

TENDER DOCUMENT

Selection of contractor For setting up of weigh bridge at 3 different locations in Maharashtra

Tender No. Sai Pravara/Unity Orgo/ Ajinkya/PPP-IAD/Tender/2020-21/2

A project in joint Venture initiative of NAFED – MAHAFFPC

Sr No	Description	Information
1	Reference No of Tender	File No. Sai Pravara/Unity Orgo/ Ajinkya/PPP-IAD/Tender/2020-21/2/Document
2	Name of Work	Selection of contractor For setting up of weigh bridge at 3 different locations in Maharashtra
3	Locations	Table 1.1
4	Date of tender Start	25.02.2021 at 9.00 am
5	Last Date of Tender	27.02.2021 at 5.00 pm
	Pre-bid meeting	26.2.2021 at 11.00 am through online/physical mode
6	Date of tender opening – Technical Bid	27.02.2021 at 5.00 pm
7	Date of financial bid opening	27.02.2021 at 5.30 pm
8	Earnest money Deposit (EMD) DD or Cheque	Rs. 25,000.00 (Rs. Twenty-Five Thousand only) for bidder applying in part through Demand Draft/ NEFT/RTGS/Cheque drawn in favor of Respective Farmer Producers Companies Name (Refer Table 1.1) on any nationalized/ scheduled commercial bank payable at Pune be enclosed with technical bid.
9	Cost of tender document	Rs.1000.00 + GST one thousand plus GST
10	Contact Person	Refer Table 1.1
11	Address for Bid Submission	As per table 1.1
12	Validity	The bids submitted shall remain valid for a period of 60 days from the date of opening the technical bid.
13	Corrigendum	Corrigendum if any would be published only on www.mahaonion.org website
14	For any additional information contact to:	mahaonion@gmail.com

TENDER DOCUMENT

VOLUME-1

TECHNICAL BID

Selection of contractor For setting up of weigh bridge at 3 different locations in Maharashtra

Time of Completion

Sr. No.	Type of bid/component	Time of completion
1	Weigh bridge	10 days

Submitted By:

(Name of Bidder / Contract Company) -----

-

SIGNATURE OF CONTRACTOR

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VOLUME-2 1
PRICE BID - 1.....

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INTRODUCTION

Maharashtra being onion cultivation state in of country, majority of share is being supplied to nearly all states in country. To supply adequate material is respective state it is very important to procure adequate amount of onion in season at MSP and distribute it in off season from the storage location. Where the storage facilities plays an important role in during procurement season. However, the storage facilities available with NAFED are inadequate at this moment, therefore, the storage is done at different places in the vicinity of procurement location on lease. Further, the available storage facilities have very small capacity ranging from 25 to 100 MT, which is quite laborious task to NAFED and their procurement agencies after the season during distribution time. Therefore NAFED- MAHA-FPC- FPC's with assistance from Maharashtra State Govt, under its PPP-AID scheme have initiated a noble work of establishing big onion storage infrastructure of 1000 Mt each at nearly 6 locations at this moment. The every component of storage facility is designed with top class material in keeping in mind that the facility will run for long time.

The stake holders are their role -

NAFED - National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) was established on the auspicious day of Gandhi Jayanti on 2nd October 1958. NAFED is registered under the Multi State Co-operative Societies Act. NAFED was setup with the object to promote Co-operative marketing of agricultural produce to benefit the farmers. Agricultural farmers are the main members of NAFED, who have the authority to say in the form of members of the General Body in the working of NAFED. Also, NAFED is Major stake holder in the project and decision making.

MAHA-FPC - MAHA-FPC is a state Level Farmer Producer Company which is consortium of farmer producer companies registered under the Company Act 1956, established in the year 2014 by the farmer producer companies in the state of Maharashtra. It is only multi-commodity growers, for profit making association registered under the Company Act. The MAHA FPC working directly with Farmer producer companies to help mitigate the difficulty of farmers through Institutional Development services, capacity building services, system and process integration, technical training dissemination, financial intermediation, Market linkage development, policy advocacy and facilitating social security and economic development. Is a shareholder in project and will act as a Project Implementing Agency (PIA) in said project. Also, entitled to facilitate the work of tendering, awarding and supervising the project work. . Where the instructions will be delivered to FPC and contractor through MAHA-FPC with cognizance of NAFED.

MahaFPC is only facilitating this procedure for convenience of FPCs and participants. All work order and billing will happen in the name of respective FPC (refer table 1.1). If any legal dispute occurs, it will be entertained exclusively by respective FPCs and not by MahaFPC.

FPC's - The 6 well established former producer companies selected through well designed process by NAFED and MAHA-FPC after matching the stringent eligibility criteria. The selected FPC's are the root level companies who has provided the land for this project, along with contribution of 25% in their

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respective project. Therefore the project will be implemented under the strict supervision of FPC at project site. Being partner in project the work will be allotted to contractor under the name. The FPC's are entitled to follow the timely received instructions from MAHAFPC.

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VOLUME-1: TECHNICAL BID

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1. SCOPE OF WORK, IMPORTANT INSTRUCTIONS & QUALIFICATION CONDITIONS FOR SUBMISSION OF TENDER

A. WORK AND SITE

The work consists of turnkey work contract for civil work self-supporting/truce roofing system, onion storage box structure and weigh bridge by (FPC),

Table 1.1 – Cluster wise location of FPC Projects.

Sr No	District	FPC Name	Location	Contact person
1	Ahmednagar	Sai Pravara Shetakari Producer Company Limited	Kesapur, Tal: Rahata, Dist: Ahmednagar	Shri. Sunil Sable, Mob: 7709101180
2	Ahmednagar	Unity Orgo Farm Proucer Company Limited	Loni Vyankainath, Tal: Shrigonda, Dist: Ahmednagar	Shri. Purushhottam lagad, Mob: 9850941608
3	Osmanabad	Ajinkya Agro Producer Company Limited	Vashi, Tal: Vashi, Dist: Osmanabad	Shri. Bhagawat kawade, Mob: 9730635555

The tenderers are advised to inspect the site/ work before tendering the rates so that they may fully acquaint themselves with the nature of the work to be done, the means of communications and availability of materials and water required for the work.

The tenderer must complete the work in accordance with the specifications and to the entire satisfaction of the **Sai Pravara Shetakari Producer Company Limited/ Ajinkya Agro Producer Company Limited/ Unity Orgo Farm Producer Company Limited** within the specified period.

The drawings regarding this work are attached with tender document and clarifications can be dealt in the office of the **Sai Pravara Shetakari Producer Company Limited/ Ajinkya Agro Producer Company Limited/ Unity Orgo Farm Producer Company Limited**.

The prospective contractor in whose favor the tender would be awarded has to execute a separate and distinct agreement with the employer notwithstanding anything contained herein.

B. SCOPE OF WORK

The Scope of work consists of 50 MT capacity weigh bridge as per the Specifications and drawings given with the tender document.

Work includes civil foundation construction as per design, installation of weighing bridge in position at site of all structural sections of the required sizes, labour, materials and use

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of equipment required for all operations of fabrication, hoisting, erection, painting the steelwork and down take rain water pipes and satisfactory completion of the item of work. It shall remain fit for its operations till the official shelf life.

C. RATES

The tenderers should fill in the provided format and the *rates should be written in words as well as in figures.*

The contract shall be a Lump Sum rate contract based on capacity of the equipment depend upon the work to be bided of Covered Area. The Contractor shall be paid for the actual Covered Area or work done as measured at site, at *the rates finalized in the agreement* (to be signed during award of work). *Other areas if any shall not be counted as separate covered area, the rate shall include these works.*

That rates quoted shall include labour, materials, tools and plants, equipments, applications, transports, taxes, charges, levies, contractor's supervision, overheads, pollution, PF, ESI and other legislations and all charges necessary for the satisfactory completion of the work. *Rates for the work should include all such expenses.*

Rate in Rupees shall be quoted and the tender shall remain good and open for acceptance for a period of 60 days from the date of opening of tender.

The tenderer/contractor shall make his own arrangement in regard to *electricity and water supply* required for the execution of the works as well as for drinking water for his own people and he shall pay all charges in this connection and include in his rate an adequate amount to allow for these requirements.

The rates given by the tenderer/ contractor shall be for complete items of work covering all materials, labours, carriages, royalties, sovereign age, fees, rents, taxes wastage, tools, plants, equipment's, transports, temporary constructions, WCT (*Work Contract Tax*), *Labour Cess* and other taxes as applicable, overhead charges and profits as well as general liabilities, obligations and risks arising out of the conditions of the contract or carrying the work in parts or under/ across/ along drains, etc., complete and shall apply to all weather, heights, depths, leads and lifts , without any extra charge whatsoever.

D. ELIGIBILITY / QUALIFICATION CONDITIONS

- 1) Bidder/Contractor must have valid Registration for Good and service tax.
- 2) Bidder/Contractor must have Experience in civil construction, self-supported or truce roofing system and fabrication of steel structure work for onion storage boxes and weigh bridge installation in part or in whole. The value of similar completed work should be when bidding for single components the contract value of work should be minimum of 30 lakhs.

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List and Certificate of such work(s), should be submitted with the Tender in the format given below. employer may see these works, if required.

The tenders, which do not fulfill this requirement, may be rejected.

Table 1.2 – Details of work experience

Sl. No.	Detail of Work – Name and Address	Covered Area (sq. M)	Cost (Rs.)	Year of Completion
1				
2				
3				

E. SPECIFICATIONS TO BE FOLLOWED

All works executed or materials supplied under this contract unless otherwise specified in these specifications shall comply with the SPECIFICATIONS mentioned in Chapter-5 of this document in respect of civil works, piping and Electrical works. For the items not covered by above, latest C.P.W.D. Specifications and relevant ISI specifications shall be followed. These specifications, as they are applicable shall be deemed to be incorporated in this contract.

F. MATERIALS

Materials specified by the employer's from time to time and brought on site of work shall be got tested at the cost of the contractor and the material rejected shall be removed by the contractor within 24 hours, failing which the rejected material shall be removed by the employer's at the risk & cost of the contractor.

All materials supplied by the contractor and brought on the site shall be got tested frequently to check up to conform to the specifications. All tests as may be necessary shall be performed at the contractor's expenses and he shall make all necessary arrangements for conducting the tests in the approved laboratories or as directed by the employer.

G. TIME OF COMPLETION AND DEFECT LIABILITY PERIOD

All works, specified herein, shall be completed in all respects to the entire satisfaction of the employer and handed over to it or any person nominated by it to take within the period mentioned below from the date of letter for commencement of work.

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Sr. No.	Type of bid/component	Time of completion
1	Weigh bridge	10 days

The contractor's responsibility shall, however, not end till the maintenance period of 6 months from the date of completion is over. If any defect during this period is notified, he shall rectify the same, failing which the same shall be rectified at his risk & cost.

H. ACCEPTANCE OF TENDERS

The Contractor must sign all the pages of the tender document Volume-1 (Technical Bid) and Volume-2 (Price Bid) and submit the same to employer before due date of submission. Tenders should be properly packed, marked and sealed and submitted in originals with supporting documents. Tender shall be submitted in two separate sealed cover e.g. "Price Bid" & "Technical Bid".

The acceptance of tender shall rest with the employer, which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reasons thereto. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected. The employer also reserves the right of accepting the whole or any part of the tender and the Contractor shall be bound to perform the same at the quoted rates.

If the offers through bidding found to be over hiked or not fulfilling the mentioned conditions of the tender, then the option of *right of first offer to employer himself/herself* would be adopted for the part of work or more than 2 components of the project..

I. REJECTION OF TENDERS

The tenders received after due date of submission shall be rejected.

The contractor should fill in the rates in figures as well as in words. The tenders, which do not fulfill this requirement, are liable to be rejected.

No alterations be made by the Contractor in the notice to the tender, instructions to the contractors, the contract form, conditions of contract, the specifications or the quantities accompanying the same shall be recognized and if any such alterations are made or any special conditions are attached, the tender is liable to be rejected.

J. CHECK RATES AND FIGURES

If on checking and verification, differences are found between the rates given by the contractor in words and in figures or in the amounts worked out by him, the following procedure shall be followed.

- 1) Where there is a difference between the rate in figure and in words, the rate which corresponds to Total amount worked out by the contractor, shall be taken as correct.

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- 2) Where amount is not worked out by the or it does not correspond with the rate written either in figure or in words, then the rate quoted by the Contractor in words shall be taken as correct.
- 3) Where rate quoted by the Contractor in figure and in words tallies but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

K. COMPETENCE

If the tender is made by an individual, it shall be signed with his full name and his complete address, both present and permanent. If it is made by a firm, it shall be signed by a member of the firm who shall sign his own name and give the name and address of the each member of the firm and submit with the tender the power of attorney (Annexure III) authorizing him to do so on their behalf. Certified copy of the Registered Partnership Deed shall also be submitted along with the tender. In case the by its Managing Director duly authorized on their behalf and shall bear the official seal of the company. Tender is to be in a sealed cover.

L. RETENTION MONEY

Retention amount shall be calculated and deducted at the rate of 4 % (Four percent) on the bill amount and shall not carry any interest. The retention amount may be released (before defect liability period) by submitting Bank Guarantee by any Scheduled Bank in standard format. The contractor will furnish to the employer, the Bank Guarantee of for equal amount of any scheduled Bank which shall be released after the completion of defect liability period.

SIGNATORY OF CONTRACTOR

SIGNATORY OF EMPLOYER

DATE :

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2. SIGNING OF TENDERS:

- I. While submitting, each and every page of tender document and all enclosures attached by the tenderer along with the tender will have to be physically signed by the authorized person empowered to do so.
- II. Persons or persons signing the tender shall state the capacity he or they are signing the tender e.g. as a sole proprietor of a firm or authorized person to sign the tender along with the seal of the concern.
- III. In the case of partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract, including the Arbitration clause. The original or an attested copy of the partnership deed shall be furnished along with the tender.
- IV. In case of a limited company (i) the name of the Directors shall be mentioned and (ii) it shall be Certified that the persons signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the company shall be attached to the tender.
- V. The persons signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper "power of attorney" duly executed in his favour stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract including the Arbitration Clause.
- VI. If the person so signing the tender, fails to produce the said power of attorney, his tender shall be liable to summarily rejection without prejudice to any other right of the Employer under the law. The power of attorney should be signed by all the partners in case of partnership concern, by the proprietor in the case of proprietary concern and by the person who by his signature can bind, the company in the case of a limited company or a co-operative society. In the case of Hindu Undivided Family the power of attorney should be signed by the Karta who by his signature, can bind the firm.

1. EARNEST MONEY:

- I. Rs. 25,000.00 (Rs. Twenty-Five Thousand only) for bidder applying in part through Demand Draft/ NEFT/RTGS/Cheque drawn in favor of **Respective Farmer Producers Companies Name** (Refer Table 1.1) on any nationalized/ scheduled commercial bank payable at Pune be enclosed with technical bid. Same shall be submitted to this office by physically on or before 5.00 Hrs on 27/2/2021.
- II. The earnest money shall be liable to forfeiture if the tenderer, after submitting his tender, resiles from or modifies his offer and / or the terms and conditions thereof in any manner before its acceptance it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of the tenderer's failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the employer under the contract and law. The earnest money will

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be returned to all unsuccessful tenders, as soon as decision on tenders and award of contract to successful tenders is taken. No interest shall be payable on the amount of Earnest Money in any case.

2. SECURITY DEPOSIT:

The successful tenderer shall furnish, within a week of acceptance of his tender security deposit of 5% (five percent)(where 1 % of security deposit would be transfer to the account of respective FPC within 3 days of allotment of work and remaining 4 % would be hold from the bill amount of the contractor) failing which the contract shall be liable to be cancelled at his risk and cost and also subject to such other remedies as may be available to the employer under the terms of the contract. The security deposit shall be made (in the form of Demand Draft issued by any scheduled bank in favour of employer payable at their location. The earnest money deposit of the successful tenderer shall be adjusted against the security deposit. It is also made clear that no interest is payable on the amount of security deposit lying with central warehousing employer in any form under the contract. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

3. DOCUMENTS TO BE ATTACHED TO THE E-TENDER:

The tenderer should furnish the scanned copies of the following documents while submitting the bid

TECHNICAL BID.

"Technical Bid" containing the following papers to be considered for evaluation of technical bid to be furnished physically.

1. Certified copy of Partnership Deed / Article of Association / Memorandum of Association/Bye-laws etc. as applicable.
2. Certificate of Registration.
3. Authorization letter.

QUALIFICATION CONDITION -

A. Tenderer should have experience of handling duly obtained from Manufacturer / PSU /Govt. Dept. / Public Ltd, Company / Private Limited Company dealing in the field self-supported roofing system and structural steel work. Tenderer should have executed in any of the immediate preceding three years the work of value.

1. At least one contract of Rs.50.00 Lakh or 80% of the estimated value of the contract to be awarded, in one single contract for respective work

OR

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2. Two contracts 25 Lakh or 40% of the estimated value of the contract to be awarded, in different contracts.
 - B.** Experience certificate in the shall be produced from customers stating proof of satisfactory execution and completion of the contract[s] besides duly certifying nature, period of contract, and value of work handled.
 - C.** Tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking that an additional performance Guarantee in the form of Bank guarantee of 5% of the total contract value from nationalize or in other Public Sector Banks will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-I
 - D.** If the tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Employer till the satisfactory completion of the contract.

Note: The year for the purpose of experience will be taken as financial year [1st April to 31st March] excluding the financial year in which tender enquiry is floated.

1. Duly Audited Balance Sheet of preceding three financial year.
2. Duly Audited P & L Account of preceding three financial years.
[The Average Minimum Annual Turnover of preceding three financial years should not be less than 30% of the estimated annual value of the contract.]
3. Copy of PAN Card
4. Undertaking regarding submitting correct and true information [Appendix-IV]
5. Copy of GST Registration
6. 'Price Bid' in the enclosed schedule-1. – to be submitted in separate envelope in predefined format

4. SUBMISSION OF TENDER:-

- i. Tenderer shall submit their offer in given format can be available on www.mahaonion.org or before the scheduled date and time as mentioned above. No offer in online form will be accepted and any such offer, if received by employer will be out rightly rejected.
- ii. The bidder will have to submit tender cost and EMD by couriers or personally in the form of Demand Draft /Banker's Cheque / Pay order issued by any Scheduled Bank drawn in favour of respective employer payable at local branch as per the above along with bid document as details mentioned scheduled date and time. The tenderer must quote the rates both in figures and words for all items shown in Annexure -1.
- iii. If any variation is found in the rates quoted in figures and words, the lower of the two shall be taken as valid. The tender form shall be filled in by the tenderer neatly and accurately. Any erasure, interpolation or overwriting will render the tender invalid. However, alteration neatly carried out and duly attested over the full signature of the tenderer are permitted.

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- iv. Any false/ wrong information/ credentials submitted shall lead to the tenderers being blacklisted in NAFED / MAHAFFPC / MAHAONION and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

5. PRELIMINARY SCRUTINY OF BIDS

The Employer will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not following are grounds due to which a bid may be declared as unresponsive and will be ignored during the initial scrutiny:

- i. The bid is unsigned by signing authority
- ii. The bid is not legible;
- iii. Required EMD and cost of tender has not been received;
- iv. The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- v. The bidder has not quoted for all the items, as specified in Financial Bid.
- vi. The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

Only the bids which are matches requisite criteria shall be taken up for further evaluation.

FURTHER EVALUATION OF STAGE: I TECHNICAL BID

- a. Committee shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- b. Committee, if necessary, may ask the tenderer for any specific Information/ clarification relating to qualifying document/condition or cannot seek missing document. With respect to qualifying criteria, if information/document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same cannot be sought by the Committee from the tenderer.
- c. The required clarification and missing document (S) must be submitted in bidding document.
- d. Employer shall be well within it's rights to waive minor infirmity or nonconformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- e. The tenderer has the option to respond or not to respond to these queries.

OPENING OF TENDER:

The tenders would be opened physically in presence of bidder and evaluation committee on 27.02.2021 at 17.00 hrs at employers office or informed accordingly.

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Tenders of only those parties who, have experience as per qualification condition duly supported by the documentary evidence and submit papers for providing specified work of tender shall be considered qualified. Tenders not supported by this qualification will be summarily rejected. The decision relating to technical qualification of the parties will rest with the employer and would not be called into question. The date and time of opening of the "Price Bid" shall be informed to the technically qualified tenderers separately.

6. CORRUPT PRACTICES:

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the Employer shall (in addition to any criminal liability, which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to be rejected.

7. ACCEPTANCE OF TENDER:

The CEO/ director of employer for and on behalf of the employer, reserves the right to reject any or all the tenders without assigning any reasons thereof and does not bind itself to accept the lowest or any other tender. When a tender is accepted, the successful tenderer will be advised of the acceptance of his tender by letter or telegram, as formal "Acceptance of Tender". Where acceptance of tender will be forwarded to the contractor as soon as possible, but the telegram must be acted upon immediately. The successful tenderer should execute the agreement and take up the contract immediately and place manpower and handling equipment's within 48 Hours from the date of acceptance of tender by the Employer.

8. DISQUALIFICATION CONDITIONS

1. Tenderers who have been blacklisted or otherwise debarred by any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or a period of 5 years from date of blacklisting/debarment, whichever is earlier.
2. Any tenderer whose contract with any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of contract period at any point of time during last 3 years will be ineligible.
3. Tender whose EMD and/or SD has been forfeited any department of Central or State Government or any other Public Sector Undertaking, on serious / grave ground i.e. submission of false / forged / tempered / fabricated / manipulated documents / information at any occasion during last five years will be ineligible.
4. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

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FORM OF TENDER

The CEO / Director

Name of FPC -

Address of FPC - -----

Sub: Tender for the weigh bridge at 3 different locations in Maharashtra.

Dear Sir,

I/ We hereby tender for the execution of the work specified in the tender written memorandum within the time specified, at the rate specified therein on Lump Sum rate basis and in all respects in accordance with the specifications, drawings, designs, and the instructions supplied in writing and with such materials as are provided for and in all respect in accordance with such conditions so far as possible.

1. MEMORANDUM

GENERAL DESCRIPTION -

Completion of work for weighbridge construction and installation at 3 different locations in Maharashtra

TOTAL RETENTION MONEY-4 % of Contract Value.

BANK GUARANTEE - Amount equal to Retention Money to be submitted later.

PERIOD OF COMPLETION- 10 (forty) Clear Calendar days from the date of written order to commence the work.

2. I/We hereby distinctly and expressively declare and acknowledge that before the submission of my/our tender, have carefully followed the general Instructions and read detailed specifications and clearly understood all conditions of the contract.

I/We have seen the location where the said work is to be done and investigated the works required in regard to materials required so as to enable me/us to complete the work successfully, should this tender be accepted in whole or in part.

I/We hereby agree, to abide by and fulfil all the terms and conditions annexed hereto, to execute all the works referred to in the tender documents / Drawings / specifications

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upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered in future by the authority.

If I /We fail to commence the work by the specified date as per the Memorandum, I/We agree that my/our contract may be cancelled.

I /We fulfill to start the work, the retention money shall be kept by employer towards retention/security deposit which shall be calculated and deducted as per clauses of general directions subject to a maximum amount specified above. I / we agree to keep the offer open for 60 days from the date of opening of the tender.

I/We /am/ are ----- (position in the Company).
Yours faithfully,

Signature

In the capacity of _____ duly authorized to sign the
tender for and on behalf of M/s _____

WITNESS:

Address

Signature

Selection of contractor for setting up of weigh bridge at 3 different locations in Maharashtra

3. GENERAL

1. CONTRACT

The „*Contract*“ means the documents forming the tender and acceptance thereof and the formal agreement executed between employer and the Contractor, together with the documents referred to therein, including the conditions, specifications, designs, drawings and instructions issued from time to time by the Architect & employer , and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. MEANING OF WORDS

In the contract the following expressions shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them.

- 1 The,“*works or work*“ shall unless there be something, either in the subject or context repugnant to such work, shall be done and taken to mean and work by or by virtue of the contract contracted to be executed, whether temporary or permanent. And whether original, altered, substituted or additional as described therein or in the drawings, including all deviations as may be ordered from time to time by the employer.
- 2 The ‘*site*’ shall mean the land of the FPO selected by MAHAONION , as per Table 1.1, and or other places on, into or through which works, is to be executed under the contract, or any adjacent land, path or street, which may be allotted or used for the purpose of carrying out the contract.
- 3 The „*contractor*“ shall mean the or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or the successors or such firm or company and the permitted assignees of such individual or firm or company to which work is given for execution and signed the contract agreement with employer.
- 4 The „*FPC* or Employer shall mean the FPC its successors or assignees nominated by the FPC.
- 5 „*Project Engineer*“ shall mean the engineer or any representative of MAHONION for supervision of work.
- 6 The „*Architects/consultant*“ shall mean ARCHITECTS for this project, or their successors or assignees. Words imparting the singular number include the plural number and vice versa similarly words imparting masculine gender shall include feminine and vice versa.

3. COMPENSATION FOR DELAY / LIQUIDATED DAMAGES

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 first day on which the order

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to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the officer accepting the contract on behalf of the employer, (whose decision in writing shall be final), may decide on the amount of the estimated cost of the whole work as shown in the tender, for everyday that the work remains uncompleted or unfinished after the proper dates . And further to ensure good progress during the execution of the work, the Contractor shall be bound in all cases to complete the whole of the work within 40 days from the date of written order to commence the work. In the event of the Contractor failing to comply with this condition, he may be liable to pay as compensation of an amount equal to one percent, or such amount as the employer may decide for everyday that the due quantity of work remains incomplete. Provided that before taking action under this clause, the employer shall give a notice of 3 days in writing to the contractor and provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed value of security deposit of the estimated cost of the work as Shown in tender.

4. TERMINATION OF CONTRACT

The employer shall have the power, without prejudice to their right against the contractor in any respect of any delay of inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provision of this contract or otherwise whether the date for completion has or has not elapsed by the notice on writing to terminate the contract in any or the following cases.

- (i) If the contractor having been given a notice in writing (which notice under the hand of any one of them shall be conclusive evidence) to rectify by the employer, reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in any inefficient or otherwise improper or un-workman – like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the works so that either in judgement of the employer he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.
- (ii) If the contractor being a company shall pass resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or which entitles the court to make a winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of this contract.
- (iv) If the contractor commits any act mentioned in the Clause –19 hereof .

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- (v) When the contractor has made himself liable for action under any of the cases aforesaid, employer shall have powers to adopt any one or more of following courses as it may deem best suited to the interest of the employer and stake holders:
- a. To determine or rescind the contract as aforesaid of which termination or rescission notice in writing to the contractor under the hand of the employer shall be conclusive evidence. Upon such determination or rescission, the retention money as security deposit of the contractor shall stand forfeited and shall be absolutely at the disposal of the employer.
 - b. To employ labour and to supply materials to carry out the works or any part of the work or to employ another agency debiting the contractor with the cost of the labour and the price of the material (the certificate under the hand of the employer shall be final and conclusive against the contractor) and crediting him with the value of work done in all respects in the same manner at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the employer as to the value of the work done shall be final and conclusive against the contractor provided always that action under this sub- clause shall only be taken after giving seven days' notice in writing to the contractor. Provided also, that if the expenses incurred by the employer are less than the amount payable, to the contractor at his agreement rates, the difference shall not be paid to the contractor.
 - c. After giving notice to the contractor to measure up the sound work in quality and to take such part thereof as shall be unexecuted out of his hands and to give it to another agency to complete, in which case any expenses which may be incurred in the excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the employer and stake holders of it shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the employer under this contract or on any other account, whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the courses being adopted by the employer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the employer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entailed to be paid the value so certified.

5. CONTRACTOR LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN

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If any case in which any of the powers conferred upon the employer by Clause 4 thereof shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercised in the event of any further case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the employer putting in force all or any of the powers vested in it under three proceeding clause, the employer may if it so desires, after giving notice in writing to the contractor, take possession of all or any tools, plant, materials, and stores in or upon the works or the site thereof, paying or allowing for the same in account at the contract rates or in the case of these not being applicable at current market rates to be certified by the employer and stake holders whose certificate thereof shall be final. Otherwise the employer may give notice in writing to the contractor or his clerk of work, foreman or other authorized agent order him to remove such tools, plants ,materials or store 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 employer may remove at the contractor's expenses or sell them by auction or private sale on the account of the contractor and at his risk in all respects ,and the certificate of the employer as to the expense of any such removal and the amount of the proceeds and expenses of any sales shall be final and conclusive against the contractor.

6. CLAUSE – 6: TIME EXTENSION & PENALTY

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution of any other ground, he shall apply in writing to the employer within 3 (three) days of the date of hindrance on account of which he desires such extension as aforesaid, and the employer and their stake holders shall if in its opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time of any as may in its opinion be necessary or proper. No cost escalation shall be admissible for the extended period, if any.

If the date completion of work was delayed due to the lapses on behalf of contractor, he will be fine for 10000 rupees per day after end of the allotment period of completion.

7. CLAUSE - 7: FINAL CERTIFICATE

Within two days of the completion of the work, the contractor shall give notice of such completion to the FPC and within five days of the receipt of such notice the employer with architect/consultant shall inspect the work, and if there is no defect in the work shall furnish the contractor with certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and / or (a) for which payment will be made at reduced rates shall be issued but no certificate of completion provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed scaffolding, surplus materials, rubbish and all

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huts and sanitary arrangements required for their work. People on the site in connection with the execution of the works, as shall have been erected or constructed by the Contractor and cleaned of the dirt from all wood work, door window, walls floors or other part of building, in upon or about which the work is to be executed or of he may have had possession for the purpose of which the execution there of and not until the work shall have been measured by the employer or any of their stake holders. If the Contractor shall fail to comply with the requirement of this clause us to removal of scaffolding, surplus material and rubbish and all huts and sanitary arrangement as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the employer may at the risk & costs of the Contractor remove such scaffolding surplus material and the rubbish etc. and dispose of the same as they think fit and clean of such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE - 7 A

The splashes and droppings from white washing, colour washing, painting etc. on walls, floors, doors, windows etc. shall be removed and surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or promises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the Contractor fails to comply with the requirement of this clause. employer shall have the right to get this work done at the cost of the Contractor. Before taking such action the employer in concern with their stake holders shall give three days' notice in writing to the tenderer / Contractor.

CLAUSE - 7 B

The Contractor shall submit completion plan as required vide General Specifications for entire work as applicable within three days of the completion of the work.

8. PAYMENT ON INTERMEDIATE CERTIFICATES TO BE REGARDED AS ADVANCES

The final bill shall be submitted by the Contractor within three days of the date fixed for completion of the work or the date of the certificate of completion furnished by the Architect and payments shall be made within fifteen days of the certification of such bills by the Architect. The Contractor shall submit a list of disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 8A: OBJECTION TO MEASUREMENTS

Before taking any measurements of any work as has been referred to in Clause 6, 7 and 8 hereof, the Engineer or employer shall give reasonable notice to the Contractor. If the Contractor fails to attend at the time of measurements after such notice or fails to

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countersign or to record the difference within a three days from the date of measurements in the manner required by the engineer then and in any such event, the measurements taken by the engineer and employer's project engineer as the case may be shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same. A bill shall be submitted by the Contractor every week on or before the day fixed by the employer for all works executed in the previous week. If the Contractor does not submit the bill within the time fixed as aforesaid, in such cases delay in releasing payment may occurs and this cause is considered fault of contractor.

9. MATERIALS TO BE SUPPLIED

The contractor shall arrange at his own, all materials of required quality (as specified in schedule of quantity as per approved list of makes) and the required quantities at appropriate times.

10. SECURED ADVANCE

The Contractor on signing an indenture in the form to be specified by the Architect shall be entitled to be paid during the progress of the execution of the work up to 80 % of their original invoice value of the estimated cost of any material which are in the opinion of engineer and employer, nonperishable and are in accordance with contract, or and which have been brought on the site in connection therewith and are adequately stored and /or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works, when materials on account of which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract. However, secured advance would be applicable to the quantity of material which is liable to be incorporated in the work/s. The material against which secured advance has been made, shall not be removed from the site and will be treated property of employer

11. WORK TO BE DONE WITH GOOD WORKMANSHIP.

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner as per standard engineering practice and both as regard materials and otherwise in every respect in strict accordance with the specifications, quality and quantity.

The Contractor shall also confirm exactly, fully to the designs, drawings and instructions in writing relating to the work signed by the Architect in charge and lodged in his office for the purpose of inspection during office hours, and the Contractor shall be furnished free of charge, one copy of all such designs, drawings and instructions.

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12.ALTERATIONS IN SPECIFICATIONS & DESIGNS

The employer and their stake holders or his nominee shall have the power to make any alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that appear to him to be necessary during progress of the work and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Architect and employer and such alterations, omissions, additions or substitutions shall not invalidate contract and any altered or additional or substituted 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. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Architect and employer shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

CLAUSE-12(A): RATES OF ADDITIONAL/SUBSTITUTED ITEMS

In case of any item/items which have not been detailed either in drawings or in the body of the specifications of the contract documents and the employer desires for their execution along-With the normal work caused under this contract, the Contractor will be bound to carry out such work /works and the same will not be treated as extra item /items and will not be paid as per. Any refusal for carrying out such work/ works by the Contractor will be treated as breach of agreement and actions here on will be taken in accordance of Clause 4 of this agreement.

13.NO COMPENSATION FOR PART WORK

If at any time after the commencement of the work the employer shall, for reason whatsoever, not require the whole work thereof as specified in the tender to be carried out, the employer, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he has any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which shall involve curtailment of the work as originally contemplated nor shall he has any claim to compensation by reason of having purchased or procured materials with a view to the execution of the work of the performance of the contract. But the employer shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirements of the work and to pay to the contractor the actual cost thereof. In the event of this option not being exercised, the Contractor may submit to the employer

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within two weeks of the date of the order, closing down the work, a detailed statement of the loss that the estimates he will sustain by removing, selling, or otherwise disposing of the materials. The estimate will be forwarded to the employer who will decide what sum, if any, should, as matter of grace be paid to the Contractor to compensate him for the loss suffered by him, and the decision of employer shall be final and binding on the Contractor.

14. BAD AND UNSOUND WORK TO BE REMOVED

If it shall appear to the Architect and the employer, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contract for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the engineer / employer, specifying the work, materials or articles complained or not withstanding that the same may have been in advertently passed, certified and paid, for with rectify or removed and reconstruct the work so specified in whole or in part as the case may require or as the case may be, and remove the materials or articles specified and 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 employer in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimated cost of that particular work for every day not exceeding the ten days, while his failure to do so shall continue and in the case of any such failure the employer may rectify or remove and re-execute the work or remove or replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect of the Contractor.

15. WORKS TO BE OPEN TO INSPECTION

All works under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the engineer and employer and their stake holders shall be accessed at all times during the usual working hours, and at all other times, at which reasonable notice of intention of the employer or its nominee to visit the work shall have been given to the Contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

16. WORK NOT TO BE COVERED WITHOUT PERMISSION

The Contractor shall give minimum seven days' notice in writing to the employer before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same

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is covered up or placed beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement, any work without the consent in writing of the engineer and employer or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given and consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

17.CONTRACTOR LIABLE FOR IMPROPER WORK

If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building, road, fence, enclosure or grass land or cultivated ground continuously to the premises on which the work is being done or has been done or if any damage shall happen to the work due to any defect or shrinkage, or if any faults appear in it within six months after certificate, final or otherwise, of its completion as given by the Architect as aforesaid, the Contractor shall make the same good at his own expense, or in default, the employer may cause the same to be made good by other workmen and deduct the expense from any sums that may then or at any time thereafter, become due to the Contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof or in any other manner, legally permissible.

18.CONTRACTOR TO SUPPLY MATERIALS, TOOLS & PLANTS, LABOUR, SCAFFOLDINGS ETC.

The Contractor shall supply at his own cost all materials, labour, plants tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the employer as to any matter as to which he is entitled to require, together with carriage therefore, to add from the work. The contractor shall arrange material in advance so that work does not suffer due to non-availability of materials at particular time. In such cases, the use of *other grade material shall NOT be allowed*. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person, or which may with the consent of the contractor be paid to compromise any claim by any such person. employer shall provide only area /

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land for storage of materials. The safety, security and shelter for storage of men and materials is the sole responsibility of the prospective contractor.

19.WORK NOT TO BE SUBLET

The Contract shall not be assigned or sublet without the written approval of the employer and their stake holders. And if the Contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceeding or make any composition with his creditors, or attempt to do so, the employer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the employer and the same consequence shall ensure as if the contract had been rescinded under clause-4 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work, actually performed under the contract.

20.MINIMUM AGE OF WORKERS

The Contractor shall not for the execution of the work employ any labor under 18 years of age to fulfil the requirement of Indian Labour Act. For every breach of this convenient the Contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees, as the employer may fix and may recover such sum by deduction from any sums which may be due, or may at any time thereafter become due to the Contractor.

- (a) The Contractor shall pay to his laborers a minimum wage and shall supply every laborer employed by him with a wage card on which the rate of wages, the attendance and payments will be entered.
- (b) The Contractor, before he commences work shall display in a conspicuous place of the work a notice board giving the rates of wages which shall not be less than the minimum wages applicable.
- (c) Minimum wage here into above refer to Minimum wages prescribed under the Act.

21.PERIOD FOR WAGES

The Contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid or for deduction from wages as the case may be.

22.COMPLIANCE TO LEGISLATIONS

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948. (Regulations & Abolition Act, 1970, Building and Construction Workers (Regulations of Employment and Condition of Service) Act, 1996 and rules framed thereunder the other

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labour laws, affecting Contract labour that may be brought into force from time to time or applicable updated clause of above.

23.HEALTH AND SANITARY ARRANGEMENT

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the directions issued by the Health authorities from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor,

24.MATERNITY BENEFITS

As per Government Rules, applicable / enforce from time to time, at the cost of contractor however, in this case of project may not be applicable as the project period is 40 days.

25. HEALTH REGULATIONS TO BE STRICTLY FOLLOWED

- (a) In the event of the Contractor committing a default or breach of any of the Provisions of the local Administration's directions to Contractors for the protection of health and sanitary arrangements for the workers or furnishing any information or submitting or filling any statement under the provisions of the above directions which are materially incorrect, the Contractor shall, without prejudice to any other liability, pay to the employer a sum not exceeding Rs.500/- for every default or breach, and in the events of the contractor defaulting continuously in this respect, the penalty may be enhanced to 2 percent of the estimated cost of the work put to tender. The decision of the employer shall be final and binding on the Contractor.
- (b) should it appear to the employer that the Contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangements for work people employed by the contractor (herein referred to as the said directions) or complained by any worker about its availability, the employer shall have the power to give notice in writing to the contractor requiring that the said directions be complied with and the amenities prescribed therein be provided to the work- people within a reasonable time to be specified in the notice. If the contractor shall fail, within the period specified in the notice, to comply with the observe the said directions and to provide the amenities herein before mentioned at the cost of the contractor. The contractor shall erect, make and maintain at his expense and of approved standards, all necessary huts and sanitary arrangements required for his work-people on the site in connection with the execution of the works.
- (c) The Contractor shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four each per one hundred

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- of the total strength. Separate latrine and urinals being provided for women, if workers demands.
- (2) Water supply - The Contractor shall provide adequate supply of water for the use of laborer. The provisions shall not be less than 25 liters of pure and wholesome water per head- per day for drinking, bathing and washing purposes. Where pipe water supply is available, the supply shall be at stand post.
 - (3) Drainage - The Contractor shall provide efficient arrangements for drainage away sullage water so as to keep the premises neat and tidy.
 - (4) The Contractor shall make necessary arrangements for keeping the site area sufficiently lighted to avoid any accidents to the workers.
 - (5) Sanitation - the Contractor shall make necessary arrangements for conservancy and Sanitation in the premises according to the rules of the local public Health and Medical authorities if required and requested by labours.

26.SUM PAYBLE BY WAY OF COMPENSATION TO BE CONSIDERED AS RESONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the employer without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

27.CHANGES IN CONSTITUTION OF FIRMS

In case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the employer for its information.

28.SETTLEMENT OF DISPUTES BY ARBITRATION

If any dispute, question or controversy, the settlement of which is not herein specifically approved for, shall at any time arise between the employer and the Contractor relating to this contract or any clause or thing contained or the construction thereof or any matter connected with this contract, or the portion of the same or the rights or duties or liabilities of either party, then in every such case, the matter in dispute shall be referred to the arbitration of employer. The employer shall be the sole arbitrator. The provisions of applicable Indian Arbitration Act, as amended from time to time shall apply to such arbitration proceedings. Arbitration proceeding shall be held in Maharashtra and only Maharashtra courts will have the jurisdiction in the matter. It will not be open to the contractor to object to the appointment of such persons as Arbitrator on the ground that he has dealt with the matter in question in the course of his duties or has expressed views on all or any matter in dispute. Services under this contract shall not withstanding the existence of any such dispute/question or controversy, continue during the arbitration

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proceedings and no payment due to our payable by the employer to the Contractor or vice versa shall be withheld on account of such proceedings unless such payments are the direct subject of such arbitration proceedings. It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute and in the event of non-availability of specifications in C.P.W.D. relevant timely amended volume. If for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the total amount of all claims in dispute is Rs.75,000/- (Rupees Seventy Five Thousand Only) and above, the arbitrator shall give reasons for the award.

If the Contractor (s) do/ does not make any demand for arbitration in respect of any claim(s) in writing within 30 days of receiving the intimation from the employer, that the bill is ready for payment, the claims of the Contractor(s) will be deemed to have been waived and absolutely barred and the employer shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitrator may, from time to time with the consent of the parties, enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the applicable Arbitration Act, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under their clause.

29.ACTION WHERE NO SPECIFICATIONS GIVEN

All works shall be carried out in accordance with the detailed specifications of C.P.W.D. with applicable volume of it corrected up-to-date, ISI specifications and in the event of there being no detailed specifications for the same in both, the work shall be carried out in all respects in accordance with the instructions and requirements of the Architects or the employer.

30.ENCROACHMENTS TO BE REMOVED.

It shall be the responsibilities of the contractor to see that the construction site is not occupied by anybody unauthorized during construction and to hand over to the EMPLOYER vacant possession of complete site.

However, the employer may request the contractor through a notice to remove the illegal occupation any time on or before construction and delivery.

31.COMPENSATION TO WORKERS

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- (1) In every case in which by virtue of the provisions of Section (12) of the worker's compensation Act, 1923, the employer is obliged to pay compensation to a workman employed by the Contractor or by any subcontractor for him in the execution of the said work, the EMPLOYER will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of the employer under section 12, sub/ section (2) of the said Act, the EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited the Contractor to his credit under clause 1 of these conditions or from any other sum due to the Contractor under this contract or otherwise.
- (2) The EMPLOYER shall not be bounded to contest any claim made against it under section 12, subsection (1) of the said act except on the written request of the Contractor and upon his giving to the employer full security for all costs for which the employer might become liable in consequence of contesting the claim.

32.DEFECTS AFTER COMPLETION

Any defect, shrinkage, settlement or other faults which may appear. Within the "Defects Liability Period" stated in the Appendix hereto, in the opinion of the Architects or the EMPLOYER, from materials or workmanship, the same shall be, upon the directions in writing of the EMPLOYER and within such reasonable time as specified therein, amended and made good by the Contractor at his own cost. In case of default, the employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the/ recoverable from him by the employer or may be deducted by the employer from any money due or that may become due to the Contractor including security deposit/ retention money. If any defective work has been done or defective material has been supplied by any of the subcontractors employed on the works who has been approved by the employer, the contractor shall be liable to make good in the same manner as if such work or materials has been done or supplied by the Contractor and is subject to the provisions of this clause and scope of contract.

33.OTHER PERSONS ENGAGED BY EMPLOYER

The employer reserves the right to use the premise and any portion of the site for the execution of any work, not included in this contract which he may desire to be carried out by other agencies and the Contractor shall coordinated and provide reasonable facilities for the execution of the works but is not required to provide any plant or materials for the execution of such works except by special arrangement with the employer.

34.VARIATION IN PRICES/ WAGES

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The rates quoted are firm for the contract period and no escalation on cost materials and labour is admissible.

35.INSURANCE IN RESPECT OF DAMAGE TO PERSONS & PROPERTY

The Contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any nominated subcontractor employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damages caused to the building and works forming the subject of this contract by rains or other inclemency of weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.

The Contractor shall reimburse all damages of every sort mentioned in this clause, so as to delivery up to the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or the third parties in respect of the works or in consequence thereof and shall, at his own expense, arrange to effect and maintain, until the virtual completion of the contract with an approved office of a policy of insurance in the joint names of the EMPLOYER and the Contractor against such risks, and deposit such policy or policies with the EMPLOYER from time to time, during the currency of this contract. The Contractor shall similarly indemnify the employer against all claims which may be made upon the currency of this contract or at common law in respect of any employees of the Contractor or any subcontractor and shall at his own expense effect and maintain until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the EMPLOYER and the Contractor against such risks and deposits such policy or policies with the EMPLOYER from time to time during the currency of the contract.

The Contractor shall be responsible for anything, which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of an incident due to the negligent or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges arising out of any claim or proceedings, and also in respect of any award or compensation of damages arising therefrom.

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The EMPLOYER shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage from any sum or sums due or become due to the Contractor including the security deposit/retention money.

36.OPENING OF TENDER

No excuse on the part of the Contractor as regards to want of information or any particular point shall be entertained after the tender has been received. *No request of any change in rate after the opening of the tender shall be entertained.*

37.CANVASSING

Any canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Contractor who resort to canvassing shall be liable to rejection.

38.ACKNOWLEDGEMENT OF ACCEPTANCE

The Contractor whose tender is accepted shall within a three days of time from the date of receipt of such written order intimate to the EMPLOYER of his acknowledgement duly made on a non-judicial stamp paper of Rs.100/- only. Contractor's failure to furnish stamp paper within the stipulated shall give right to the EMPLOYER to revoke and acceptance of tender without any further notice to the Contractor.

39.MUNICIPAL /PANCAYAT BYELAWS

Any soil, filth and other matter of on offensive nature taken out of any trench, sewers, drains cess poll or other matter shall not be redeposited on the surface but shall at once be cleared free of charge to some pit or place to be provided by the Contractor as per the local municipal / panchayat bye-laws.

40.INCOME- TAX, WORKS CONTRACT TAX, LABOUR CESS AND SALES -TAX DEDUCTION ON WORKS CONTRACT

Income tax, Works Contract Tax, Labour Cess as applicable, under the income tax rules framed from time to time by the Government of India and sales tax on work contract at the prescribed rates, shall be recovered from each bill of the Contractor.

41. SIGNATURE OF CONTRACTOR

The Contractor will sign each and every page of the tender and submit complete tender without removing or adding any page thereto

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SIGNATORY OF CONTRACTOR

SIGNATORY OF EMPLOYER

DATE:

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4. SPECIAL CONDITIONS OF THE CONTRACT

1. APPLICATION OF LAW

The law of the place of the work shall govern the construction under this contract. The disputes shall be subject to Courts in Pune jurisdiction.

2. USE OF DOCUMENTS

None of the documents herein before mentioned shall be used by the Contractor for any purpose other than this contract.

3. TYPE OF CONTRACT

The contract shall be a Lump Sum % percent rate in plus or minus contract based on of Covered Area for roof and weight for fabricated work. The Contractor shall be paid for the actual Covered Area as measured at site, at the rates finalized in the agreement.

4. CONTRACT DRAWINGS

(i) In general the drawings shall be indicative of dimensions, position and type of Construction. The specifications shall indicate the quantities, methods and materials of construction.

Any work indicated on the drawings and not mentioned in the specification or vice versa, shall be finished as though fully set forth in both.

(ii) The Contractor's work shall not deviate from the drawings and the specifications. The employer's interpretation of these documents shall be final and without appeal.

(iii) Errors or inconsistencies discovered in the drawings and specifications shall be promptly brought to the attention of the employer and its stakeholders for interpretation or Correction. Local conditions, which may affect the work, shall likewise be brought to the notice of the FPC. If at any time, it is discovered that work being done is not in accordance with the drawings and specifications, the Contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time. The Contractor shall not carry on work except with the written intimation to the employer.

(iv) Dimensions and Drawings Figured dimensions on drawings shall supersede measurements by scale and drawing to a large scale shall take precedence over those to a smaller scale. The special dimensions or directions in the specifications shall supersede all else. The Contractor shall verify all dimensions at site. Matters not covered by the specifications given in this contract as a whole shall be covered by relevant C.P.W.D. specifications. For items of work not covered by C.P.W.D. specification, relevant I.S.I. specifications shall be followed. In case of items of work where no such

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specifications have been framed, the decision of the employer and its stake holders shall be final and binding on the Contractor and shall not be questioned. The different items of works included in the specifications shall be done at different height and depths above and below subsoil water level, on alignment straight or curved in plan or elevation and for any or all these different situations nothing extra over and above quoted amount shall be payable to the Contractor.

- (v) All drawings and specifications and copies thereof furnished by the employer are their property. They shall not be used on any other work.

5. CONTRACT SUM

The contract sum shall not be adjusted or altered in anyway whatsoever otherwise than in accordance with the clauses of these conditions. Any error, whether arithmetic or not, in computation of the contract sum shall be deemed to have been accepted by the Contractor hereto.

The Contractor sum shall be calculated by multiplying the Covered Area, by *the rates finalized in the agreement* (to be signed during award of work).

6. CONTRACT BILLS

The quality and quantity of the work included in the contract sum shall be deemed to be that which is put in the contract bills. The bills, unless otherwise expressly in the contract bills, stated in respect of any specified item shall be deemed to have been prepared in accordance with the principles of the standard method of measurement of building works last before issued by the central P.W.D. But same as aforesaid, nothing contained in the contract bills shall over-ride, modify or effect in any way whatsoever the application or interpretation of that which is contained in these conditions.

7. SCOPE AND INTENT

The general character and the scope of the work is illustrated and defined by the specifications and drawings attached herewith. If the Contractor shall find any discrepancy in or divergence between the drawings and/ or the contract bills he shall immediately give to the engineer and employer a written notice specifying the discrepancy or divergence and the Architect shall issue instructions in regard thereto and such instructions shall be binding on the Contractor.

8. FACILITIES AND CO-OPERATION

- (1) In the case of works indicated in the drawings but not included in the contract, the Contractor shall provide necessary facilities and cooperation to other Contractor or suppliers who may be appointed by the employer.

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- (2) The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work or other Construction without the consent of the employer.
2. The engineer and employer shall determine the lines and levels which may be required for the execution of the work and shall furnish to the Contractor by way of accurately dimensioned drawings such information as shall enable the Contractor to set out the work at ground level. The Contractor shall set out the level of the work and shall be responsible for the accuracy of the same. He shall provide all the instruments and attendance required by the engineer for checking the works. He shall entirely at his own costs, amend to the satisfaction of the engineers any error found at the stage which may arise through inaccurate setting.

9. TREASURES

Any treasures, coins or object of antique, which may be found at the site, shall be handed over to the employer and they will belong to it.

10. APPROVAL OF SAMPLES

The employer through engineers shall check and approve such samples with reasonable promptness only for conformity with the design concept of the project and for compliance with the information in the contract document. The work shall be in accordance with the approved samples.

11. APPROVED MAKES

All materials including cement and steel shall be as per "List of Approved Makes for Civil, Electrical items" mentioned in Tender Document. Other makes shall not be used without written permission of employer.

The engineer and employer may specify any particular brand, under which it is marked, or any material and the Contractor will have to use only that particular brand and nothing else. The plea of the Contractor that the material being used by him bears I.S.I certification and should, therefore, be approved for use, will not be accepted. He will have to use the particular brand so specified only.

12. PROGRESS CHART

The Contractor shall prepare progress charts and submit the same for approval of the employer and the Architect within 4 days of the award of the contract. The charts shall indicate the expected date of commencement and completion of each of the item of the work. The chart shall also indicate the scheduling of samples, shop drawings and approvals, and the same shall at all times be displayed in the site office.

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13. DISMISSAL

The Contractor shall on the request of the employer immediately dismiss from the works any person employed thereon by him who may in the opinion of the employer be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the employer.

14. CONTRACTOR'S FIELD ORGANISATION/ EQUIPMENT

The Contractor shall constantly keep on the work during its progress one or more whole-time qualified graduate Engineers separately for respective works, who will be responsible for carrying out the works to the true meaning of the drawings, specifications and schedule of the quantities. The Contractor shall also attend to the work almost once in a day and will watch the work during laying and making of roof and steel structural work. In case the Contractor goes out of station for more than a week, he will inform the employer.

14.1. MATERIALS & EQUIPMENT'S -

The Contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, tackles, plants, all transport for labour, materials and plant necessary for the proper carrying on, execution and completion of the work to the satisfaction of the employers Project Engineer & Architect.

14.2. WATCHMAN-

The Contractor shall make his own security arrangements to guard the materials and the portion of work under his control site at all times, at his own expenses.

14.3. STORAGE OF MATERIALS-

The Contractor shall provide, erect and maintain proper sheds for the storage and protection of the materials etc., and also for the execution of work which may be prepared in the site. Nothing shall be paid on materials which get spoiled due to improper store, rains, flooding, and any other act of the God and loss of materials due to theft or whatsoever reason.

14.4. SANITARY CONVENIENCES -

The Contractor shall provide and erect all necessary sanitary convenience for the site staff and the workmen, maintain it in a clean orderly way.

15. TAXES

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The Contractor shall add to the amount to this tender the amount of sales tax duty, including WCT, Labour Cess, sales tax on works or GST contract or any other tax for legally payable and it shall be assumed that his rates cover for all such taxes and duties and no claim on this account will be entertained.

16. WATER FOR CONSTRUCTION

Arrangement for supply of water required for construction, drinking and other for workers" usage- the Contractor shall make his own from the supply authority, by tankers / by boring tube well of adequate capacity.

17. ELECTRICITY FOR CONSTRUCTION

Electricity (MSEB Power supply) shall be provided at the panel point which is available at the site. The higher capacity power supply viz. 3 phase or more shall be arrange by contractor. The distribution and tapping up to usage point shall be done by the contractor. In case of power supply failure / excess load requirement, contractor shall make own arrangement of DG set of required capacity.

18. CLAIM FOR EXTRA CHARGES

When any instruction or decision given at site involves an extra or whereby the Contractor may plan to claim an extra amount it shall be the responsibility of the Contractor to inform the employer of the extra amount and obtain written authorisation from the employer before proceeding with the work involved if it is not part or linked with assigned work. Any modification carried out for expediting or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra charge. However, if such modification shall also involve an extra, the rate for such modification shall be settled in advance and written authorization be obtained by the contractor from the employer before proceeding with the work involved. If no such authorization in taken by the Contractor in writing from the employer, such modification shall not be accepted as the basis for extra charge.

19. GUARANTEE

To include Guarantee about works to be done by contractor.

- (1) The Contractor shall protect and preserve the materials from all damage or accident by providing any temporary roof, window and door coverings, boxing or other construction as required by the employer if any. The protection shall be provided for all material on the site.
- (2) The Contractor shall properly clean the work as work progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed.

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20. TOLERANCE

The Contractor shall exercise every care to ensure that all structural members are sufficient in plumb and true to dimensions called for on the drawings to receive prefabricated work etc. Any variations which may require rectification in the structural members or any involve remarking or replacing the finishing elements, shall be so modified and fabricated to fit into the openings or spaces, as called for on the drawings. In case of separate contract, the Contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which may have to be incurred for rectification or replacement as may be required by the employer for the proper installation of the finishing elements.

21. INSPECTION BY THE ARCHITECT/ EMPLOYER

The Contractor shall at all times provide every facility, assistance and opportunity for inspection of each and every work done by him to the Architect and employer and to all members of the employer and no obstruction, hindrance will be ever put by Contractor or his men. In day to day work the direction of the authorized person of the Employer (FPC) will only be followed.

SIGNATORY OF CONTRACTOR

SIGNATORY OF EMPLOYER

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5. SPECIFICATIONS TERMS AND CONDITIONS

1.

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2. SPECIFICATIONS FOR WEIGH BRIDGE

Weighbridge of capacity of 50 MT of 10 X 3 square meter size with required assembly, add ons, with stamping and civil work (foundation and cabin of 10 X 10 Sq. ft with finished form, including construction, plastering, door, window, roof, electrical connectivity and cement color painting) as given by employer.

SIGNATORY OF CONTRACTOR

SIGNATORY OF EMPLOYER

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6. FORMAT, ANNEXURES AND APPENDIX

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(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

AGREEMENT

FPC have agreed to award the contract

..... at, in response to the submission of sealed tender by me / us on to CEO / Director FPC, located at.....

I/We address of the contractor) am / are executing this Agreement on examined and understood the terms and conditions of the invitation of tender bearing No.

.....dated issued by the CEO/ director FPC for appointment contractor in respect of etc. and agree to abide by them.

I / We am / are willingly undertaking the said work consequent on the approval of the tender submitted by me /us to the CEO / Director of FPC, Pune the rates specified in the..... hereto which forms part of this agreement and as per terms and conditions of the tender.

I/We assure the said employer that I / We will undertake the said work to the best of my / our ability at all stages during of the contract. This agreement will remain in force for a period of Six Months with effect from Which is extendible by 6 (Six) months by the employer at its discretion on the same rates, terms and conditions.

Contractor

CAPACITY IN WHICH SIGNING

WITNESS.

- 1.
- 2.

FOR AND ON BEHALF OF THE EMPLOYER, (name of the FPC)

WITNESS:

- 1.
- 2.

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CHECK POINTS FOR PREPARATION OF BIDS BY THE BIDDERS

Sr No	Particulars	Yes / No	Remark
1	a) Have you enclosed bid Security for required amount. ? (b) Have you submitted bid security in the form of Bank Guarantee? (c) If yes, have you given validity of bank Guarantee as per Appendix I as per clause?		
2	a) Have you enclosed bid form? (b) Have you enclosed power of attorney Annexure III in favour of this Signatory?		
3	a) Have you enclosed certificate of Registration?		
4	Have you submitted certificates certifying that the bidders has not been blacklisted and banned or debarred?		
5	Have you submitted a certificate regarding average annual turnover duly certified by a Chartered Accountant?		
6	Have you submitted copies of audited financial statement for the past three years?		
7	Have you submitted rates in the rate bid schedule?		
8	a) Have you confirmed that you agree with all terms & conditions of the bid documents? (b) Have you kept validity of the offer as per bid Documents?		
9	a) Have you confirmed payment terms, if no, have you given alternative payment terms, if it is allowed in the bid document?		
10	Have you submitted the certificate of inemployer, if the bid is a company registered under Companies Act?		
11	Work Experience Certificate		

SIGNATURE OF TENDERER

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ANNEXURE - I

Format of Net Worth

The net worth of Mr. / Mrs. M/sfor last Financial Year is.
Rs.....lakhs as per his / her / their books of
Accounts.

Note: Net worth means sum total of paid up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surplus.

Signature of Chartered Accountant

Name

Membership No.

Seal

COMPLIANCE TO BID REQUIREMENT

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirement / terms and conditions of the tender document and subsequent addendum/ corrigendum [if any], issued by respective FPC, without any deviation / exception / comments / assumptions.

We also confirm that we have quoted the rates without any condition and deviation. The tender has been submitted along with the required documents and same have been uploaded under digital signature of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the tender document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the tender document and for all the items.

Stamp and signature of the bidder

Name of the bidder

Note: To be stamped and signed by the authorized signatory who is signing the bid and submitted along with the technical bid.

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp act. The stamp paper to be in the name of the firm / company who is issuing the Power of Attorney]

We, M/s [Name of the firm / company with address of the Registered Office] here by constitute, appoint and authorize Mr. / Ms [Name and residential address] who is presently with us and holding the position of

..... and whose signature is given below as our attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work

..... [Name of work], including signing and submission of application / tender/ proposal, participating in the meetings, responding to queries submission of information / documents and generally to represent us in all the dealing with employer or any other Government

Agency or any person, in connection with the works until culmination of the process of bidding, till the contract agreement entered into with employer and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

[In tenders in the case of Consortium / Joint Venture] Our firm is a Member / Lead Member of Consortium of And

Dated this the Day of 20

[Signature and name of authorized signatory being given Power of Attorney]

.....

[Signature and name in block letter of Proprietor / All the Partners of the firm / Authorized Signatory for the Company) (Strike out whichever is not applicable]

Seal of the Proprietorship firm / Partnership firm / Company

Witness 1: Name

Witness 2: Name

Address:-

Address:-

Occupation -

Occupation -

Occupation:

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APPENDIX-I

UNDERTAKING

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender

Document and subsequent addendum / corrigendum (if any), issued by respective FPC (refer Table 1.1), without any deviation / exception / comments / assumptions.

We hereby confirm to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of 5% of the total contract value from SBI Bank or its Associate Bank or in any other Public Sector Banks, if selected as L-1 bidder.

Stamp and signature of the bidder: _____

Name of the bidder : _____

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APPENDIX - II

PROFORMA OF WORK EXPERIENCE CERTIFICATE TO BE PRODUCED BY THE TENDERER

Sr. No	Name of the Client / Customer	Nature of the work / contract executed	Contract period	Volume of work handled Sqm.	Total value of work / contract executed	Remark
1						
2						
3						
4						
5						

Signature of tenderer

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APPENDIX-III

UNDERTAKING

I/WE _____ have submitted true and correct information and if qualified/selected I/we will present all the original documents for verification and if it is found at any stage that the information submitted by me/us is false/forged/tampered, I/WE _____ shall be liable to terminated or debarred or both from future tender participation in -----employer.

Date: Signature of the tenderer

TENDER DOCUMENT

VOLUME - 2

PRICE BID 1

(To be filled by the bidder)

To,

The Chief Executive Officer / Director,
Name of FPC –
Address –

Subject - Selection of contractor For Turnkey or part Work of setting up of onion storage shed with Self-Supported Roofing System having Steel Structured Onion Storage Box and weigh bridge at ----- (refer table no 1.1) in Maharashtra

Name of Work: Setting up of Weigh Bridge in the project establishment

Our Rate for the for-weigh bridge defined in the scope of work in Technical bid document Volume-1, is as Follows

Sr. NO.	Item	Quantity	Rate	Unit	Amount
A	End to end Assembly of weighing bridge	1	5,00,000.00	1	500000.00
B	Weighing bridge platform of welded structure, minimum 10 mm thickness having size of 9 X3 sq.mt area double coated with zinc chromate base red oxide and painted by black colour with yellow strips.it should have free floating mounting assembly				
C	Double ended sheer beam type, of IP 68 standards compatible with capable of calibrating same weight at all corners				
D	Intelligent terminal indicators having additional facility of email and SMS reports with extra jumbo display of 2x3 inch.				
E	Civil work (Foundations, Cabin (10 X10 sq. ft bricks cement plastered with coated galvanised iron sheets on the top), earthing pits, ramps and piping as per the drawings).				
F	Crane for unloading the platform and erecting the same on the Foundations				
G	Printer (80 column dot matrix or similar configurations)				
H	Transportations				
I	Government stamping/Calibration Certificate				

J	Civil work (foundation plus cabin)	As per design			200000.00
				Total	700000.00
				GST 18 %	126000.00
				Total	826000.00

I/we hereby quote/tender for the execution for the CEO/director, Sai Pravara/ Unity Orgo/ Ajinkya FPC of the work specified in under Written memorandum at % Above/Below /

at par with estimated cost: _____ Final quoted cost: _____

In words: _____

Note: Rates are inclusive of all material tools plant, labor and transportation charges, including GST/Taxes.

Signature and Seal of the contractor

