conditions of Contract and any other clauses regarding payment of bills, I/We also agree that this undertaking shall form a part and parcel of original tender.
4. I/We..... agree that the lead and lift charges of construction materials are incorporated in the agreement and is accepted and no additional claims will be made on this account.

Signed by shri. (Contractor) on n the presence of witness.

1)

2)

Signed by shri. (Executive Engineer) on in the presence of witness.

1)

2)

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

APPENDIX 'J'**AGREEMENT****(Onworth of Rs. 500/- Stamp Paper)(Notarised)**

Name Of The Work :-

Articles of agreement executed on this the of Two Thousand and..... between the Executive Engineer, Development Corporation, (hereinafter referred to asDC) of the one part and Shri..... (Name and address of the tenderer) (hereinafter referred to as 'the bounden') of the other part. Whereas in response to the notification No..... dated the bounden has submitted to theDC a tender for the work specified therein subject to the terms and conditions contained in the said tender. Whereas the bounden has also deposited withDC a sum of Rs..... as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by theDC. Now these presents witness and it is mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by theDC and the contract for is awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with theDC incorporating all the terms and conditions under which theDC accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating terms and conditions. governing the contract, theDC shall have power and authority to recover from the bounden any loss or any damage caused to theDC by such breach, as may be determined by theDC by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties, movable and immovable, in the manner hereafter contained.
3. All sums found due to theDC under or by the virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable, under the provisions of the Maharashtra Land Revenue Code for the time being in force as though

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

such sums are arrears of land revenue and in such other manner as theDC may deem fit.

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

Signed by Shri..... date..... In the presence of witness.

1.....

2.....

Signed by Shri in the presence of witness.

1.....

2.....

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Under taking K

I have seen the drawings on web site. I have submitted the tender considering above drawings as part of it. If my tender is accepted I will sign the drawings before receiving work order.

Date

Place

Signature of Contractor

Name of Contractor

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

APPENDIX – M

Declaration of Contractor regarding poor performance

To,

**Executive engineer,
Palghar Irrigation Project Construction Division,
Suryanagar**

Sir,

I, (Contractor) declare that –

- 1) As a contractor, I never been penalized for any work carried out by me nor I have been black listed by any Government Department previously.
- 2) I have not abandoned any work for reasons attributable to me.
- 3) I have not delayed completion of any work for reason attributable to me.

I undertake that above information is true to the best of my knowledge and belief. I am fully aware that my Bid Capacity bid or tender will be treated as non-responsive and will be summarily rejected at any time, if above information is found to be false and misleading, by the concerned authorities.

Signature of Contractor

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

APPENDIX - 1

जलसंपदा विभाग शासन निर्णय क्रमांक निविदा ०४१७/प्र.क्र २४७ /मोप्र-१ दिनांक १८/१०/२०२३

Affidavit (on Rs. 100/- Stamp Paper) (Notarised)

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

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

(Signature of Bidder/authorized signatory)

(Seal of company)

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

G.R.B. & C.D. No. FMS - 1067/66337 - M		Outer.P.W.410 e.	
(Dated 10-05-1968)		Division --	
		Sub-Division --	
		FORM-47	
		RUNNING ACCOUNT BILL	
		(Referred to in paragraph 10.2.11 of M.P.W.A. Code)	
		Cash Book	Voucher
		For	
CERTIFICATE			
Recovery proposed in this bill is		Name of Contractor.--	
		Or Supplier	
		Name of work --	
		Serial No. of this Bill--	
		No. and date of previous bill for this work --	
		Reference to agreement ---	
		Accepted by ---	
		Date of written order to Commence work --	
		Date of completion as per stipulated in the contract --	
		Extension granted up to -- ---	
Transaction of road aside material entered in the statement of receipts issue and balance of road material.		Date of actual completion -- of work	
		Contractors Ledger folio No.	
Clerk	Accountant.	(For use in Accountant General's Office.)	
(For use in Divisional Office)			
Checked	Audited	Reviewed	
		Superintendent	
Accounts Clerk	Divisional Accountant, Auditor	Gazetted officer.	

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Forms for Running and final account bills

Advance payment for work done not yet measured			Quantity executed up to date as per measurement Book	Item of work Grouped under Sub Head or Sub works of estimate	Rate	Unit	Payment on the basis of actual measurement		Remarks with Reasons for daily in adjusting payment
Total as per previous Bill	Since previous Bill	Total up to date					Up to date	Since previous Bill	
1	2	3	4	5	6	7	8	9	10
	D	B	Total	Total value of work done to date (A) Deduct value of work shown on previous bill Net value of work since previous bill (P) Figure (P) in words					

Contractor
Executive Engineer

No. of Corrections

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Contractor
Executive Engineer

No. of Corrections

Part - III - Certificate and Signature		
1) Entries in columns (4) to (9) of part I are based on measurement recorded by (name & designation) _____ on _____ in M. Book No. _____ pages _____ and checked _____ % by the Sub Divisional Officer on _____	Total amount outstanding as per this bill (c) Deduct amount outstanding as per entry (c) of previous bill. Net Amount	Figure E in words.

3) Certified (i) that the plus quantities of material shown in column 3 of part II above have been actually brought by the contractor to the site of the work and the contractor has not previously received any advance on their security, (ii) that these materials are of an immensurable nature and are all required by the contractor for full use in the work in connection with items for which rates for finished work have been agreed upon and (iii) that a formal agreement in form of 50 signed and executed by the contractor in accordance with paragraph 10.2.19 of the M.P.W.A. Code, is recorded in the divisional office.

Dated Signature of officer authorising payment

* This signature is necessary only when the officer preparing the bill is not the officer authorising Payment

F

Executive Engineer

KONKAN IRRIGATION DEVELOPMENT CORPORATION

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT**FACILITIES****BANK CERTIFICATE**

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs _____ to meet their working capital requirements for executing the above contract during the contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Contractor
Executive Engineer

No. of Corrections

UNDERTAKING

(Contractor Letter Pad)

I, the undersigned, do hereby undertake that our firm M/s. _____
would invest minimum cash up to 25 % of the value of work during implementation of the Contract.

(Signed by Authorized Officer of the Firm)

Name Title of Officer

Name of Firm

DATE

KONKAN IRRIGATION DEVELOPMENT CORPORATION

जलसंपदा विभाग शासन निर्णय क्रमांक निविदा ०४१७/प्र.क्र २४७ /मोप्र-१ दिनांक १८/१०/२०२३

Certificate of Geo-tagging

1) Name of work.....

2) Tender Notice No.

3) Name of person visiting the site.

4) Date of Visit

5) Time of Visit

I have uploaded Geo-tagged photos in envelope no.I along with this Certificate. I have visited / studied scope of work, site conditions, verified provisions in tender documents, resources available and difficulties / restrictions of site in all respect.

(Signature of Bidder/authorized representative)

To.
Executive Engineer
Palghar Irrigation Project Construction Division
Suryanagar Dist.Palghar

SECTION – VIII
SPECIAL CONDITION
OF CONTRACT

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

SECTION- VIII**SPECIAL CONDITIONS OF CONTRACT****1.0 Contractor to inform himself fully:**

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

2. Contract Drawings and Specifications:

- 2.1** On acceptance of the tender, three sets of contract drawings and working drawings as well as one certified copy of the accepted tender will be supplied to the contractor free of charge within one week. On request by the contractor, the contractor may be supplied additional copies of contract Documents to be charged at the rate of Rs.3,000/- (Rupees Three Thousand Only) per set.
- 2.2** The drawings which form part of this contract show the works to be done in such details as possible to do for the present. They will be supplemented for superseded by such additional detailed drawings as may be necessary as the work progresses. The contractor shall carry out the work in accordance with these additional and / or revised drawings as the case may be at the applicable rates as per the contract. The contractor shall be supplied a maximum No of three copies of each of such working drawings free of charge. Should the contractor require any additional copy for his use, the same may be supplied and the contractor will be charged Rs.5000/- (Rupees Five Thousand Only) per set of contract drawings and Rs.3000/- (Rupees Three Thousand Only) for additional copy of each working drawing.
- 2.3** The contractor shall check all drawings carefully and intimate the Engineer-in- charge immediately any errors or omissions discovered. The contractor shall Not take advantage of any kind of errors or omissions in the drawings supplied.

3. Data and Drawings to be furnished by the Contractor:

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

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

- c) The approval of the drawings, however, will Not relieve the contractor of his responsibility from any errors or omissions.

4. Errors, Omissions, Discrepancies:

- a) In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications, the following orders of preference shall apply.
 - a-1) Between actual scaled and written dimensions or description on drawing and corresponding one in the specification, the latter shall be adopted.
 - a-2) Between the quantities in the schedule of quantities, and those arrived at from the drawings, the former shall apply.
 - a-3) Between the written description of the item in the schedule of quantities and the detailed specifications of the same item, the latter shall be adopted.
- b) The information in connection with the works and work site as well as specifications are contained in this book of contract in general and in particular in two parts viz. special conditions and specifications for items of work. In case of any discrepancy or repugnancy in the clauses in these sections, the specifications will prevail over special conditions.
- c) The special conditions of contract and the specifications shall prevail over various clauses of B-1 tender form.
- d) In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item, a reference shall be made to the Engineer-in-charge whose elucidation, elaboration or decision shall be considered as authentic and final subject of the Clause 30 of B-1 form. The contractor shall be held responsible for any errors that may occur in the work through lack of reference and precaution.

5. Use of Site:

- a) All land required for contractor's own use shall be arranged by the contractor from private land owner/ Revenue Department at his own cost and No claim on this account shall be entertained. If, however, spare land is available with KIDC / Government it may be handed over to contractor at the rates to be decided by the KIDC for such contract work.
- b) All areas of operation, including those of his staff and labour colonies, in case handed over to the Contractor shall be cleared and handed over back in good condition to the Engineer-in-charge, except the areas under works constructed by the Engineer-in-charge, any damage or alterations made to areas which he has to hand over back or to other property or land handed over to him for the purpose of this work.
- c) The lands shall as hereinbefore mentioned, be handed over back to the Engineer-in-charge within three months after the completion of the work under this contract or the termination of the contract whichever is earlier. Also No land shall be held by the Contractor longer than the Engineer-in-charge shall deemed necessary and the contractor shall on due Notice by the engineer-in- charge vacate and return the land which the Engineer-in-charge may certify as No longer required by the contractor for the purpose of the works. In case the lands are Not handed over back to the KIDC within the time limit; specified above, penal rent as may be decided by the Engineer-in-charge will be recoverable and further legal action to vacate land will be taken by Engineer-in-Charge.
- d) If the vegetation and forest is Noticeable in project area, the contractor should take utmost care for the preservation of vegetation and forest. Any damage in this vegetation will have to be compensated by the contractor and decision from Engineer-in-charge will be final and

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

binding on contractor. Contractor shall Note that any damage to the forest will attract the provision of Forest Conservation Act, 1980.

6. Contractor Not To Dispose Off Soil Etc.:

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

7. Gold / Silver, Minerals, Oils, Relics etc. found on the site:

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

8. Access to site and work and co-operation with other contractors:

The Engineer-in-charge may, if he considers fit, from time to time, enter on any lands which may be in the possession of the contractor under the contract for the purpose of executing any works Not included in the contract and may execute such works Not included in this contract by agents or by other contractors at his option and the contractor shall in accordance with the requirements of Engineer-in-charge afford all reasonable facilities for execution of the works, including occupation of lands by structures or otherwise to any other contractor employed by the KIDC and his workmen or for the workmen of the KIDC who may be employed in the execution on or near the site of work Not included in the contract, or of any contract in connection with or specially to the works and in default, the contractor shall be liable to the KIDC for any delay or expenses incurred by reason of such default. The contractor shall Not however, on account of any such modified, new or extra work executed by or for the sake of the KIDC be entitled to claim relief from the obligation to execute the works. The contractor shall also co-operate with other contractors with all fairness and mutual understanding and use the common facilities like access roads to quarries, water supply arrangements etc. The contractor shall also Not cause advertently or inadvertently any obstruction or impediments in the progress of the other works being executed by KIDC or through other agencies. In the event of dispute regarding the claim, the responsibility, liabilities etc. in respect of such facilities, the decision of the Engineer-in-charge shall be final.

9. Cleaning up:

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

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

10. Layout of construction roads:

The contractor shall have to submit detailed plan to the Engineer-in-Charge, showing the layout of the work site, roads and approach roads proposed by him, before he starts the actual work. Such a road layout plan will be scrutinized by the Engineer-in-Charge and any modifications suggested by him will be binding on the contractor. If it is decided by the Engineer-in-Charge to have some of the roads proposed by the contractor as common roads for common use of KIDC and other contractors or convenient and for compact and planned layout of work site, the contractor will be bound to construct them and allow them to be used simultaneously by other contractors and departments. In case of disputes, the decision of the Engineer-in-Charge shall be final and binding on the contractor.

11. Period and hours of work:

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

12. Signing Field Books, Longitudinal Sections, Cross Section and Measurement Books:

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

13. Programme of Construction: Work and Progress Schedules:

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

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

completed in 100% contract period. In case it is subsequently found necessary to alter this programme agreed in contract Documents including the changes in the sequence of the items, the contractor shall submit in good time a revised programme incorporating necessary modifications proposed and get the same approved from the Engineer-in-Charge. Additional detailed programme for each working season, beginning from October, showing the progress to be achieved month by month for controlling items shall also be submitted to the Engineer-in-charge Not later than the 31st August preceding the working season and got approved. The Engineer-in- Charge is further empowered to ask for more detailed programme, say week by week, for any items of special importance, and contractor shall supply the same as and when asked for without delay. The submission of the works programme and approval to it by the Engineer-in- Charge shall Not relieve the contractor of any of his duties or responsibilities under the contract, like timely completion, the damages due to flood or other natural calamities etc. The contractor shall Not be entitled for any claims for any damages caused, due to particular works programme. It is the entire responsibility of the contractor to frame the programme after anticipating the rains, floods etc. Actual work turned out shall be mainly taken into account and Not just the sum of the various payments made to the contractor. The advance on material brought to the site of work will be accounted for while arriving at the progress achieved by the contractor in terms of proportion of the total work tendered for.

14. MATERIALS:

14.1 Cement : The cement shall conform to I. S. 8112-1989 and subsequent revisions for Portland cement.

Cement shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received being first used. Cement shall be kept in a store under double locking arrangement (one lock to be operated by contractor and second lock to be operated by the authorized person of Corporation) so that it can be taken out of fresh stock admitted with the knowledge of supervising staff of the Corporation. The watch and ward of the cement stores shall be the responsibility of the contractor.

14.2 CEMENT PROCURED BY CONTRACTOR :

A) The contractor shall Procure cement 43 grade conforming to IS-8112 of 1989 from recognized manufacturers such as L & T., A.C.C., Narmada, CCI, Rajashree, Manikgarah, Birla, Dalmiya etc. as per para 14 of Special Conditions of Contract in standard packing of 50 kg. per bag from the authorized manufacturers. The Contractor shall make necessary arrangement at his own cost to the satisfaction of Engineer-in-charge for actual weight random sample from the available stock and shall conform with the specification laid down by the Bureau of Indian Standard (vide their specification No. IS:8112 of 1989 53 grade) of higher in quality as per para 17.02 Cement shall be tested in the laboratory under Quality Control Circle, Pune. In case of any dispute about the

KONKAN IRRIGATION DEVELOPMENT CORPORATION

results, the cement shall be tested in M.E.R.I. Nashik where decision will be final. The cement bags brought and kept at site godown shall be tested for all the tests as directed by the Engineer-in-charge at least one month in advance before actual use of cement. Cement brought on site shall be as fresh possible to the satisfaction of Engineer-in-charge. The old stock, if rejected, shall be immediately removed from the site at the Contractor's cost. Cement bags required for testing shall be supplied by the Contractor free of cost.. Testing should be done in the laboratory as specified by Engineer-in-charge.

B) The use admixture and agents shall be made as per instructions of Engineer-in-charge. The admixture and agents /cost of cartage / loading /handling /mixing shall be borne by the Contractor and shall be included by the tendered for concrete.

C) The Contractor should maintain throughout the tenure of the work adequate stock of the cement (min. 30 days requirement) so as to ensure that at no time work is stopped for want of cement. At the same time no cement age of more than 60 days from the date of dispatch from the manufacturing unit shall be used on the work. No cement shall be removed from the site without the permission of the Engineer-in-charge.

The Contractor shall forth with remove from the works area any cement that the Engineer-in-charge may disallow for use on account of failure to meet with the required quality and standard.

Cement stock one months requirement shall be kept on site at least one month in advance, sample for testing of the cement to the site shall be given free of cost by the Contractor, as and when required.

D) The Contractor will have to construct sheds for storing cement having capacity no less than the cement required for 60 days use at approved locations of the dam site. The Engineer-in-charge or his representative shall have free access to such stores all times.

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

14.3.1 Daily cement consumption report:

Contractor shall maintain daily cement consumption account for each item in format as directed by Engineer-in-charge. The daily quantity executed for all the items executed and cement consumed shall tally with the daily cement issued from store. The report of daily cement consumed, quantity executed shall be maintained by contractor on site

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

and copy signed by the site engineer of the KIDC shall be submitted to Engineer-in-charge. The abstract of item wise daily cement consumption and quantity executed shall be enclosed with bills by the contractor, which will form basis of payment of bills.

14.3.2 The empty bags shall be returned to Engineer-in-charge who will arrange to maintain the account of empty bags.

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

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

(b) To sell the cement with prior written permission from the Engineer-in-Charge to any of the contractors carrying out the works on contract with the KIDC at a price to be negotiated by both the contractors and account for the same.

(c) To sell the cement with prior written permission from the Engineer-in-Charge, to the KIDC at the Ex-factory price + Sales Tax + Octroi, if any + delivery at KIDC godown as directed by the KIDC. If the purchase price paid by the contractor plus delivery at KIDC godown is less than the above, the lower of the two shall be considered. The KIDC will accept the cement in branded bags only if the same is as per the specifications and of acceptable quality.

STEEL : (Procured by Contractor)

- A) The Contractor shall procure steel from the market. The Contractor shall make necessary arrangement at his own cost for sample from the available stock and shall confirm with the specifications laid down by the Bureau of Indian Standard (vide their specifications No. I.S. 432 (Part I) of 1966, 1139-1966, 1746-1979).
- B) The Contractor should store the steel of 60 days requirement at least one month in advance.
- C) The Contractor will have to construct sheds for storing steel having capacity not less than the steel required for 120 days use at approved locations along the canal. The Engineer-in-charge or his representative shall have free access to such stores at all times.
- D) The Contractor shall further, at all times satisfy the Engineer-in-charge on the demand by production of record and books duty submission of returns and other proof as directed that the steel is being used as tested and approved by the Engineer-in-charge for the purpose and the Contractor shall at all times keep his records up-to-date to enable the Engineer-in-charge to apply such sheets as he may desire.
- E) Local Contractor shall procure the steel from main producer such as SAILS, TISCO.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Re-rolled steel will not be acceptable, however use of TMT steel shall be preferred. They should bring the test certificate of steel procured by them from the manufacturers.

- F) The steel procured should confirm, related IS Codes.
- G) Steel samples required for testing shall be supplied by Contractor free of cost.

14.5 STONE FOR RUBBLE MASONRY, METAL, SAND :

The Contractor shall make his own investigation regarding locations of quarries, quality of stone and adequacy of the various source of stone in quarry areas known to him the contractor can make use of the excavated material from hard rock excavation, dumped at dam site, Material has to be stored out by Contractor at his cost and should be got approved from the Engineer-in-charge before its use in the work. However, it is for Contractor to investigate the quarries which will yield stone in sufficient quantities and of required quality Over burden on quarry shall have to be removed by the Contractor at his own cost.

The location of quarries have to be such that they do not affect permanent structures and should be near the existing or proposed habitations.

The locations and size of the quarries shall be subject to the approval of the Engineer-in-charge. However, if a quarry location approved by the Engineer-in-charge on it's opening does not yield adequate or suitable stone, no claims can be raised against the Corporation. In that case other quarries will have to be established by the contractor at his own cost and risk and the stone got approved from the Corporation for it's quality before using it in the work.

If the quarries located are in privates, the Contractor shall negotiate with the respective owners and shall attend to legal rights and attend to payments etc. to the concerned parties for operation of these quarries at his own cost.

The necessary permission of Revenue Department for quarrying the material shall be obtained by the Contractor similarly he shall make arrangements for roads, leading to and from the stone quarries to the work site at his own cost.

14.6 SAND :

The Contractor is advised to make his own enquiries regarding adequacy, proper quality and cost of sand, approaches to quarries etc. The same quarry to be used and may change in location shall have prior approval of the Engineer-in-charge.

The Contractor shall, however, obtain permission from Revenue and other authorities, before removing the material and shall pay royalty and other taxes.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Octroi, Duty, escort fee, if any for sand. Contractor shall have to make his own enquiries regarding legal right and attend to the aspect of payments due etc. for the operation of the quarries.

The extent of annual replenishment of the sand sources is unknown. The Contractor may therefore choose to collect the sand in advance of its use for the work. The Contractor shall make his own arrangements for quarrying transport of sand from the quarries to the work site. Approach roads to the quarries shall also be constructed and maintained by the Contractor at his own cost.

All the cost of transport of sand shall be borne by the contractor.

14.6.1 SAND FOR OTHER CONSTRUCTION WORKS :

Sand for works such as filter, drains etc. is to be procured from local River.

14.6.2 USE OF CRUSHED SAND :

If natural sand is not available satisfying specifications, then sand for other work crushed sand may be allowed. Necessary crushing plant may be installed by the contractor near available quarry. The available material from excavation in Hard rock and from quarry shall be used to produced metal, sand, boulders etc.

Crushed sand and / or creek sand, sukhi will be permitted only on the basis laboratory test results. Admixture as specified in the tender will be permitted to be used as per the exigencies of work.

15. Quality Assurance and Testing:

It is the responsibility of the contractor to assure the desired quality of work. Whenever the testing of construction materials are required as per the detailed specifications or otherwise required by the Engineer-in-Charge, the same shall be carried out at the laboratory, selected by the Engineer-in-Charge at Contractor's cost. The other tests of mortar, concrete, colgrout etc. shall be carried out in field laboratory set up by the contractor in presence of quality control representative. Contractor shall through this procedure assure the quality of work. The materials, mixes and any other arrangements, including labourers, shall be supplied by the contractor to the KIDC at contractor's cost. The samples for testing shall be taken in the presence of Engineer-in-Charge or his representative present on site. The contractor or his authorized representative shall have a free access in these laboratories, to get himself satisfied about procedures of testing etc. Even if the contractor or his representative fails to remain present while collecting samples or testing the results will be considered as authentic and binding on the contractor.

16. Hire of Construction Equipments:

Construction equipment owned by the KIDC, if available and can be given on hire conveniently, will be made available on specific request, to the contractor at rates that will be prescribed by KIDC from time to time. Supervision charges will also be levied as prescribed by the KIDC from time to time. The contractor shall execute the agreement bond

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

as prescribed by the KIDC, and shall agree to the specific rates of hire and supervision charges in force on the day of transaction in writing before machinery is taken out of the KIDC's yard by him. The contractor shall pay irrevocable bank guarantee for a value equal to 25% of the cost of the similar new machinery; for a period equal to period of hire plus three months. Some such items of equipment are indicated below:

Rented Equipment: i) Tankers. ii) Diesel Road Rollers iii) Tippers iv) Dozers v) Loader vi) Seismopactor .

The machinery shall be entirely in the custody of the KIDC. It shall be issued to the Contractor at the yard where they are stationed. The machinery will Not be allowed to leave the work area on any account. All machinery so hired will be entirely operated and maintained by the KIDC in consideration of the hire charges to be paid by the contractor. If any equipment is to be used in excess of 8 (eight) hours per day, permission of the Engineer-in-Charge shall be obtained in advance. Reckoning of working hours will start from the time the machinery leaves KIDC yard, where it has return to it daily, and in other cases, when the machinery actually starts working. Closing time of working will be when it returns to the KIDC yard or actually ceases working for the day, respectively. Log books shall be maintained by the Engineer or his authorized representative for each piece of equipment in the form laid down by the Engineer. The Contractor or his duly authorized agent shall verify and sign in the log book or on the machinery duty slip in lieu thereof, daily. If the contractor's representative fails to sign the log book, the entries made by the KIDC's representative shall be binding on the contractor. Any complaint or representation regarding the recorded working hours must be submitted in writing within 24 (twenty four) hours of the close of the shift. The Engineer's decision regarding such disputes pertaining to working hours shall be final and binding on the contractor. Complaints or representations made after lapse of 24 (twenty four) hours limit shall Not be considered. The log books shall be provided by the KIDC.

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

All minor and major repairs shall be carried out by the KIDC, to keep the equipment in working condition. However, in case of any breakage, damages, slips etc. which may occur due to the negligence of contractor's labour, equipment or staff or by reason, for which KIDC personnel are Not responsible, the cost of such damages shall be recovered from the contractor. The decision regarding fixing of responsibility for any damages shall rest with the Engineer-in-Charge and decision given by him shall be binding on the contractor. Equipment shall be given on hire only when these can be spared. No claim on account of sickness or Non-availability of machinery shall be entertained.

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

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

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

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

17. Bills and Payments:

1) Two running payments in a month are permitted. First bill shall be submitted by the contractor by 10th day of the month, payment of this bill shall be effected as stated in clause 10 of B-I form. Second bill if necessary shall be submitted by the contractor by the 25th day. Payment therefore shall be effected as stated above. Non-submission of the bills on scheduled dates will absolve the corporation of the liability to make payment.

2) The format of running bill on which the bills are not submitted by the contractor will be supplied to the contractor by the Corporation. Printed copies of the bill forms as per this format shall be arranged by the contractor at his cost. The bills in five copies shall be submitted to the concerned Deputy Engineer, in the standard proforma only.

18. Security deposit- No interest will be payable on the security deposit accumulated from deduction from running account bill from time to time.**18(A). No interest on money due to the contractor:**

No omission by the engineer to pay the amount due upon measurement or otherwise shall vitiate or make void the contract nor shall be contractor be entitled to interest on any guarantee bond or payment in arrears nor on any balance which may on the final settlement of his account be found due to him.

19. Other Contractor for the work:

KIDC has the right to split-up the project work detailed in the Work and Site Conditions, into distinct items and this contract shall apply only to those items which shall have been specified in this contract. Should KIDC enter into agreement with other contractors for specified items of the project work, each contractor shall co-operate with others to the fullest extent and shall allow others every facility and cooperation for execution of their works simultaneously and satisfactorily as intended in the designs, specifications and drawings. Should there be a dispute or disagreement between the contractors for any cause whatsoever, the same shall be referred to the Engineer-in-charge whose decision regarding the coordination, cooperation and facilities to be provided by any of the contractors to others shall be final and binding on all parties and such a decision or decisions shall Not vitiate any contract Nor absolve the contractor of his responsibilities under the contract Nor form the grounds for any claim of compensation.

20. Contract Documents and matters to be treated as confidential:

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

KONKAN IRRIGATION DEVELOPMENT CORPORATION

21. Access to the Contractor's Books

Whenever it is considered necessary by the Engineer-in-charge to ascertain the actual cost of execution of any particular item of work or supply of plant or material he shall direct the Contractor to produce the relevant Documents such as payrolls, records of personnel, invoices off materials and any and all other data and Documents relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish information, pertaining to the aforesaid items in the mode and manner that may specified.

22. Breach on part of KIDC Not to Annul Contract

No breach or Non-observance on the part of KIDC of any of the conditions contained herein shall annul this contract or discharge the Contractor from the observance and performance thereof, but on application to the Engineer-in-charge, an extension of time may be given to the Contractor in respect of such breach or Non- observance by the KIDC, which shall be governed by Clause 6 of B- 1 form. The Contractor shall Not, however, be entitled to consideration or any extension of time for any item of the work unless the contractor shall have made an application in writing to the Engineer-in-charge within one month of the arising of the cause needing such extension, but the Engineer-in-charge may waive the condition regarding this period of one month which shall be conclusive.

23. A. Local Laws

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

23.1 B. Taxes etc.

All import and excise duties, sales tax, local panchayat tax and other taxes shall be borne by the Contractor and they shall be deemed to have been covered by his quoted tender rates, except that the contractor shall Not be liable to any land tax for the land handed over to him for the operation in connection with this contract or for his colony or appurtenant works constructed by him for the purpose of this contract. The contractor shall also be liable to all relevant provisions of the Indian Income Tax Act which may be applicable to him from to time. The contractor shall protect and indemnify KIDC against all claims or liabilities arising from or based on the violation of such laws, ordinances, regulations, bylaws by him or his employee.

24. Personnel of the Contractor:

The Contractor shall, at all times, maintain on the work, a staff of duly qualified engineers and supervisors of sufficient experience of similar other jobs, to assure that the quality of work turned out shall be as intended in the specifications. The Contractor shall also maintain at the work a Works Manager of sufficient status, experience and office, and duly authorize him to deal with all aspects of the day to day work. All communications to and commitments by this Works Manager shall be absolutely binding on the Contractor. The Contractor shall supply to the Engineer-in-charge details of names, qualifications and experience in regards to all supervisory staff employed by the Contractor and Notify changes when made, and satisfy the Engineer-in- charge regarding the quality and sufficiency of staff thus employed. The Engineer-in-charge will have the unquestionable right to ask for changes in the quality and No of contractor's staff. The contractor shall on the written directives of the Engineer-in-charge, remove from the works any person employed thereon who may in the opinion of the

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Engineer-in-charge be incompetent or has misconducted himself. Such person shall Not be employed again, on the work, without the written permission of the Engineer-in-charge. The contractor shall have to submit information regarding proof of payment of Professional Tax and the clearance certificates in format vide Appendix 'H'.

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

26. Notices, How to be given:

Where any legal or other Notice or any other Documents or any other direction is to be given to or served upon the Contractor, it shall be deemed to be duly given or served, if it shall have been either delivered to him personally or to his recognized agent or Works Manager (including in the case of Company, the Secretary of Such Company) or delivered at or sent through the post, addressed to the last known plakhe of business, or abode of the Contractor, a Notice or other Documents which shall be so given to or so served on any one of the partners in such firms, shall be deemed to have been given or served on all of them.

27. Work Order Book:

The contractor shall maintain bound work order book at work site as the Engineer-in-charge may direct. This work order book shall have machine Noed pages in triplicate. The contractor shall make them available to the Engineer-in-charge or his representative, whenever called for. Executive Engineer or his representative may record order about works, in this book leaving the original copy in the book and removing the second and third copy with him. The contractor or his authorized representative, shall also sign this work order, in token of it's acceptance. All orders recorded in these work order book, shall be deemed to have been served on the contractor. On completion of the work all the work order books may be handed over to the Executive Engineer. In the event of refusal of the Contractor's representative on the spot to sign the work order book, Engineer-in-charge shall take the necessary further steps in respect of further communication and control, modification or stoppage of work as deemed fit at the entire responsibility of the contractor.

28. Passing of Foundation etc.:

After the completion of the work of excavation, the same will be checked and passed by the Executive Engineer. No masonry or concert or back filling Shall be laid unless the foundation

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

is So passed. No concerting shall commence unless the centering and the reinforcement is checked and passed by the Engineer-in-charge.

29. Reference to Standard Specifications:

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

30. Communication and Notices by Contractors:

All communications and / or Notices pertaining to works and concerning matters, such as passing and approving of foundations, reinforcement and formwork, measurements, mark outs, etc. shall be addressed by the Contractor to the Engineer-in-charge. All such Notices communications, etc. shall be addressed in good time so as Not to hold up the work.

31. Non-Compliance of Contract Conditions:

If the contractor shall neglect or fail to proceed with the works, with due diligence or he violates any of the provisions of the contracts the Engineer-incharge may give Notice to the contractor, identifying deficiencies in performance and demanding corrective action. The Engineer-in-charge, shall also clearly state in the Notice the nature of action, that shall be taken, if contractor fails to fulfill by necessary corrective action. Depending on nature of default the Engineer-in-charge at his discretion, shall have two options, regarding action to be taken in case of default by contractor. He shall withhold any of the payments due to the contractor or shall terminate the contract in whole or in part. But Engineer-in-charge shall, clearly mention in his Notice, the action that shall be taken if the contractor fails to take the corrective action. The period of 14 days shall be given to the contractor to take such corrective action after the issue of such Notice. No claims, for compensation of any sort, from contractor will be entertained for withholding the bills indefinitely till specified requirements are complied with by the contractor. After the issue of the Notice about default by the contractor the contractor shall Not remove, from the site any plant, equipment and materials. The KIDC shall have a lien on all such plants, equipments and materials, from the date of such Notice, till deficiencies have been corrected.

32. Extra Items:

Extra items of work shall Not vitiate the contract. The Contractor shall be bound to execute extra items of work as directed by the Engineer-in-charge. The rates for extra items will be governed by the provisions of clause 14 and 30 of conditions of contract. As per Govt. WRD Circular Marathi No. लेप अ 6013/(410/2013)/ मोप्र-1 दि.28/11/2013.

33. Price Variation (Not Applicable for clause 38 and EIRL):

If during the operative period of the Contract as defined in condition (i) below, there is any variation in the Consumer Price Index (New Series) for industrial workers for **Mumbai** centre as per the Labour Gazette published by the Commissioner of Labour Government of

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Maharashtra and/or in the Whole-sale Price Index for all commodities, prepared by the office of Economic Adviser, Ministry of Industry, Government of India, 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 - 36 %
- (2) Material Component - 50 %
- (3) Petrol, Oil and Lubricants (POL) components - 14 %

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 excluding star rate items. Total of Labour, Material & POL components shall be 100 and other components shall be as per actual.

- (1) Labour Component - **K1** - 36 %
- (2) Material Component - **K2** - 50 %
- (3) Petrol Oil and Lubricants components - **K3** - 14 %

Basic Star Rate for Materials:-

- (i) As per WRD CSR Total cement rate:- Rs . 6,379.00 / MT
- (ii) As per WRD CSR Total Steel rate:- Rs . 64,518.46 / MT

NOTE :- 1) If particular component is not relevant same shall be deducted

2) The royalty charges insurance charges, and labour welfare cess deducted while calculate value of P.

1. Formula for Labour Component- (Excluding bitumen, steel and cement, Royalty charges, Insurance charges, Labour welfare cess)

$$V1 = 0.85 \times P \times [K1 / 100] \times [L1-L0 / L0]$$

Where,

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

P = Cost of work done during the quarter under consideration (Excluding royalty of materials) minus the cost of Cement, HYSD and Mild Steel and M. S. Plate calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

K1 = Percentage of Labour Component as indicated above.

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

L1 = The average consumer price index for **Mumbai** center for the quarter under consideration.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

2. Formula for Material Component- (Excluding bitumen, steel and cement, Royalty charges, Insurance charges, Labour welfare cess)

$$V2 = 0.85 \times P \times [K2 / 100] \times [M1 - M0 / M0]$$

Where,

V2 = Amount of price variation in Rs. to be allowed for materials component.

P = Same as worked out for labour component.

K2 = Percentage of Materials Component as indicated above.

M0 = The basic wholesale price index for shall be average wholesale price index for the month 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 (Excluding bitumen, steel and cement, Royalty charges, Insurance charges, Labour welfare cess)

$$V3 = 0.85 \times P [K3 / 100] \times [P1 - P0 / P0]$$

Where,

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

P = Same as worked out for labour component.

K3 = Percentage of Petrol, Oil and Lubricant Component.

P0 = Average price of H.S.D. at Mumbai as per IOC Website during the preceding the month in which the last date prescribed for receipt of tender, falls

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

4. Formula for cement component : Star Rate Rs. 6,379.00 / MT (without GST)

$$V5 = C0 (CI1 - CI0) / CI0 \times T$$

V5 = Amount of price escalation in Rs. to be allowed for cement component.

C0 = Basic rate of cement in Rs. per metric tonne as considered for working out the value of P.

CI1 = Average cement index for O.P.C. cement published in the Economic Advisors Web Site for the quarter under consideration.

CI0 = Average of cement index for O.P.C. published in the Economic Advisors Web Site for the preceding the month in which the last date prescribed for receipt of tender, falls.

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

5. Formula for H.Y.S.D. and mild Steel Component/ Tor Steel component : Star Rate Rs. 64,518.46 / MT (without GST)

$$V5 = S0 (SI1 - SI0) / SI0 \times T$$

V5 = Amount of price escalation in Rs. to be allowed for HYSD / Mild Steel component.

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

S0 = Basic rate of HYSD / Mild Steel in Rs. per metric tonne as considered for working out the value of P.

SI1 = Average steel index as per published in the Economic Advisors Web Site during the quarter under for the quarter under consideration.

SI0 = Average steel index as per published in the Economic Advisors Web Site for the preceding the month in which the last date prescribed for receipt of tender, falls.

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

(B) The following conditions shall prevail:

- i) The Operative Period of the contract shall mean the period. Commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed for the completion of the work specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer-in-charge under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer-in-charge as regards the Operative Period of the contract shall be final and binding on the contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L1, M1, C1, P1, B1, S/1, and C/1 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 and C form but shall Not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this Clause.
- iii) Price Variation under this Clause shall Not be payable for the extra items required to be executed during the 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 subject 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 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 clause 38 and specials conditions of contract clause 65 of condition of contract prevails..
- iv) This clause i.e. 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.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

- v) To the extent that full compensation for any rise or fall in costs to the Contractor is Not entirely covered by the provision of this or other Clauses in the Contract, the unit rate and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.
- vi) ~~(Quarter under consideration means a period of three calendar months starting from January i.e January to March, April to June, July to September and October to December.~~

34. Co-ordination with other contractors:

The contractor should Note that there will be other agencies including KIDC, working in the same area for works other than that included in this contract. The contractor shall co-operate with these agencies to the fullest extent and shall allow them reasonable facility and co-ordination for execution of work, simultaneously and satisfactorily as intended in the contract conditions, specifications and drawings.

Should there be a dispute or disagreement between the contractor and other agencies for any cause whatsoever, the same shall be referred to the Engineer-in-charge whose decision regarding Co-ordination and facilities to be provided by all the contractors to others shall be final and binding on all parties and such decision shall Not vitiate any contract or absolve the contractor of his responsibility under the contract, and shall Not form ground for any claim or compensation.

35. Undertaking under Contract Labour Act:

The contractor shall furnish the undertaking towards implementation of Contract Labour Act as given in Appendix - 'F'.

36. Photographs of the Works:

The contractor will Not be allowed to take photographs showing field work or the general location of the work. The Engineer, may however, at his discretion, allow a few construction photographs to be taken for the purpose of the contractor's record. Prior approval of the Engineer-in-charge should be obtained in such cases and also in case such photographs are to be exhibited in public literature and calendars. etc., in all such cases, negatives of the photos shall be submitted to the Engineer, after taking approved No of copies and the negative will become the absolute property of the KIDC.

37. Fencing, Lighting and Ventilation:

- a) The Contractor shall be responsible for the proper lighting, fencing, guarding and necessary health and safety measures while executing all works under this contract and for proper provision of temporary roadways, guards, footways, fences, caution Notices etc., as far as the same may be rendered necessary by reasons of the work, for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and of the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precaution.
- b) Maintenance of Services- After all the work under this contract is completed and accepted as such, in case the Engineer-in-charge so directs, the contractor shall maintain the lighting, ventilation, communication facilities etc. upto a date determined by the Engineer-in-charge,

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

but Not longer than for a period of twelve months. All reasonable charges for such maintenance otherwise Not required by the Contractor for his purposes under the contract will be borne by KIDC. As regards the reasonableness of such charges, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

38. Maintenance of Services:

After all the work under this contract is completed and accepted as such in case the Engineer-in-charge so directs, the contractor shall maintain the lighting, ventilation communication facilities etc. up to a date determined by the Engineer-in-charge, but not longer than for a period of twelve months. All reasonable charges for such maintenance otherwise not required by the Contractor. As regards the reasonableness of such charges, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

39. Liability for accidents to persons:

It shall be contractor's responsibility to protect against accidents on the work site. He shall indemnify the KIDC against any claims for damage to the property, injury to workers or any other persons including KIDC staff working at the site of work, deaths etc.

On the occurrence of an accident resulting in death or which is so serious as to be likely to result in death, the contractor shall within 24 hours, report in writing to the Engineer-in-charge, the facts stating clearly about the circumstances in which accident has occurred and the subsequent action taken. Other minor accidents causing minor injuries and loss to property should be communicated in writing, promptly to the Engineer-in-charge. In all cases the contractor shall indemnify the KIDC against all losses or a damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any, payable by the Government as a consequence of failure to give Notice under the Workmen's Compensation Act or failure to confirm to the provisions of the said Act in regard to such accidents.

In the event of accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII, of 1923 including all subsequent modifications thereof, Engineer-in-charge may retain the sums of money as may in the opinion of Engineer-in-charge be sufficient to meet such liability out of the amounts payable to the contractor. These sums shall be recovered from the immediate payment due to the contractor in one installment or in more than one installment. The decision of the Engineer-in-charge regarding this shall be final and binding on the contractor. On receipt of award from the Labour Commissioner, the balance amount shall be reimbursed to or recovered from the contractor. It should be Noted that though the KIDC is a Principal employer, the complete responsibility of compensation shall be on the contractor.

40. The contractor to supply and be responsible for the sufficiency of the means employed:

The Contractor shall supply & take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools, implements and generally of all the means irrespective of whether such means may or may Not have been approved of or recommended by the Engineer-in-charge and the Contractor must accept all risks of

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

accidents or damages from whatever cause they may arise, until the completion of this contract.

41. Covering of work:

The Contractor shall give Not less than five days' notice in writing to the Engineer-in-charge of the work which is proposed to be covered up or plakh ed beyond the reach of measurements so that the measurements may be taken before the work is covered up or plakh ed beyond the reach of measurements. No work shall be covered up or plakh ed beyond the reach of measurements, before ensuring that the measurements of work to be covered up are recorded. Any work covered up or plakh ed beyond the reach of measurements without such Notice having been given or consent obtained the same shall be uncovered at the Contractor's expenses and in default thereof No payment or allowances shall be made for such work or for materials with which the same was executed.

42. Quantities of work:

The quantities of work under the various items in the Schedule "B" Part I Schedule of Quantities and Bid Rates as estimated by the Corporation ; have been provided as could be reasonably anticipated and should be taken as indicative only. The amount of work will depend upon the actual conditions that will be encountered in the construction and the results of detailed designs which will continue to be refined as more field data and information comes to hand. If the work is started by the corporation, the quantities put to tender shall be reduce to the extent the work is done by Corporation upto the date of starting the work by the contractor. No claims due to reduction in quantity on this account will be entertained.

43. Accuracy of lines, levels and Grades Setting Out:

- a) The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the positions, levels, dimension, alignment of all parts of the work and for the provisions of all necessary instruments, appliances and labour in connection with this.
- b) For the purpose of setting out, one temporary / permanent bench mark shall be established by the KIDC near the site, the value of which shall be given to the contractor, by the Engineer-in-charge. All the setting out shall be with reference to this bench mark and reference line.
- c) If at any time during the progress of works the error shall appear or arise in the position, level, dimension or alignment of any part of the work, the contractor shall rectify such error to the satisfaction of Engineer-in-charge without any extra cost to the KIDC.
- d) The periodical checking of these by KIDC staff shall Not absolve the contractor of his responsibility regarding accuracy as contractor is also responsible to see that the things proceed in such a manner so as to give desired ends product. In case of deviation, the contractor shall make good to the discrepancy at his own cost and without any compensation for the additional work involved. Wherever such discrepancies, if any, are found to arise between the works of different contractors at the junction of their works the relative liability to set right their respective discrepancies shall be fixed by the Engineer-in-charge, whose decision shall be final and binding on the contractors concerned. The Engineer -in-charge shall further have the unquestioned right to rectify the discrepancies

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

and recover the costs from the contractor or contractors according to proportions as he may consider reasonable.

- e) It is the responsibility of contractor to preserve the benchmark and the reference points established for setting out.

44. Excavated Material:

All the materials available from excavation will be the property of KIDC and shall be disposed off only as directed by the Engineer-in-charge. The materials of approved quality available from the excavation including that carried out by the KIDC may be used by the contractor in the items of works included in Schedule 'B' or for ancillary or preparatory work free of cost. However, the contractor has to pay Royalty charges to Revenue dept. as per prevailing Government orders. Prior approval of Engineer-in-charge for such use shall, however, be taken. The contractor shall make proper arrangement for sorting out and stacking material of approved quality that he proposes to use as aforesaid. KIDC will be free to make use other materials Not required or Not likely to be required for use by the contractor as will be determined by the Engineer-in-charge.

The excavated material Not to be used by the contractor as above or stacked for his use, but remaining unused at site after completion of works, shall be disposed off by the contractor at his own cost in a manner and at place shown in the drawing or as and where the Engineer-in-charge may direct. The contractor should utilise material available from excavated stuff for backfilling.

45. Safety Measures:

The contractor shall arrange for utmost safety in his operations. In case the contractor fails to make requisite arrangements the Engineer-in-charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor. The following are some of the measures listed, but the same are Not exhaustive and the contractor shall add to and suggest these precautions on his own where necessary and should comply with the directions issued by the Engineer-in-charge in this behalf from time to time and at all times.

Providing protective head guard to workers in the works like deep excavation, underground works etc. to protect them against fall of overburden materials.

Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in fine dust.

Taking such Normal precaution like fencing and lighting to excavations or trenches, Not allowing, nails or metal parts or useless timber spread around, marking danger area for blasting, whistles etc.

Providing sufficient suitable and safe accesses to all work spots including ladders, gangways, platforms, etc. avoiding naked wires etc. such would electrocute the workers. Taking necessary steps towards training the workers concerned on the use of machinery before they are allowed to handle them independently and taking all necessary precautions in and around areas where machines, hoists and similar units are working.

KONKAN IRRIGATION DEVELOPMENT CORPORATION

- 46. Maintenance during defect liability period:** After the works are completed in all respects in accordance with the contract conditions a completion certificate will be issued by the Engineer-in-charge. From the date of issue of the completion certificate, till the expiry of period of defect liability, the Contractor shall be liable for the replacement of any part of work found to be defective from the causes arising from faulty materials or workmanship or other causes, the Contractor is responsible.
- 47. Sundays and Holidays:**
No work shall be done on weekly, local holidays or on other Government holidays duly gazetted or on holidays observed by local usage without the prior sanction of the Engineer-in-charge. Withholding of such sanction shall Not form any grounds for compensation or extension of time limit. If on the other hand, the Engineer-in-charge directs that the work shall be proceeded with on days and during hours otherwise Not permissible under this contract, the contractor shall proceed with the works as directed, without, in any way violating this contract or forming any grounds for compensation or claim. The Contractor shall, in his dealing with labour at all times during the period of this contract, have due regard to local festivals, religious and other customs.
- 48. Bank Guarantee, Renewal & Encashment:**
Bank guarantee shall be given on the stamp paper of Rs.500/- in the form prescribed by the KIDC. The bank guarantee shall be valid for the entire period of contract plus extension of work period. In case the contract period is extended it will be the responsibility of the contractor to get validity of Bank Guarantee extended in view of extension proposed, without which extension will Not be granted. The Engineer-in-charge of the KIDC reserves the right to encash the bank guarantee in the event of breach of any of the term and condition of the contract and failure to perform as per contract. The Executive Engineer is empowered to approach the Bank for encashment and may take recourse to approach Reserve Bank of India's Vigilance Branch and 'Ombudsman' as found necessary.
- 49. Handing over of work:**
All the work and materials, before finally taken over by KIDC will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will Not alter this position. The handing over by the contractor and taking over by the Executive Engineer or his authorized representative will be always in writing of which copies will go to the Executive Engineer or his authorized representative and the contractor. It is however, understood that before taking over such work, KIDC will Not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere or as mutually agreed to
- 50. Instrumentation:**
In case, it is proposed to have any instrumentation in work, the instruments and their accessories will be procured and installed by the KIDC as per programme framed by the Engineer-in-charge. Care should be taken by the Contractor to protect these instruments as well as their connections during various construction operations. The contractor shall also extend all facilities for installation and observation of these instruments. All the operations required for facilitating the installation of the instruments shall stand included in the relevant

KONKAN IRRIGATION DEVELOPMENT CORPORATION

items of tender. No claim, however shall be entertained due to any delay or obstruction that might be created due to installation or observation.

- 51. Inspection of Works:** The Engineer or his duly authorized representative shall have at all times full power to inspect the work whenever in progress either on the site, in the contractor's premises or the work site. Further, contractor shall Not without written authorization, permit entry on site of work of any person except authorized representative of the KIDC or the Engineer or the contractor's staff and labour directly engaged on and in connection with the work.

The contractor shall, at his cost, provide all necessary facilities for proper inspection and supervision of the work, gangways, platforms, scaffolding and ladders, etc., of suitable dimensions and sufficiently strong at appropriate locations and all accesses to passages etc. shall be well lighted and maintained in good order. The Engineer's decision about the sufficiency and adequacy thereof shall be final.

The contractor shall, during working hours, maintain supervisor of sufficient training and experience to supervise various items and operations of the work and the said supervisors shall remain present during inspections of the Engineer. All orders and directions given to such supervisors or other staff of the contractor shall be deemed to have been given to the contractor directly. Further the Engineer may, by due Notice to the contractor, to be present on any specified inspection and the contractor shall comply with such directions.

- 52. Opening out works for Inspection:**

Should the Engineer-in-charge consider, if necessary in order to satisfy himself as to the quality of work the contractor shall at any time during the continuance of the contract pull down or cut into any part of the work and make such openings into and to such an extent through the same as the Engineer-in-charge may direct and the contractor shall make good the same at his cost and to the satisfaction of the Engineer-in-charge.

- 53. Removal of imperfect work and / or payment at reduced rates:**

If it shall appear that the work has been executed with unsound, imperfect or of an inferior quality or otherwise Not in accordance with the contract Documents the contractor shall at his own cost rectify, reform, remove or reconstruct the same, wherein whole or in part as may be, directed by the Engineer-in-charge, whether or Not, the value of any such work or material shall have been included in any payment made to the contractor. The decision of the Engineer-in-charge shall be final and binding on the contractor. The Executive Engineer may, if he thinks fit, allow such work to be paid at reduced rates approved by the Superintending Engineer whose decision will be final and binding, provided further that the rates fixed by the Superintending Engineer, be Not acceptable to the contractor, he shall have the option to replakh e the defective work or materials with ones in accordance with the specified standards.

- 54. JURISDICTION OF COURT FOR DISPUTES:**

Disputes if any, arising out of his contract shall be subject to the jurisdiction of the High Court of Bombay.

55 ~~MODE OF PAYMENT OF THE QUANTITIES OF PIPELINE, VALVES & HYDRAULIC TESTING ITEMS EXECUTED IN EXCESS OF 125%:~~

~~1) In case of items of Polyethelene pipes, if quantity of any invidual diameter exceeds 125% of tender quantity. But if the total quantity of all diameters of Polyethelene pipes is not exceeding 125% of total tendered quantity of all diameters of Polyethelene pipes then the quantity exceeding 125% of individual item will be paid by tendered rate. No any prior approval is necessary.~~

~~But if the total quantity of all diameters of Polyethelene pipes is exceeding 125% of total tender quantity of all diameters of Polyethelene pipes then clause 38 of the tender will be applicable. And then the quantity more than 125% shall be executed only after sanction of competent authority.~~

~~2) In case of items of valves, if quantity of any invidual diameter exceeds 125% of tender quantity. But if the total tender quantity of all diameters of valves is not exceeding 125% of total tender quantity of all diameters of valves then the quantity exceeding 125% of individual item will be paid by tendered rate. No any prior approval is necessary.~~

~~But if the total quantity of all diameters of valves is exceeding 125% of total tender quantity of all diameters of valves then clause 38 of the tender will be applicable. And then the quantity more than 125% shall be executed only after sanction of competent authority.~~

~~3) In case of items of Hydraulic testing of pipe line, if quantity of any invidual diameter exceeds 125% of tender quantity. But if the total quantity of all diameters of Hydraulic testing of pipe line is not exceeding 125% of total tender quantity of all diameters of Hydraulic testing of pipe line then the quantity exceeding 125% of individual item will be paid by tendered rate. No any prior approval is necessary.~~

~~But if the total quantities of all items of Hydraulic testing of pipe line is exceeding 125% of total quantity of all items of Hydraulic testing of pipe line then clause 38 of the tender will be applicable. And then the quantity more than 125% shall be executed only after sanction of competent authority.~~

56 ~~MODE OF PAYMENT OF THE QUANTITIES OF EXCAVATION, MASONRY AND CONCRETE ITEMS EXECUTED IN EXCESS OF 125% :~~

Clause No. 38 of B-1 Tender Form pertains to payment of quantities of different items of Schedule 'B' in excess of 125% of the tendered quantities. It is to be clarified that in the case of items of excavation in soft strata and hard strata, in the present tender, this

KONKAN IRRIGATION DEVELOPMENT CORPORATION

clause will become applicable only if the total tender quantity of excavation in soft and hard strata (Total of all excavation items in Schedule-B) together exceeds by 125% during execution. For payment of quantity executed in excess of 125% of total quantity of excavation following procedure will apply:

Case 1 : Where quantity of excavation executed, exceeds 125% of total of

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

Case 2 : Where total quantity of excavation executed for both tems (excavation in soft strata and hard strata) exceeds 125% of the total tendered quantity of items of excavation, quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of

Executed quantity of individual item of excavation

Total executed quantity of items of excavation in soft strata and hard strata

and will be paid by revising the rate of individual item, subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tendered quantity.

In case of executed quantity is less than 75% of the total quantity of excavation in soft strata and hard strata, these will be treated on similar lines as in case (1) and (2) above.

Case 3 : Where total quantity of all concrete items taken together exceeds 125% of the total tendered quantities of all concrete items, quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of

Executed quantity of individual item of concrete

Total executed quantity of all concrete items taken together

and will be paid by revising the rates of individual item, subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tendered quantity.

In case of executed quantity is less than 75% of the total quantity of all concrete items taken together, these will be treated on similar lines as in case (1) and (2) above.

- 57.** The contractor shall make arrangements to supply fuel for domestic use to all the labours engaged on site and prevent the labours from cutting trees for the purpose of fuel. If the contractor's labour found to cut the trees the contractor shall be held responsible for the same and shall be punished as per the provision in Forest Conservation Act, 1980.

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

58. Royalty Charges

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

1. The royalty charges are to be paid by the Contractor to the Revenue authorities. This is the prime responsibility of Contractor as per Tender Cl. No.36
2. Amount as stated in clause 36 of the contract shall be withheld by KIDC / Government for the purpose of payment towards royalty charges. This amount shall be released to the contractor subject to the following conditions.
 - a) Contractor shall submit proof of the payment of the royalty charges to the concerned Revenue Authorities acceptable to the Engineer-in-charge.
 - b) The total amount that can be released shall be limited to the actual payment made as mentioned in the condition (a).
 - c) If the actual royalty charges are less than the amount withheld, remaining amount shall be released by the KIDC / Government.
 - d) If the actual royalty charges are more than the amount withheld, the contractor shall pay the excess amount to the concerned Revenue Authority without any burden on the KIDC / Government.
 - e) The contractor shall indemnify KIDC / Government towards payment of the royalty charges.

59. Excavation by Controlled Blasting and Chiselling:

Excavation by Controlled Blasting and breaker is to be done as per specification.

60. Shifting of electric line :

In case shifting of electric line is necessary, Engineer-in-charge will initiate the proposals to concerned authorities. It will be the responsibility of contractor to make good for early clearance of the proposal so that there should Not be any delay in completion of the work. Contractor should pay the required cost of shifting these lines to the concerned authorities. The same will be reimbursed to the contractor by KIDC as per availability of funds.

61 Defects Liability Period :-

Within a period of defect(s) liability period" shall mean period for 12 months from the date of issue of completion certificate by Engineer-in-charge. If any repair due to defect in construction, the same will be carried out by the contractor at his own cost. The Security Deposit amount is only payable after completion of this period.

62. No Claims for Delay in Payments :

- 1) Payment will be made to the contractor as per availability of funds with KIDC . Contractor shall have to make himself well informed about the financial status of KIDC and also about funds availability status for this work.
- 2) Contractor shall Not claim any amount in view of condition No. 1 above for any delay in payments, increase in period of contract, interest, price index increase etc. Measurements shall be recorded in the same month when works are carried out. Contractor shall Not claim any price escalation based on basis of date of payment of the bill & price index on the date of measurement shall only be applicable irrespective of date of payment.

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

- 3) In case of financial crisis of any other reasons KIDC reserves the right to withdraw above works under contract clause No. 15.

63. Quality Assurance and Testing

63.1 Specification

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

In Additional to field test carried out by contractor in his laboratory, surprise test will be carried out by Q.C.C. wing as directed by Engineer-in-charge and as per Q.C.C. direction for which charges will be borned by contractor. The materials, mixes and any other arrangements, including labourers, shall be supplied by the contractor to the KIDC at contractor's cost. The samples for testing shall be taken in the presence of Engineer-in-Charge or his representative present on site.

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

63.2 Mode of Payment of quality control test

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

- a) Contractor will have to conduct all required tests as per specification and directions of Engineer-in-Charge and quality control and vigilance organization of Govt.
- b) Contractor have to pay test charges to quality control labs.
- c) Reimbursement for payment done by the contractor for quality control tests is applicable only for the tests carried out in Govt. of Maharashtra W.R.D. labs.
- d) Contractor will have to produce the proof of payment made by him to quality control labs of W.R.D. for reimbursement

64. Insurance Charges:-

- 1) Insurance charges are to be paid by the contractor to the "Director of Insurance Maharashtra State, Mumbai"
- 2) Insurance amount will be released to contractor as per conditions mentioned below.
 - a) The contractor shall submit proof of Insurance Policies to the Engineer-In- Charge.
 - b) After verification of record submitted by the Contractor, the total amount that can be released shall be limited to the actual payment made as mentioned in condition(a).
 - c) If contractor does not produce insurance certificate then at the payment of 1st R.A. Bill the required of amount Insurance premium will be deducted. Deduction of insurance premium shall not relieve contractors responsibility to take insurance policy. Contractor shall be responsible for any mishap related to work.

65. Labour welfare cess

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

The amount of labour welfare cess at the rate of 1% will be recovered from contractor through every Running / final bill as per directions given by the Govt. of Maharashtra vide Marathi Resolution No. 'UDHYOG, URJA VA KAMGAR VIBHAG SHASHAN NIRNAY KRAMANK B. C. A. 2009 / PRA. KRA. 108 / KAMGAR 7A , DINANK-17 JUNE 2010"

- 66. ~~Restrictions on execution of work under clause 38 of conditions of contract.~~ Clause 38 of B-1 tender will be operated as per KIDC. Marathi Circular No. Nivida / 0812 / (420 / 2012) Mo.Pra. 1, Mantralay, Mumbai 400032 Dinank-11 /10 /2012 .**

67. Quality and Material:

The quality of workmanship produces by skilled knowledge and experienced workmen, mechanics and artists is; required for the work. Particular attention shall be given to the appearance and finish of exposed work. The decision of the Engineer with regard to the quality and adequacy of workmanship shall be final and binding on the Contractor.

All materials and equipment incorporated in the work shall be new .Equipment not covered by detailed suitable for the purchase intended and approved by the required quality and fitness of all materials and equipments.

The equipment to be supplied under this contract will be only from the Contractor documents or laid down specification shall be rejected immediately and removed forthwith from the site of work by the Contractor at his cost

If it shall appear that the work has been executed with unsound ,imperfect or of an inferior quality or otherwise not in accordance with the Contract documents ,or of an inferior quality, the Contractor shall at his own cost rectify, reform, remove or Engineer, whether or not the value of any such work of material shall have been included in any payment made to the Contractor. The decision of the Executive Engineer may if he thinks fit, allow such work to be paid at reduced rates and his decision, will be final and binding, provided further that the rules fixed by the Engineer, be not acceptable to the Contractor, he shall have the opinion to replace the defective or materials with ones in accordance with the specified standard.

In the event of an emergency where in the judgment of the Engineer delay would cause serious loss or damage. Repairs or adjustment may be made by the Engineer or a third party chosen by engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor or by the surety in the event such action is taken by the Engineer the Contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall solve the Contractors liability under the terms and conditions of the contract.

The cost of any special or general overhaul rendered necessary during the operation period vide section 38 of Vol. II due to defects in the plant or defective work carried out by the Contractor shall be borne by the contractor.

In the case of these defective parts which are not repairing at site but are operation at the

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

equipment the contractor and the Engineer shall mutually agree to a programme of replacement or renewal which will minimize extent in the operation of the equipment .Decision of the Engineer in this respect shall be final At the end of the guarantee period ,the Contractors liability ceases except for latent defects in respect of goods supplied by sub- contractor. Where a longer guarantee (more than 24 months)is provided by the sub-contractors, the Corporation shall be entitled to the benefit of such longer guarantee.

67.1 Concreting for structures

- 1) Contractor shall not be allowed to use ordinary concrete mixer and volumetric batching of materials for concrete shall not be permitted.
- 2) Contractor shall be permitted to hire ready mix concrete plant for procuring concrete of required mix . Contractor have to take prior permission for use of RMC. plant from Engineer-in -charge and shall have to execute, triparty agreement between Engineer -in charge contractor & owner of RMC plant for Quality Control of RMC mix
- 3) Vibrator having 3000 RPM with 60/40/25 mm diameter needle.

67.2 Concreting & Formwork

- 1) Suspended type centering by providing holes at the top of pier & abutment & inserting steel girder for support shall not be permitted.
- 2) Centering with steel trussels or telescopic props for supporting deck slab and steel plates of minimum 1.65 mm (16 guage) thickness or high density plywood of suitable thickness comforting to IS : 4975 for supporting deck slab shall be permitted.
- 3) Formwork for piers & abutment shall be provided with high density plywood of suitable thickness supported with steel angle / plates for a height of 2.40 mt single lift of pier & abutment,. This formwork shall be supported with proper support system for maintaining its vertically or required slope.

67.3 Design Approval –

Design for concreting of and formwork & centering systems with material being used for it , shall be got approved in advance from Engineer-in- charge,

67.4. Mix Design for concrete

Contractor shall produce required material in suitable batches in advance as per work programme and obtain realistic concrete Mix Design from State Quality Control laboratory .

- 67.5** Testing of materials shall de done from State Quality Control & Third party Quality Control agencies laboratory where facility for testing of particular material is not available at State Quality Control laboratory , testing shall be done at the laboratory recommended by Engineer in charge.

- 67.6** Crushed sand (manufactured by VSI type crusher) can be used with prior permission of Engineer-in-charge. Proportion of crush sand shall be decided by the trials of mix design conducted in quality control labs of W.R.D. only.

68 PAYMENT OF SERVICE TAX :-

Currently the corporation is exempted from tax liability of service tax on cost of works of canal and dam. However in future owing to change in the service taxation policy, any liability

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

arising there of shall be the liability of contractor and dues in any will be recovered from the payable amount under the contract and same shall be agreed by responsibility of the contractor.

69. NO CLAIMS FOR DELAY IN PAYMENTS:

- 1) Payment will be made to the contractor as per availability of funds with KIDC Contractor shall have to make himself well informed about the financial status of KIDC and also about funds availability status for this work.
- 2) Contractor shall not claim any amount in view of condition No. 1 above for any delay in payments, increase in period of contract, interest, price index increase etc. Measurements shall be recorded in the same month when works are carried out. Contractor shall not claim any price escalation based on basis of date of payment of the bill & price index on the date of measurement shall only be applicable Irrespective of date of payment.
- 3) In case of financial crisis of any other reasons KIDC reserves the right to withdraw above works under contract clause No. 15.

70. INSURANCE CHARGES:-

Additional Condition regarding insurance charges as –

- 1) Insurance charges are to be paid by the contractor to the —Director of Insurance Maharashtra State, Mumbai before 1st R. A. Bill.
- 2) Insurance amount will be released to contractor as per conditions mentioned below
 - a) The contractor shall submit proof of Insurance Policies to the Engineer-In-Charge before 1st R. A. Bill..
 - b) After verification of record submitted by The Contractor, the total amount that can be released shall be limited to the actual payment made as mentioned in condition (a).
 - c) If the actual insurance charges claimed are less than the provision made in the estimate, the amount shall be paid as per actual.
 - d) If the actual insurance charges claimed is more than the provision made in the estimate, than the amount shall be paid limited to provision made in the estimate.

71. Test, Inspection And Rejection of Defective Materials And Works:

The Contractor shall without extra cost provide samples and co-operate in the testing of materials and inspection of work .The Engineer shall have access at all times to the places where components are being manufactured for use under the Contract, to determine that manufacturer is proceeding in accordance with drawing and specification and the Engineer shall also have access at all times to the place of storage.

Further, Contractor shall not without written authorization, permit on site of work of any person except authorized representative of the Corporation or the Engineer or the Contractors staff and labour directly engaged on and in connection with the work.

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

(FOR OFFICE USE ONLY)

B-I TENDER No. FOR THE YEAR 2023-24

KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE.**(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)****CHIEF ENGINEER, WATER RESOURCES DEPARTMENT KONKAN
REGION, MUMBAI****NORTH KONKAN IRRIGATION PROJECT CIRCLE,
KALWA, THANE.**

VOLUME-II SPECIFICATIONS

**NAME OF WORK: ESTIMATE OF PREPARATION OF LAND AQUISION
PROPOSALS WITH VALUATION OF BUILDINGS****EXECUTIVE ENGINEER,
PALGHAR IRRIGATION PROJECT CONSTRUCTION DIVISION,
SURYANAGAR, DAHANU- PALGHAR**

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Block contour survey of 10 m x 10 m grid (Not less than 121 raw data points distributed uniformly over a Hectare) for irrigation projects using digital state of art Total Station /DGPS, including transfer of entire data to computer system indifferent geo referential layer/ the misusing features of standard plotting Software's compatible with canal irrigation system design Software packages including contour plotting at specified interval and scale. The test print of the drawing shall be approved by Engineer-in-charge and the same shall be delivered in a CD format as well as hard copy in six numbers including one print on tracing paper, as directed.

5.2 Block contour survey of 10m x 10m grid using Total Station (Item No.SI 2A)

5.2.1 Description of Item

Block contour survey of 10m x 10m grid (Not less than 121 raw data points distributed uniformly over a Hectare) for irrigation projects using digital state of art Total Station, including transfer of entire data to computer system in different georeferential layer/themes using features of standard plotting Softwares compatible with canal irrigation system design Software packages including contour plotting at specified interval and scale. The test print of the drawing shall be approved by Engineer-in-charge and the same shall be delivered in a CD format as well as hard copy in six numbers including one print on tracing paper, as directed.

5.2.2 Scope of work

1. To fix of bench mark with double levelling by carrying the PBM from dam site to submergence area.
2. To fix and demarcate the grid of contour as specified in the area between FTL and TBL + 2.00 m height by chain and compass survey.
3. To take levels at every grid points specified interval on grid of submergence area. The interval should be reduced as per topographical requirement.
4. To prepare grid map of submergence area on separate sheet.
5. Standardized notations should be used on all drawings. These should be initially got approved from the Executive Engineer. The format for drawings (dimensions, lettering, lettering names plate etc.) should also be initially got approved from the Executive Engineer.
6. Though design details have been supplied or referred to the consultant will be responsible for design of a work able economic system. To achieve this he may propose change in the specifications to the Executive Engineer. After receiving approval any other details necessary may also be asked for the consultant, if asked will have to justify both technically and economically any the design and layout details suggested by him and if he is not able to do so, shall have to accept changes suggested.
7. Entire data should be transferred to computer system in different georeferential layer/ themes using features of standard plotting software's compatible with canal irrigation system design software packages including contour plotting at specified interval and scale.

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

8. The test print of the drawing shall be approved by Engineer-in-charge and the same shall be delivered in a CD format.

9. The circumstances arise which call for additions/ modification in the design criteria the department shall intimate the additions/modifications to the consultant. These additions/ modifications will have to be taken into account in all works undertaken under the contract after they are intimated.

10. The data to be presented by Consultant or Contractor should be in following format.

a) The consultant will have to submit the following document.

1. CD and Tracing of each map/ Hard disk (Polymer transparent tracing film) **1 No**

2. Computer print of each map **5 print each**

3. All the alternative survey **5 copies**

4. Reports **5 copies**

5. Field books **All**

6. Grid map of submergence area **5 copies with with 0.5 m interval Computerized**

For carrying out the above work expenses for the material, stationary, labour, technical staff survey instrument, transport charges, communication will be bearded by the consultant.

a) All the drawing, sketches, maps, plans to be finally submitted to the department should be drawn on polyester transparent tracing/film of approved quality as directed by the Executive Engineer. They should be drawn in permanent black ink. Lettering should be stencilled, unless otherwise specified and also inform of CD.

b) proper numbering system should be used. Each such tracing should be accompanied by one legible ammonia print taken from the tracing.

c) All data should be neatly typed on good quality paper. Five copies should be supplied.

5.2.3 Material Specifications

5.2.3.1. Instruments

Total Station:-Confirming to ISO : 17123-5 : 2018 (en) with all attachments. Lightweight, compact and streamlined Total Station- Total station which Combines surveying, imaging and high-speed 3D scanning, Scanning speeds of up to 26,600 Hz at ranges up to 600 m and the smallest spot size - 14 mm at 100 m Steel Tapes :- Confirming to IS : 1270-1965 5.2.3.2. Stationery Tracing Film :- A0 Size Confirming to ISO : 5457 : 1980

5.2.3.3. Applicable IS Codes, ISO Codes

The manufacturing, testing, Field procedures for testing of instrument & surveying etc shall comply with all currently applicable statutes, regulations, standards and Codes. In particular, the following standards, unless otherwise specified herein, shall be referred. In all cases the latest revision of the

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

Codes shall be referred to. If requirements of this Specification conflict with the requirements of the standards/Codes, this Specification shall govern.

ISO 17123-5: 2018(en)	Optics and Optical Instruments - Field procedures for testing geodetic and surveying instruments - Part 5 Total Stations
IS : 1270- 1965	Metric Steel Tape Measure (winding Type)
IS : 5457-1980	Technical Product documentation – Sizes and layout of drawing sheets.

5.2.4 Sequence of Execution

- The T.B.M. is to be fixed in the field of submergence area on the top of concrete block C.C 1:2:4 of size 45x45x100 cm and embedded at centre.
- Any alternative survey carried by the consultant for deciding the economics should be submitted.
- Submergence area mark on village map with detail of apex and bench mark.
- The scale on grid sheet map shall be ten times that of horizontal scale.
- carrying out survey of submergence area with grid 10m x 10m as specified includes chaining compassing & levelling etc. complete.
- Plotting of above levels on village map & drawing the contour at 0.5 m interval. ☐ Supply of survey maps in the scale of 1:1000 & 1:4000 five copies each with one mounted copy and tracing of all maps should be supplied.
- Providing and fixing apex point by header stones of sizes 20 cm x 15 cm x 45cm which shall be fixed in hard murum after necessary excavation. At least three 299 references permanent in nature should be given for every open point. The reference permanent in nature should be given for every open point. The reference number shall be painted on top of header stone. The header stone shall project at least 10 cm above ground level. Location sketched of each apex point so established shall be prepared. The list of all such apex with their notation's locations with reference to boundary line of survey numbers shall be separately submitted.

5.2.4.1 Topographical Survey:

Establishment of Permanent Bench Mark:

- The irrigation department will furnish to be contractor details of GTS bench mark with this as datum, a network of benchmarks one for every field in submergence should be established by the consultant with double levelling. These bench marks should be suitably located on permanent holdings. The PBMs are required to be constructed. The B.M will be checked by Department simultaneously as far as possible but shall not be cause for lodging any claim if there is some delay on this account.
- The consultant shall have to establish the value of the P.B. Ms constructed by him from the bench mark value provided by Department. The values shall be established by double levelling and provided by checking with in the P.B.Ms. The permissible error shall not exceed the least count of the standard levelling staves. The work of establishing the values of the PBMs shall be carried out in advance of field work. In presence of representative of the Department not below the Cadre of Junior Engineer.

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

- A proper system shall be evolved for numbering the PBMs. A plan (to scale of 1:1000 or 1:5000) indicating location and levels of all PBMs in the submergence area be prepared and submitted to the Department for approval which will normally be accorded within about 15 days.
- The grid map of submergence area shall be given the location of PBM with its value written by oil paints.
- The PBMs shall be constructed by digging a pit the dimensions 450 mm x 450 mm x 1000 mm at a location which is not likely to be disturbed. ☐ The PBM should located at one corner of the field, which will not hamper during agricultural operation and shall be 1 number per 20 Ha area.
- The pit shall be refilled by concrete 1:2:4 and the concrete top shall be about 75 mm above the ground level. Total depth of concrete block shall be 100 cm.
- Adequate care shall be taken by the consultant for curing of the concrete laid for the PBM. The PBM shall be numbered in oil paints for its identification. ☐ The drawing for construction of PBM is attached. At least three permanent references in nature should be given to every BM so fixed.

5.2.4.2 Other Levels:

- Any other level of the existing bench mark will be supplied to the consultants by the department or are exhibited on drawing, pillars, etc. shall be checked by the consultant with reference to the PBMs mentioned above and any discrepancy shall be immediately brought to the notice of engineer-in-charge. His decision in this regard should be obtained in writing, before actual survey is commenced.

5.2.4.3 Survey:

- Submergence area survey be taken as the first activity of this work along with carrying out the GTS bench mark. The starting point shall be given by the department.
- The plan of submergence area shall be submitted for approval of Engineer-in-charge. He may suggest correction and modification as per requirement and necessary. Such correction and modification shall be incorporated in the map after necessary survey and final grid plan of submergence area shall be submitted after security acceptance and approval from the competent authority. The survey and planning of next work or its part shall be stated and completed as per above said manner.
- After establishing a network of PBMs the actual grid survey should be undertaken to obtain grid level as per specified interval with a properly located in identifiable base line, sharp, local variations should be started from PBM and shall have to be closed on PBM already fixed. Details of sketches for the survey work under all items shall be drawn in field books. So that identification of any detail seen the future if possible, to department. These field books shall be handed over to the department.

5.2.4.4 Survey Maps: -

- After the above survey works is completed, sets of survey maps will be prepared and submitted to a scale of 1:1000 indication the grid levels, and the contours at 1.50 m interval. The step should have sufficient overlap to enable simultaneous study of area covered in two or more maps. An additional map to scale 1:4000 as informed by Executive Engineer would also be supplied, indication all the area under the grid of submergence at suitable intervals as informed by the Executive Engineer.
- Copies of available maps will be supplied to the consultant by the department. Relevant information from these maps will be superimposed by the consultant on the maps prepared by him. Any major discrepancies between the village maps and actual conditions of site will be immediately brought to the notice of the Engineer-in-charge for his orders. The maps mentioned above will be submitted to the Executive Engineer along with original field books and levels book. They should not be used for further work till they are approved by department.

5.2.5 Mode of Measurement :-

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

a) For this purpose, all the surveyed will be considered for payment. This area should be between FTL to TBL + 2.00 m contours. This will be calculated as per length and width of grid for the component will be cross checked by graph.

b) The surveyed area will be measured as for side from maps so submit this area will be rechecked from revenue records. The minimum of the two will be taken as final area for payment. The area put to tender for survey is approximate. However, the area exceeding the tendered quantity shall not be surveyed without permission of the Engineer-in-charge. Measurement of Block contour survey is Per Ha.

5.2.6 Mode of Payment

The payment will be made on the hectar basis. The part payments shall be made as per table 1.

Table -1 Revised as per Govt. Lr. No. CDA/ 1285@163619235/86/CADA Irrigation Department Mantrayala Dt. 24/ 10/1986

Eligibility for payment

Consultant will be eligible for part payment on completion of different stages of work for different items as indicated below.

Stage of work	% Payment for which consultant will be eligible
For Item no 105-110	
A. Completion of survey and submission of drawing (i.e., village map etc.)	40%
B. Submission of computerised gridSurvey map with contours and computation of capacity table.	40%
C. After completion of above A & B	20%

(After three months of completion)

Providing & Supplying Junior Engineer, Auto Cad Operator, Surveyor, Valuation expert, Computer operator, Assistant & Semiskilled Mazdoor for taking measurments, photogaphs, video shooting, preparing estimate, drawing & valuation of buildings in acquired land of project,

No. of Corrections

Contractor

Executive Engineer,

KONKAN IRRIGATION DEVELOPMENT CORPORATION

including preparation of detailed plans, drawings, estimates, photographs & vedio shooting of each owner & his building details in 2 copies (hard & soft copies) with all types of compliance if required from the department etc complete.

Specification as per directed by Engineer-in-charge

Preperation of rehabilitation plan, proposal including all details and proper submission to commissioner office for approval (Families survey, PAP information, rehabilitation gavthan information, 18 civic amanities estimated cost, Sankalan register, alternet land information demarkated plans etc.

Specification as per directed by Engineer-in-charge