

**MAHARASHTRA STATE WAREHOUSING CORPORATION**



**GOVERNMENT OF MAHARASHTRA UNDERTAKING**

583/B, Market Yard, Gultekadi, PUNE-411 037

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**B-1& B2 TENDER PAPERS**  
( e-tender )

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For the work of

**Construction Of 3007 sqmtr and 12.00 mtr height Pre Engineered Wh Bldg  
With Ancillary Works At Ambi , Tal. Mawal Dist. Pune**

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<b>Estimated Amount</b>	<b>:</b>	<b>Rs. 6,64,25,206/-</b>
<b>Security Deposit</b>	<b>:</b>	<b>Rs. 26,57,010/-</b>
<b>Earnest money Deposit</b>	<b>:</b>	<b>Rs. 1,50,000/-</b>

**Tender Notice No.27 /21-22**

**2021-2022**

# I N D E X

**NAME OF WORK:- Construction Of 3007 sqmtr and 12.00 mtr height  
Pre Engineered Wh Bldg With Ancillary Works At Ambi , Tal. Mawal  
Dist. Pune**

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## CHAPTER NO.1

### **D I S C L A I M E R**

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

**6. GST:- The rates to be quoted by the contractor must be inclusive of all taxes other than goods& service tax (GST) etc. No extra payment on this account will be made to the contractor by MSWC. Please note that contractor will bear all types of taxes excluding GST.**

**7. Registration for E- Tendering:-** For participating in the tenders, online vendor registration is mandatory. Online registration is already open on this site <http://mahatender.gov.in>.

The agency has to get registered online by uploading following documents/information.

- a. Registration certificate as Contractor.
- b. Permanent account number(PAN)
- c. Address proof , two photos, mobile number, and e-mail address of contact person.
- d. GST Registration certificate.

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## CHAPTER -2



**DETAILED TENDER NOTICE**  
**MAHARASHTRA STATE WAREHOUSING CORPORATION**  
**583/B, MARKET YARD, GULTEKDI, PUNE – 411037**  
**Phone: 020 –24206800/827/850, Web site: www.mswarehousing .com**

### **E-TENDER NOTICE 27 FOR 2021-2022**

(Electronic tendering system only)

**Sealed online Tender in B-1(Percentage Rate) & B2 (Item rate) for the following works are invited .Details are as below,**

S N	Name of Work	Cost put to tender in Rs.	Time limits in Months	Class of Contractor	E.M.D. in Rs.	Cost of tender form & GST 18 %
1	<b>Construction Of 3007 sqmtr and 12.00 mtr height Pre Engineered Wh Bldg With Ancillary Works At Ambi , Tal. Mawal Dist. Pune</b>	6,64,25,206 /-	10 Month	Appropriate Registration Class OR Unregistered Contractor, who fulfill the qualifying criteria only	1,50,000/-	3000/- (270/- + 270/-)

( Published in Sakal all edition and Business Standard , Pune on 11.02.22)

e- tender time table

1	Period of online sale of Tender Documents	Dt.11.02.22 to 07/03/2022 up to 14.00 hrs
2	Prebid Meeting	Dt.21.02..2022 @ 15.00 Hrs
3	Period of online submission of tender	Dt.07/03/2022 at 17.00 hrs
4	Date of online Tender Opening (T.B)	Dt.09/03/2022( if possible ) at 10.00 am
	Date of Visit for Geo tagging which is mandatory	Dt.23.02.22 to 02/03/2022 Working Days 11am to 17.30 pm.

#### **A. General Information for Contractor**

- i) Contractor has to comply requirements as mentioned in 2.6.1 of Technical bid ( Envelop 1 )**
- ii) Compulsory attach forwarding letter with address, Mobile Number & Email ID.
- iii) Copy of Tenderer's PAN Card.
- iv) Copy of Income tax Return for the last three Financial Years.
- v) Copy of valid Goods & Service Tax (GST) Registration Certificate.
- vi) Unit Translation No ( U T R ) mentioned along with slip or payment made by online (SBI Net banking only), obtained at the time of deposition of E M D & Tender fee.**

- vii) The tenderers should satisfy themselves before purchasing the tender online that they meet above qualifying criteria.
- viii) The tenderer shall upload the necessary documents (Scanned/PDF of Original/Attested copies of documents) in support for fulfillment of pre-qualifying criteria and other tender requirements.
- ix) The tenderers not fulfilling the criteria of submission of the technical bid documents as specified in tender will be disqualified. The online purchase of tender documents does not necessarily qualify the tenderers for acceptance of their bid.
- x) Registration for E-Tendering – For participating in the tenders, online vendor registration is mandatory. Online vendor registration is already open on this site "<http://mahatenders.gov.in>". The agency has to get registered online by uploading following documents / information.
  - a) Registration Certificate as Contractor
  - b) Permanent Account No(PAN)
  - c) Address proof & Name , address, two photos, mobile number & e-mail address of contact person.
  - d) GST Registration Certificate
- xi) Blank Tender Documents will neither be issued manually nor be sent by post or courier. Blank tender documents can be viewed and downloaded by registered intending tenderer online on website "<http://mahatenders.gov.in>" from above mentioned dates. The tender fee will be accepted by online(SBI Netbanking only) only, depositing the tender cost by cash at M S W C will not be allowed.
- xii) Additional Security Deposit (Performance Security) :If the tenderer has quoted the offer below the estimated rates put to tender, in case of percentage rates tender, or lower amount than the estimate cost put to tender, in case of Lump Sum tender, then the tenderer shall have to submit Additional Security Deposit (Performance Security) in the form of Demand Draft from Nationalized or Scheduled bank in favour of the Maharashtra State Warehousing Corporation, Pune-37
- xiii) The fee of the tender document will be non Refundable.
- xiv) If further information regarding the work can be obtained from the MSWC, Pune(Phone No.020 – 24206850/55/00/27)
- xv) Tenders (Technical Bid & Commercial Bid) duly filled in as per the procedure stipulated in the tender document and duly signed with digital signature will be received online up to above mentioned date. It is

advisable to submit the digitally signed tenders in advance of due date & time so as to avoid last minute trafficking at server. Technical Bid will be opened online on the date mentioned above.(if possible) After opening of Technical Bid and its scrutiny, the Commercial Bid submitted by the tenderers who have been qualified in Technical Bid will be opened on the same day( if possible) .The physically submitted offers will not be considered.

- xvi) Security Deposit to be submitted at the time of agreement is 2% of amount put to tender and balance 2% will be deducted from running bills in four installment .
- xvii) Earnest Money Deposit as mentioned above shall be accepted only in the form of online(SBI Netbanking only) are applicable & in any other form like cash or cheque or F.D.R. or D.D or RTGS/NEFT will not be accepted & any type of exemption is not applicable (EMD/SD etc.) to any type of agency.
- xviii) The amount of earnest money will be forfeited in case successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the General Manager ( Engg) and complete the contract documents.. Further it may be noted that lowest Agency who fail to execute agreement and to deposit S.D. will be black listed and debarred from participation in MSWC for future works for 1 years.
- xix) Examination of drawing and site conditions - The tenderer shall in his own interest carefully examine the drawing, conditions, of contract specifications etc. He shall also inspect the site and shall acquaint himself about the climate, physical and all other conditions prevailing at site, the nature, magnitude, special features, practicability of the works, all existing and required means of communications and access to site, availability of housing and other facilities, the availability of labour and material, labour camp site, stores and godowns etc. He shall obtain all necessary information as to the risks, contingencies and other circumstances which may effect and influence the tender. No claims on any of the above or any other factors will be entertained by the Maharashtra State Warehousing Corporation, should there be any discrepancy, doubt or obscurity as to the meaning of any of the tender documents, or as to the instructions to be observed by him. He shall set forth in writing such discrepancy or doubt or obscurity and submit the same to the General Manager (Engg). It is

reiterated that no extra will be paid for deviation in lead of materials taken in estimate and actually available during execution etc. No increase in rates than tender rates on any grounds will be entertained.

- xx) The machinery required for the work shall be owned/ hired by the contractor. For testing of cement concrete cube at site, agency has to provide cube Compression testing machine, auto level etc.
- xxi) The tender submitted by the tenderer shall remain valid for a period of 120 days from the date **opening of financial Bid**(Envelop No.2).
- xxii)The contractor whose tender is accepted is required to note that no foreign exchange will be released by the MSWC, Pune.
- xxiii)This notice inviting tender shall form part of the tender agreement.
- xxiv)** The right to reject any or all tenders without assigning any reasons what so ever is reserved by the Corporation.
- xxv) The rates quoted by the contractor shall be deemed to be **inclusive of all taxes other than Goods and Service Tax 2017** that the contractor will have to pay for performance of this contract. The rates quoted by the contractor shall be exclusive of Goods and Service Tax 2017 which shall be paid extra by the employer at prevailing rates. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
- xxvi) Clause 38 & Clause 54 of Price Variation not applicable.**
- xxvii) Joint venture and consortium is not allowed.
- xxviii) Contractor should study all the documents required for qualifying criteria and attach all required documents while submission of tender. No any documents will be accepted after the date of submission of tenders.
- xxix) Contractor should get documents carefully verified regarding bid capacity, turn over, work done certificate, work in hand, C.A. certificate with UDIN No. etc before uploading the documents for submission of tender.



- xxx) Regarding any queries, G.M.(Engg.) M.S.W.C. Pune should be communicated by email within 8 days of publishing of this tender notice. ( Email Id [gmengg@mswc.in](mailto:gmengg@mswc.in) )
- xxxii) The rates are inclusive of all taxes, except royalty charges and GST.
- xxxiii) Third party inspection of this work may be allotted to Government College of Engineering / appropriate Institute
- xxxiiii) Subletting of work is not allowed. The authorized representative of agency should be one of the partners/Directors of the firm or should be on the pay roll of the agency

## GEO - TAGGING

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

1. Each tenderer shall be required to inspect the work site, minor mineral area and other important work areas before submitting the tender.
2. Following work places are fixed for geo-tagging.
3. Maharashtra State Warehousing Corporation, Gat No.145, Ambi – Mangrul Road Maouje Ambi Tal.Maval Dist.Pune, Pin No.410507
4. The Geo-Tagging should be carried out by the bidder during period from 23-02-2022 to 02-02-2022 from (11.00 to 17.30 Hrs. on all days.)
5. Authorized representative of the Engineer in charge will be available at site for Geo-Tagging. Due to distance it will be good to inform concerned authority in advance to visit site **(Shri R.P.Adgale. Dy.Engineer, Pune Region 583 . B , Gultekadi Market Yard Pune - Mobile No. 7875553105 and office Land line No.020-24206852**
6. Since the Geo-Tagging is to be done by the bidder himself or by his authorized representative Authority letter in the prescribed format (format is given in **Statement** ) should be submitted by the bidder in the Drop box placed **at site** . It will be mandatory for the bidder or their authorized representative to mention the date and time of the visit on the authority letter before putting it in the drop box. Also, the bidder or his authorized representative should show his identity card at the place of visit to the representative of the competent authority inviting tender and submit its photo copy along with authority letter.
7. It is mandatory for the bidder to submit the above Geo-Tagging in Envelope No. 1 (Folder No .2), otherwise his tender will not be considered for further action.
8. If there is a lock down situation due to Covid 19 Pandemic disease during Geo-tagging period / site inspection period, the bidder shall have to travel with E-pass by following Govt. Rules and regulations.

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## 2.1 SCOPE OF WORK

The scope of work for Pre-Engineered steel building system for Warehouse is as follows.

- 1) Execution of Pre-Engineered steel building, supply and erection of the structural steel members, metal roof system, wall claddings above 3.00 mtr from plinth along with painting and accessories as required as per drawings and specifications for the completion of Pre-Engineered steel building as per Drawing ,Design criteria , mentioned in **chapter no.10**
- 2) Foundation of Pre-Engineered steel building i.e. Footing, Column, Beam etc as per site condition & as per schedule B & approved drawing by MSWC.
- 3) Execution of Civil work for foundation, B. B. masonry, with frame structure of R C C column, beam, flooring, filling in plinth and necessary electrification work.
- 4) Execution of ancillary works such as Road, Electrification, etc as per provision made in Schedule "B".
- 5) If required necessary soil test will be carried out by bidder for foundation design purpose. And for the same cost will be borne by bidder.

## 2.2 DEFINITION

Unless excluded by or repugnant to the context,

- (a) The expression “MSWC” as used in the tender papers shall mean Maharashtra State Warehousing Corporation”.
- (b) The expression “Engineer” or “Engineer In-Charge” as used in the tender papers shall mean the General Manager(Engg) in charge of the work for the time being.
- (c) The expression “contractor” used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorized to proceed with the work .the contractor shall /may be the individual or firm or company whether in corporate or not ,undertaking the work & shall include legal representative of such & individual or person comprising such firm or company as the case may be and permitted assign of such individual or firm or company.
- (d) “Drawings” shall mean the drawings refer to in the specifications & any modifications of such drawings approved in writing by Engineer & such other Drawing as may from time to time furnished or approved in writing by the Engineer in charge.
- (e) “Engineers representative” shall mean an assistant of the engineer notified in writing to the contractor by the Engineer.
- (f) The “site” shall mean the sands and/or other places , on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by MSWC or used for the purpose of contract .
- (g) The “Work” shall mean the works to be executed in the accordance with the contract or part (s) thereof as the case may be and shall include all extra additional , altered or substitute works as required for performance of the contract.
- (h) The “Accepting authority “ shall mean the officers competent to accept the tender. The “Accepting Authority “ shall mean the Chairman And managing Director, MSWC, Pune or General manager (Engg), MSWC, Pune.
- (i) The “Day “Shall mean a day of 24 hrs from midnight to midnight irrespective of the number of hrs worked in any day in that week.
- (j) ‘Urgent Works” shall mean any measure which in the opinion of the Engineer in Charge become necessary during the process of the work to obviate any risk or accident or failure or which become necessary for security of the work or presence working thereon.
- (k) The “C.S.D” shall mean Common Set of Deviations.
- (l) The “Govt.” shall mean Government of Maharashtra/India.

## 2.3 GENERAL

- a) **Time limit** : The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.
- b) **Tender Rate** : No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.
- c) **Tender Units** : The tenderers should particularly note the unit mentioned in the Schedule "B" on which the rates are based . No change in the units shall be allowed. In the case of difference between rates written in figures and words , the correct rate will be the one, which is lower of the two.
- d) The **Income Tax** the percentage rate is applicable as per prevailing rate or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
- e) It is binding on the Contractor to execute the agreement on non Judicial Stamp Paper purchased by him amounting to value applicable to tender cost.

## 2.4 EARNEST MONEY

- (1) Earnest money of **Rs. 1,50,000/-** in words (**Rupees One Lakh Fifty Thousand only**) shall be paid via online (**SBI Netbanking Only** ) payment gateway mode. The said amount of earnest money shall not carry any interest whatever.
- (2) Tender of those who do not deposit earnest money in above acceptable forms shall be summarily rejected. Earnest money in any other form of cash or Cheque will not be accepted.
- (3) The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.

In case of the successful tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the Government.

## **2.5 TENDERING PROCEDURE**

### **(2.5.1) Blank Tender Forms**

Tender Forms can be downloaded from the e-Tendering Portal of Maharashtra State Warehousing Corporation, Pune i.e.

[http://: www.mahatenders.gov.in](http://www.mahatenders.gov.in) after entering the details of payment towards tender fees including GST as per the **Tender Schedule**.

### **(2.5.2) Pre-Tender Conference**

(1) Contractor may raise any queries in the office of the **Maharashtra State Warehousing Corporation, Pune – 21.02.2022 at 15.00Hrs.** Pre-tender conference is open to all prospective tenderers who have downloaded tender form before the date of Pre-tender Conference, where prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions. The prospective tenderers is may also post their queries only using email / post query option for the tenderer.

(2) The prospective tenderers are free to ask for any additional information or clarification either in writing concerning the work, and the reply to the same shall be uploaded on the portal <http://: www.mahatenders.gov.in> and this clarification referred to as Common Set of Conditions/Deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any raised in writing and/or verbally by the contractor in pretender conference and not finding place in C.S.D. issued after the pre- bid conference, is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made thereafter with the contractor in this regard.

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

**MAHARASHTRASTATE WAREHOUSING CORPORATION**  
**583/8, GULTEKADI, MARKETYARD, PUNE -411 027**

**2.6 INSTRUCTIONS TO THE CONTRACTORS TENDERING**  
**FOR THE WORK / WORKS**

**2.6.1.** The contractor has to comply with the following requirements while submitting the as under:

**TECHNICAL BID [ENVELOP NO.1]:**

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

The First Online Envelope No.1 shall contain the **folder wise** following documents:

**(All copies thereof shall be scanned copy of Original Documents OR Attested documents)**

- Folder.1 Earnest money of **Rs.1,50,000/-** in words (**Rupees One Lakh Fifty Thousand only**) shall be paid via online using payment gateway mode. The scanned copies of as mentioned work payment made by **online(SBI Net banking only)** for the Earnest Money Deposit as well as payment made by **online (SBI Net banking only)** towards cost of tender document.
- Folder.2 Copy of **forwarding letter with address, Mobile Number, Email ID** & stating that tender offer is unconditional . **Geo Tagging documents and photos.**
- Folder.3 PAN Card, Goods & Service Tax (GST) Registration Certificate, Income tax Return for the last three Financial Year including 2020-21 .
- Folder.4 Scanned copy of original Registered Partnership Deed, Memorandum of Articles of Association, if the tenderer is a Partnership Firm, Joint Stock Company and Power of Attorney and Firm Registration Certificate if any.
- Folder.5 Scanned copy of self attested declaration on agency Letter Head in respect of genuineness of documents contained in Envelop No. I in the prescribed proforma provided with tender set.
- Folder.6 Work Done Certificate of Govt./semi Govt. sector & Private Sector Certificate issue by the Head of officer not below the rank of Executive Engineer / Architect should be provided & for private work contractor submit documentary evidence C.A. certificate of work done / work completed

Contractor

No. of Corrections

Executive Engineer

certificate i.e. scanned copy of agreement, bill copies of work done ,commencement certificate , Form 26 AS of Income Tax for private work, The similar type of building work of 100% amount of tender work of minimum 35.00 mtr width and minimum 8.00 mtr height of PEB structure including civil works shall be completed in last five years including year 2020-21.

**Folder.7** Maximum Annual financial turnover in any one of the last five years including 2020-21 shall be 75 % of annual cost of work.

Tender cost with GST

Annual Cost of work = -----  
Time Limit of work

**Folder.8** Executed in any one year of last five years, the minimum quantities of the following items of work as indicated in Appendix.

Sr. No.	Items	Quantity
1.	Pre engineered steel building	Min. 50% of Tender quantity in Square Meter of minimum width of 35.00 mtr and minimum 8.00 in height of PEB structure.
2.	Concrete work above M-15	Min. 50% of Tender quantity in Cubic Meter.

**Folder.9** The tenderer will be qualified only if their available bid capacity is more than the total estimated value of works for which he has offered his bid. The available bid capacity will be calculated as under.

**Assessed Available Bid Capacity = (A\*N\*1.5) - B**

A = **Maximum value** of annual financial turnover in the **last five years** including 2020-21 as certified by Chartered Accountant (with UDIN no.),

N = Number of years prescribed for completion of works for which bid are invited. (Time limit in months / 12)

B = Value at current financial year price level of existing commitments and ongoing work to be completed during the next 12 months.

**Note:** a) The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be submitted along with work orders.

b) If company/ firm is formed within last five years including 2020-21, it will be considered eligible if it fulfills tender criteria as above.



- Note:- 1) Contractor are advised to get documents carefully verified regarding bid capacity, turn over, work done certificate, work in hand, C.A. certificate with UDIN No. etc. before uploading the documents for submission of tender. During the scrutiny of technical bid if these documents found incomplete, these documents will not be accepted later and bid will be disqualified.
- 2) Third party inspection of this work may be allotted to Government College of Engineering / Govt. Institute.
- 3) **If the technical bid is not to the fulfillment of requirement of satisfaction of scrutinizing authority, then the envelop No.2 i.e. financial bid will not be opened i.e. it will be straight way rejected.**

#### **2.6.2.1 Disqualification**

Even though the Applicants meet the above criteria, they are subject to be disqualified and bidder will be blacklisted and their bid security will be forfeited, if they have:

- i. Made misleading or false representation in the form, statements submitted; and/or
- ii. Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor; consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non-performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners; and/or
- iii. Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer; and/or

Bidder or any of bidder's subcontractors / vendors / distributors / OEMs / brokers / importers / Joint Venture or Consortium Partners are/were not blacklisted or debarred or penalized or had adverse observation against them in the past for any of the items in part or whole by any local, state or central government institutes including Competition Commission of India (CCI) / Comptroller and Auditor General of India (CAG)/ Central Vigilance Commission (CVC) in entire India (in the past means since incorporation of the company).

#### **Geo Tagging :**

Contractor shall have to upload geo tagging receipt by proper inspection of specified site location. Tender submitted by bidder without Geotagging receipt will be considered as non-

responsive tender.

**Note:-The financial bid of only contractors, who will satisfy the above criteria for PEB work bidder, will be opened .**

**2.6.3. FINANCIAL BID(Envelop No.2):**

- (1) The tender duly filled in with rates in words and figures in form B-1,B2 if the accompaniment. There should be no .ambiguity in the rates as given in words and figures. The Correction, if any, should be signed.
- (2) If the contractor has failed to upload his registration, Income Tax returns as well as payment made by **online(SBI Net banking only)** towards cost of tender documents & E. M. D. amount and other documents which is mentioned in Envelop No.1. Financial bid will not be opened.
- (3) If the tenderer has quoted the offer below the estimated rates put to tender, in case of percentage rates tender, or lower amount than the estimate cost put to tender, in case of Lump Sum tender, then the tenderer shall have to submit Additional Security Deposit (Performance Security) in the form of **Demand Draft** from Nationalized or Scheduled bank in favour of the **Maharashtra State Warehousing Corporation, Pune**.
- (4) The tender notice is to be part of the tender documents.
- (5) Before tendering for the work the contractor should fully study the requirements, site situation, specifications and tender conditions for the work to be done. He shall study the complete details given on the drawings and in the Schedule 'B' and specifications to facilitate him in quoting the correct rate / percentage in the tender.
- (6) Tender offer will remain valid for 120 **days** from the date of opening the financial bid.
- (7) If the tendering contractor is a firm or company, they will in their forwarding letter mention the names of all the partners of the firm of company and disclose the identity if the partner who holds power of attorney to conduct the transactions on behalf of the firm or company in respect of the tendered work.
- (8) It should be noted that right to reject any or all the tenders without assigning any reason is reserved.
- (9) The Contractor is required to sign all the tender documents on each and every page including the drawing attached to the Tender set.

**2.6.3.1 IMPORTANT NOTE:**

- (1) Please note that omission to attach any documents is likely to invalidate the tender.
- (2) Also note that failure to enclose unconditional forwarding letter in technical bid is likely to invalidate the tender.

- (3) Bid shall be treated as invalid, if scanned copies of payment made by **online(SBI Netbanking only)** towards EMD & Tender document cost are not Submitted online along with bid.
- (4) **Earnest Money Deposit exemption certificate/ Work done exemption certificate/ etc. shall not be accepted for any type of agency.**

#### **2.5.4 OPENING OF TENDER :**

On the date specified in the Tender Schedule following procedure will be adopted.

##### **(A) ENVELOPE No.1 : ( Documents)**

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

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

**Special Attention:-The original documents will be scrutinized after opening of technical bid. Contractor will have to produce the original documents of which scanned copies are already attached while submitting the tender .If any document is found to be fraud while scrutinizing the original documents from scanned copies, contractor shall note that the prosecutor /criminal action will be taken against the concern contractor. If the technical bid is not to the fulfillment of requirement of satisfaction of scrutinizing authority, then the envelop No.2 i.e. financial bid will not be opened i.e. it will be straight way rejected.**

##### **(B) ENVELOPE No. 2 : (Financial Bid)**

This envelope shall be opened online immediately after opening of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the Department. The tendered rates in Schedule 'B' or percentage **above/below** the estimated rates for civil work & square meter basis for PEB work with given parameters shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No.2.Total value of civil work computed from quoted above /below percentage & PEB work shall be considered as contractor's final offer.

### **2.5.5. EARNEST MONEY :**

- a) Earnest money shall be paid via online using payment gateway mode by online (**SBI Net Banking Only**).
- b) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in Form B-1.

### **2.5.6 SECURITY DEPOSIT :**

**2.5.6.1** The successful tenderer shall have to pay 50% initial security deposit in Demand Draft in favour of **Maharashtra State Warehousing Corporation** , from a Nationalised / Scheduled Bank and complete the contract documents failing which his earnest money will be forfeited to Government.

**2.5.6.2** All compensation or other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Maharashtra State Warehousing Corporation, Pune make good the deficit.

**2.5.6.3** There shall be no liability on the Maharashtra State Warehousing Corporation, Pune to pay any interest on the Security Deposited by or recovered from the Contractor.

**2.5.6.4** The Security Deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provisions in Clause 1 and 20 of the contract.

### **2.5.7. Additional Security Deposit (Performance Security)**

**If the tenderer is found lowest with the offer below the estimated cost put to tender, in that case the Lowest tenderer (L-1) shall have to submit Additional performance Security in the form of Demand Draft of any Nationalized or Scheduled Bank in favor of the Maharashtra State Warehousing Corporation, Pune Payable at Pune with in stipulated time period, from the date of opening of Financial Bid i.e. 2 nd envelope as specified below.**

- a) **The amount of the Additional Performance Security shall be calculated by the tenderer in accordance with the following manner.**
- b) **If the tenderer has quoted below the estimated rates, the Additional Performance Security shall be paid additionally as mentioned below.**

If the offer submitted is below cost put to Tender by less than 1 to 10% of the estimated cost put to tender	1% of the estimated cost put to tender
for offer more than 10 % below upto 15 % below the estimated cost put to tender	1% of the estimated cost put to tender plus an amount equal to the percentage by which the offer is below 10% of the estimated cost put to tender. <i>[e.g.1- if the offer is 14.00% below, the Performance Security will be 1% + (14.50-10.00=4.5) 4.5= 5.5 % of the estimated cost put to tender.]</i> <i>[e.g. if the offer is 15.00% below, the Performance Security will be 1% + (15.00-10.00=5) 5= 6.00 % of the estimated cost put to tender.]</i>
for offer more than 15 % below the estimated cost put to tender	2 % of the estimated cost put to tender plus an amount equal for to the percentage by which the offer is below 15 % of the estimated cost put to tender. <i>e.g. 1- if the offer is 16 % below, the performance security will be (16-15=1x2=2) 6+2=8 % of the estimated cost put to tender.</i> <i>e.g. 2- if the offer is 19 % below, the performance security will be (19-15=4x2=8) 6+8=14 % of the estimated cost put to tender.</i> <i>e.g. 3- if the offer is 25 % below, the performance security will be (25-15=10x2=20) 6+20= 26 % of the estimated cost put to tender.</i> <i>e.g. 4- if the offer is 26.25 % below, the performance security will be (26.25-15=11.25x2=22.50) = 6+22.50= 28.50 % of the estimated cost put to tender.</i>

**c. Refund of Additional Performance Security.**

The additional Performance Security shall be returned immediately upon satisfactory **completion of work**; the recommendation of which shall be issued by the General Manager (Engg) before releasing the additional performance security.

- e In case of lowest successful Bidder whose offer found less and below estimated rates , fails or neglects to deposit the Additional Performance Security with in stipulated time period, than 2 nd lowest tenderer will be treated lowest and will be negotiated suitably for awarding of the work.
- f. The said amount of Additional Performance Security shall not carry any interest whatsoever.

#### **2.5.8. DOWNLOADING OF TENDER DOCUMENT :**

(1) Information regarding contract as well as blank tender forms can be downloaded from the <http://mahatenders.gov.in> e-tendering website upon providing the details of the payment of cost as detailed in the N.I.T.

(2) The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

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

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

(4) The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and exclusive of royalty to be paid to the Revenue Department by the Contractor. Royalty charges on all minor minerals do not form part of Rate Abstract and shall be reimbursed separately on production of proof to that effect.

#### **2.5.9. POWER OF ATTORNEY :**

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

Contractor

No. of Corrections

Executive Engineer

- (1) The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.
- (2) No foreign exchange will be released by the Maharashtra State Warehousing Corporation, Pune for the purchase of plants and machinery for the work by the Contractor.
- (3) Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Maharashtra State Warehousing Corporation, Pune works under execution with them.
- (4) All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- (5) The **Income Tax** the percentage rate is applicable as per prevailing rate or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
- (6) The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money...
- (7) The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

**2.5.10. VALIDITY PERIOD :**

The offer shall remain open for acceptance for minimum period of **120 days** from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

**2.5.11.** After completion of the e-tendering process, the successful bidder will have to submit the hard copy of downloaded tender document and drawings duly signed on each page by the contractor or his authorized signatory. The tender should bear full signature of the tendered, or his authorized power of attorney holder in case of Firm.

**2.5.12. ( As per P.W. Department Govt. Resolution No. निविदा / २०१६ / प्रक्र.२० / शिकाना / इमा - २ मंत्रालय - नागपूर दिनांक ०९/१२/२०१६ ) Contractor Shall submit a certificate to the effect that " All the payments to the labour / staff are made in bank accounts of staff linked to Unique identification Number ( AADHAR CARD ) . "The certificate shall be submitted by the contractor within 60 days commencement of contractor . "**

**2.5.13. The rates quoted by the contractor shall be deemed to be inclusive of all taxes other than Royalty and Goods and Service Tax 2017 that the contractor will have to pay for performance of this contract. The rates quoted by the contractor shall be exclusive of Goods and Service Tax 2017 which shall be paid extra by the employer at prevailing rates. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.**

**2.5.14 In case there is delay in payment due to any reasons the interest & any other claims will not be allowed. The corporation is financially sound & capable mobilizing its own resources and ensures the work is completed within the schedule time.**

**2.5.15. Submission of bill in electronic form :-**

- (1) As per clause -10 of this B-1 contract, it is responsibility of the contractor submit the bill to the Engineer –In –Charge.
- (2) To discharge this responsibility, the contractor shall submit the bill in electronic form.
- (3) In doing so, he shall use e-copy of tender paper.
- (4) In support of the bill, required measurement, drawings, quality control reports shall be submitted in electronic form.
- (5) The submission of e-bill shall be in the web based format.
- (6) The contractor shall not be paid separately, his offer shall be inclusive of all cost required for submitting bill in e format.
- (7) The cost of procuring, establishment, running, operating and maintaining web based system for submission & approval of bill ,with all instrumentation automation/services required to submit /approval/store in MSWC data base.
- (8) Web connectivity to all locations where bill and its relevant documents required for the bill are being acquired/prepared, transmitted ,processed, stored and retrieve with minimum speed of 2MBPS & 100% availability.
- (9) **The contractor shall put his request to Engineer –In-Charge to get access to the Maharashtra State Warehousing Corporation e-governance web application.**
- (10) All data generated as per this special condition of contract shall be the property of Maharashtra State Warehousing Corporation,Pune-37
- (11) Maharashtra State Warehousing Corporation has started e-billing system as pilot activity. If there is problem due to technical fault in submitting e-bill , contractor will have to submit bill in hard copy to Maharashtra State Warehousing Corporation ,Pune .



**CHAPTER NO.3****3.1 STATEMENT NO.I**

Details of works tendered for and work in hand as on the date of submission of the tender  
Civil.

Sr. No.	Name of work	Place of work	Work in hand		Anticipated date of completion	Work tendered for			Remark
			Tendered cost	Cost of remaining work		Estimated cost	Date when decision is expected	Stipulated date of completion	
1	2	3	4	5	6	7	8	9	10
<b>SPECIMEN FORM</b>									

Contractor

No. of Corrections

Executive Engineer

**3.2 STATEMENT NO. II**

Details of plant and machinery immediately available with the tenderer for the work

Name of the Tenderer:-

Sr. No.	Name of equipment	No of units	Kind and Make	Capacity	Age & Condition	Present Location	Remarks.
1	2	3	4	5		6	7
<b>SPECIMEN FORM</b>							

Contractor

No. of Corrections

Executive Engineer

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Contractor

No. of Corrections

Executive Engineer

**3.3 STATEMENT NO. III**

Details of building work and magnitude of the work carried by the contractor civil.

Sr. No.	Name of work	Cost of work	Date of starting	Stipulated date of completion	Actual date of completion	Remarks.
1	2	3	4	5	6	7

Contractor

No. of Corrections

Executive Engineer

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**SPECIMEN FORM**

Contractor

No. of Corrections

Executive Engineer

**3.4 STATEMENT NO. IV**

Details of work Technical personnel available with contractor.

Sr. No.	Name of Person	Qualification	Whether working in field or in office	experience	Period for which the person is working with the tenderer	Remarks.
1	2	3	4	5	6	7
<div data-bbox="711 1117 1219 1193" style="border: 1px solid black; padding: 5px; display: inline-block;"><b>SPECIMEN FORM</b></div>						

Contractor

No. of Corrections

Executive Engineer

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**3.5 STATEMENT NO. V**

Statement showing work done in all classes of Civil Engineer Construction work during last three years

Sr. No.	Name of work	Amt put to tender	Agreement No & Date	Amt of work done during each of last three years(Rs in Lakh)			Balance Amount	Remarks.
				2018-19	2019-20	2020-21		
1	2	3	4	6			7	8
				<div style="border: 1px solid black; padding: 10px; display: inline-block;"> <b>SPECIMEN FORM</b> </div>				

Contractor

No. of Corrections

Executive Engineer

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Note:- The Certificate signed by authority not below the rank of Executive Engineer.

Outward No.

Date:-w

Contractor

No. of Corrections

Executive Engineer



**3.6 STATEMENT NO. VI**  
**Receipt for Field Visit & Geo Tagging**

To,

**General Manager (Engg.) ,  
Maharashtra State Warehousing Corporation  
Pune-37**

**Subject :- Receipt for Field Visit and Geo-Tagging of above proposed work**

**Name of Work - Construction Of 3007 sqmtr and 12.00 mtr height Pre  
Engineered Wh Bldg With Ancillary Works At Ambi , Tal. Mawal Dist. Pune**

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**E- Tender No. - \_\_\_\_\_**

Respected Sir / Madam,

I have Visited the location prescribed in above tender

- 1) Name of Company / Contractor -
- 2) Name of the person visting -
- 3) Designation -
- 4) Date of Visit -
- 5) Time of Visit -

I will upload the Geo-tagged photo in envelope No.1 while submitting the Tender

(Sign)  
Authorised Signature,M.S.W.C.  
(Departmental Person)

(Sign)  
Name of Contractor /  
Company Authorised Person

**3.7 STATEMENT NO. VII**

**Authority Letter for Site Visit and Geo-Tagging**

This is to certify that Shri..... (Name of person) is authorised representative of M/s..... (Name of Bidder).

He has been authorised to visit the site, Important locations of Projects and evaluate the work cost. He is also authorised to complete the Geo-Tagging on his visit for quotation of tender **Construction Of 3007 sqmtr and 12.00 mtr height Pre Engineered Wh Bldg With Ancillary Works At Ambi , Tal. Mawal Dist. Pune**

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His photo identity is enclosed with this letter.

Signature of Shri ..... is certified as below.

<b>Name &amp; Signature Authorised Representative, M.S.W.C.</b>	<b>Signature of Bidder With Seal</b>

Date :-

Time :-

Place :-

**Name & Signature Field Officer /  
Site Incharge M.S.W.C.**

Note -

- 1) Authority Letter to be dropped in DROP Box at site.
- 2) To be submitted with Geo-Tagging in envelope No.1
- 3) Process of Geo-Tagging
  - Open play store in mobile
  - Download GPS Map Camera App or may use any other application
  - Take Geo-Tag Photo & Add GPS Location Stamp.
  - Take Photos at predefined locations Showing date, time, latitude & Longitude

**3.8 STATEMENT NO. VIII**  
**Geo-Tagging Submission (Part-I)**

To,  
General Manager (Engg.) ,  
Maharashtra State Warehousing Corporation  
Pune-37

**Name of Work - Construction Of 3007 sqmtr and 12.00 mtr height Pre Engineered Wh Bldg With Ancillary Works At Ambi , Tal. Mawal Dist. Pune**

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Ref Tender No. - .....

Name of Site Address - .....

Dear Sir / Madam,

This is reference to above referred tender for **Name of Work - Construction Of 3007 sq.mtr and 12.00 mtr height Pre Engineered Wh. Bldg With Ancillary Works At Ambi , Tal. Mawal Dist. Pune**

I hereby declared that, I (Or my Authorized Representative) have visited site Location. I (or AR) have no problems in undertaking the above said work at site and complete work in the given time period. I am fully aware about the site condition and i assure that I will complete this work before stipulated time as per the instruction work given by the site in-charge. (Upload this site visit Report as Geo-Tagging)

Date :-

Time :-

**Signature of Bidder**  
**With Seal**

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**3.9 STATEMENT NO. IX**  
**Geo-Tagging Submission (Part-II)**

**Name of Work - Construction Of 3007 sqmtr and 12.00 mtr height Pre Engineered Wh Bldg With Ancillary Works At Ambi , Tal. Mawal Dist. Pune**

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Ref Tender No. - .....

Geo-Tagging

Period -Site

Address -

Location 1/2/3

Date & Time of

Visit Longitude

& Latitude

**Geo-Tagged Photos**

**Name & Signature**  
**Authorised Representative,M.S.W.C.**

**Signature of Bidder With**  
**Seal**

**CHAPTER NO.4****SELF DECLARATION OF CONTRACTOR****Tender Notice No. 27/2021-2022**

मी ..... वय ..... वर्षे राहणार ..... या सत्यप्रतिज्ञा लेखाद्वारे लिहून देतो की मी ..... या कंपनीचा /फर्मचा प्रोप्रायटर/ भागीदार असून “( Name of work .....)” या कामासाठी निविदा सादर केली आहे. त्या निविदेच्या लिफाफा क्र. १ मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पुर्ण आहेत. त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत, याची मी खात्री केलेली असून असे शपथपूर्वक खालील अटी व शर्तीसह मान्य करीत आहे. या कागदपत्रांमध्ये काही चुकीची, दिशाभुल करणारी, खोटी व तसेच अपुर्ण माहिती आढल्यास मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

१. जर कंत्राट कालावधीदरम्यान, मी माझ्या कार्यालयाने किंवा माझ्या कर्मचाऱ्यांनी ..... वखार महामंडळाला खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यवहारात खोटी/बनावट साहित्य खरेदीची कागदपत्रे सादर केली असल्यास मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

२. जर कंत्राट कालावधीदरम्यान आणि काम समाप्ती नंतर, अंतिम देयक देण्याच्या तारखेपर्यंत सादर केलेले कोणतेही कागदपत्रे खोटी/बनावट किंवा फसवी आढल्यास मी मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

२. जर काम समाप्तीनंतर दोष दायित्व कालावधी दरम्यान किंवा त्यानंतर कोणत्याही वेळी, कोणतीही माहिती किंवा कागदपत्रे खोटी/बनावट किंवा फसवी आढल्यास मी मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

कंत्राटदाराची सही व शिक्का

**NAME OF WORK:- Construction Of 3007 sqmtr and 12.00 mtr height  
Pre Engineered Wh Bldg With Ancillary Works At Ambi , Tal. Mawal  
Dist. Pune**

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**DECLARATION OF THE CONTRACTORS**

I/We hereby declare that I/we have made myself/ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I/we have based my/our rates for this work. The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best material approved by the **Maharashtra State Warehousing Corporation, Pune** or his duly authorised assistant, before starting the work and to abide by this decision.

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

I/We hereby undertake to pay the labourers engaged on the work as per Minimum Wages Act, 1948 applicable to the zone concerned.

I/we have quoted rates including all taxes other than Royalty and Goods & Services tax (GST) etc. and I/we fully agree that no extra payment on this account will be made by Maharashtra State Warehousing Corporation. I/We are ready to bear all types of taxes excluding GST.

I/We have quoted my /our offer in percentage rate for civil work & square meter based rate for PEB work ( as mentioned in clause 6.2.3) in words as well as in figures .I/We further undertake to enter into contract with Maharashtra State Warehousing Corporation,Pune.

Name and Signature of Contractor(s) / Power of attorney holder  
with complete address.

**CHAPTER NO.6****MAHARASHTRA STATE WAREHOUSING  
CORPORATION****PERCENTAGE RATE FOR CIVIL WORK & SQUARE METER BASED  
RATE FOR PEB WAREHOUSE BUILDING ABOVE PLINTH TENDER AND  
CONTRACT FOR WORKS****FORM B-1****GENERAL RULES, DIRECTIONS FOR THE GUIDANCE FOR  
CONTRACTORS**

**6.1.1.** All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the M.S. W. Corporation Gultekadi, Pune -37 and signed by the General Manager (Engineering).

This form will state the work to be carried out as well as the date for submitting, and opening tenders, the time allowed for carrying out the work, the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any to be deducted from the bills, The rates quoted by agency will be all inclusive of quarry fees , licenses etc and of supply at site. Copies of the specifications designs and drawings and estimated rates schedule rates and any other documents required in connection with the work which will be signed by the General Manager (Engineering) for the purpose of identification and also be open for inspection by contractors at the officer of the General Manager ( Engineering) during Office hours.

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

**6.1.2.** (A) In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

(B) (i)The contractor shall deposit scan copy of along with the tender the sum of **Rs.1,50,000/-** Rupees **One Lakh Fifty Thousand Only** in form payment made by **online(SBI Net banking only)** mentioned in tender notice as and by way of **earnest money**. The contractor should upload scan copy of payment made by **online(SBI Net banking only)** along with technical documents. In the absence of such payment made by **online(SBI Net banking only)** it will be treated as bid without **E.M.D.** The said amount of earnest money shall not carry any interest whatsoever.

- (ii) In the event of his tender being accepted, subject to the provisions of sub clause.
- (iii) Below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by the tenderer as required under General Conditions of Contract.
- (iv) If after submitting the tender the contractor withdraws his offer, or modifies the same or if after acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit, without prejudice to any other right and powers of the corporation hereunder, or in law, the Corporation shall be entitled to forfeit the full amount of the earnest money deposited by him **& agency will be black listed & debarred for 1 years from date of submission for all construction & allied work of MSWC.**
- (v) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall unless prior thereto is forfeited under the provisions of sub-clause (ii) above, be refunded to him after passing receipt there-of.

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

**6.1.4.** Any person who submits a tender shall fill up the usual printed form, stating at what percentage above or below the rates specified in Schedule B (memorandum showing items of work to be carried out) or at the what rates for the items specified in the said schedule Notice inviting tenders shall specify whether the tenderer has to quote a percentage above or below the rates indicated in the memorandum of items of work or quote rates for the items mentioned in the said memorandum. He is willing to undertake the work only one rate or percentage on all the Estimated Schedule Rates shall be named. Tenders which propose any alterations in the works specified in the said form of invitation to Tender, or in the time allowed for carrying out the work, or which contain any other Conditions may be liable to rejection. No printed form to tender shall include a tender for more than one work, but if contractors wish to tender for two or more works, they shall submit a separate Tender for each. Tenders shall have the name and number of the work they refer written outside the envelope.



- 6.1.5.** The Chairman & Managing Director or his duly authorized Assistant will open tender in the presence of contractors who have submitted tenders of their representative who may be present at the time and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall therefore, for the purpose of identification sign copies of the specification and other documents mentioned in Rule 1. In the event of a tender being rejected the Chairman & Managing Director shall authorize the Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt or the return of the money.
- 6.1.6.** The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 6.1.7.** No receipts for any payment alleged to have been made by a contractor in regard to any matter relating to his tender or the contractor shall be valid and binding on the “**Maharashtra State Warehousing Corporation**” unless it is signed by the General Manager (Account and Audit) or his authorized Assistant.
- 6.1.8.** The memorandum of work to be tendered for and the schedule of materials to be supplied by the M.S.W.C. and their rates shall be filled in and completed by the Office of the Gen. Manager (Engg.) before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.
- 6.1.9.** All work shall be measured net by standard measure and according to the rules and custom of the public works and Housing Department without reference to any local custom. The measurements of work will be taken according to the usual method in use in the P.W. and H. Department and no proposal to adopt alternative method will be accepted. The decision of the Gen. Manager (Engg.) as to what is the usual method in use in the P. W. and H. Department will be final.
- 6.1.10.** Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.
- 6.1.11.** Every contractor should, produce along with his tender a Certificate of Registration with the Public works and Housing Department of Government of Maharashtra as approved Contractor in the appropriate class and renewal of such registration with date of expiry. Even contractor shall attach a statement of works in hand with cost of remaining part of each.
- 6.1.12.** All corrections and additions or pasted slips should be initialed number of pages should be removed from ,added in or replaced in the tender.
- 6.1.13.** The tendering Contractor shall furnish a declaration along with tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting tender.

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- 6.1.14.** Every tenderer shall submit along with the tender information regarding Income tax circle, or ward of the district in which he is assessed to Income-tax the reference to the number of the assessment and the assessment year.
- 6.1.15.** In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Corporation for the purchase of plant and machinery required for the execution of the work contracted for.
- 6.1.16.** The contractor will have to construct shed for storing controlled and valuable material issued to him under Schedule "A" of the agreement, at work site, having double locking arrangement. The materials will be taken for use in the presence of that departmental person. No Material will be allowed to be removed from the site of works.
- 6.1.17.** The contractors shall also give a list of Machinery in their possession and which they propose to use on the works.
- 6.1.18.** Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of contract Labour (Regulation & Abolition Act 1973) before starting work failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Corporation.
- 6.1.19.** The Contractor shall comply with the provision of the Apprentices Act 1961 and the rules & orders issued under from time to time if he fails to do so his failure will be a breach of contract and the Gen. Manager (Engg.) may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him by provision of Act.
- 6.1.20.** This tender shall be unconditional. Conditional tender shall be similarly REJECTED.
- 6.1.22. GST Will be applicable as per prevailing Rates.**
- 6.1.23. The rates quoted by the contractor shall be deemed to be inclusive of all taxes other than Royalty and Goods and Service Tax 2017 that the contractor will have to pay for performance of this contract. The rates quoted by the contractor shall be exclusive of Goods and Service Tax 2017 which shall be paid extra by the employer at prevailing rates. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.**

## **6.2 TENDER FOR WORKS**

### **6.2.1 PART-A Percentage for civil work**

I/ we hereby tender for the execution, for the M. S. W. Corporation ( herein before) and hereinafter referred to as 'Corporation' and of the work specified in the underwritten memorandum at (in figures) \_\_\_\_\_ as well as in words \_\_\_\_\_ percent bellow/ above the estimated rates entered in schedule 'B' (Memorandum showing items of work to be carried out) and in accordance in all respect with specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by M.S.W. Corporation, such materials and the rate to be paid for them shall be provided in Schedule' A' hereto

### **6.2.2 PART –B LAB TEST & ROYALTY**

**NO PERCENTAGE ABOVE / BELOW THE ESTIMATED RATES**

### **6.2.3 PART-- C PEB Work**

	Description	Area will be considered from Outer distance of brick work at plinth excluding platform/dock leveler/ ramp etc.	Unit	Rate per square meter in Figure (Rupees)	Rate per square meter in word (Rupees)	Total Amount (Rupees)
1	PEB Wh. Building above plinth as per enclosed detailed specifications and parameters	3007.00	Square meter			

Note:- Bidder has to quote the rates including all taxes except GST after completely going through all instructions ,descriptions of warehouse ,scope of work ,technical and building specifications ,additional conditions as well completed contract conditions , drawings and nothing will be charged over the above rates quoted as mentioned above .

## 6.2.3 MEMORANDUM

<b>Name of work : - Construction Of 3007 sqmtr and 12.00 mtr height Pre Engineered Wh Bldg With Ancillary Works At Ambi , Tal. Mawal Dist. Pune</b>	
<b>Estimated cost of Civil work &amp; PEB work</b>	<b>Rs. 6,64,25,206/-</b>
<b>Earnest Money Deposit</b>	<b>Rs.1,50,000/-</b>
<b>Security Deposit</b>	
<b>i) Demand Draft ( at the time of agreement)</b>	<b>Rs.13,28,505/-</b>
<b>ii) To be deducted from running bills</b>	<b>Rs.13,28,505/-</b>
<b>Total Security Deposit 4% :</b>	<b>Rs.26,57,010/-</b>

a) if Several sub-works are included they should be detailed in a separate list.  
c) The amount of earnest money to be deposited shall be in accordance with the provisions of Para 207 PW Manual Govt. of Maharashtra

d) This deposit shall be in accordance with paras 213 and 214 of the P. W. Manual Govt. of Maharashtra

**OPENED IN THE PRESENCE OF } Found as per memorandum**

Gen. Manager (Engg.)

e) This percentage where not security deposit is taken will vary from 5 percent to 10 percent according to the requirements of the case where security deposit is taken: see note to Clause of conditions of contract.  
f) Give schedule where necessary showing dates by which the various items are to be completed.

e) Percentage if any to be deducted from bills so as to make up the total amount required as security deposit by the time half the work, as measured by the cost, is done 2% percent.

In four equal installments

f) Time allowed for the completion of work from date fixed in written order to commence.  
**10 ( Ten Months )**

Should this tender be accepted I/ we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to the M.S.W.C. the sum of money mentioned in the said conditions.

I/We agree that this offer shall remain open for a minimum period of 120 **days** from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by Registered post A.D. or otherwise delivered at the office of such authority.

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Payment made by **online(SBI Net banking only)** No. \_\_\_\_\_  
 dated \_\_\_\_\_ of the sum of Rupees \_\_\_\_\_  
 representing the \_\_\_\_\_ the earnest money is  
 herewith forwarded. The amount of earnest money shall not bear interest and  
 shall be liable to be forfeited to the Corporation should I/ We fail to (1) abide  
 by the stipulation to keep the offer open for the period mentioned above or  
 (2) sign and complete the contract documents as required by the General  
 Manager (Engineering) and furnish the security deposit as specified in item  
 (d) of Memorandum contained in paragraph I above within the time limit laid  
 down in Clause (1) of the annexed General Condition of the Contract. The  
 amount of earnest money may be adjusted towards the security deposit or  
 refunded to me / us if so desired by me /us in writing unless the same or any  
 part thereof has been forfeited as aforesaid. The earnest money will be  
 released to the unsuccessful contractors only after issue of work order to the  
 successful bidder.

Contractor

\_\_\_\_\_  
 Address (Full) \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200

(Witness) \_\_\_\_\_

(Occupation) \_\_\_\_\_

The above tender is hereby accepted by me on behalf of M.S.W. Corporation.

- Signature of contractor for before submission of tender

- Signature of witness Contractors signature.

- Signature of the Office by whom accepted.

**General Manager (Engg.)**  
 Maharashtra State Warehousing Corporation

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200

Contractor

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General Manager (Engg.)

### 6.3 CONDITIONS OF CONTRACT

**CLAUSE 1 :** The person / persons, whose tender may be accepted herein after called the contractor which expression shall unless excluded by or repugnant to the context include his heirs executors, administrator, and assignees) shall which may be extended upto fifteen days if the Chairman & Managing Director thinks, of the receipt by him the notification of the acceptance of his tender deposit with the Maharashtra State Warehousing Corporation in (if deposited for more than 12 months) a sum sufficient which will make up the full security deposit specified in the tender. Security deposit.

Provided always that, in the event of the contractor depositing a lump sum by way of security deposit as contemplated above, then and in such case, if the sum so deposited does not amount to four percent of the total estimated cost of the work is shall be lawful for Maharashtra State Warehousing Corporation at the time of making any payment to the contractor for work done under the contract to make up the full amount of **Four percent** by deducting a sufficient sum form every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to MSWC under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there or from any sums which may be due or may become by M.S. W.C. to the contractor under any other contract or transaction of any nature, whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days hereafter, make good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of Security Deposit to be paid in lump within period specified at above is not paid the tender/contract already accepted may be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. 90% amount of Security Deposit lodged by the contractor shall be returned after 2 years from the date of completion of work and balance 10% amount ( in the form of F.D.R. ) of security deposit shall be returned after defect liability period of 10 years. The contractor has to maintain the work in good order till passing of **Ten years**.

**CLAUSE 2:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation on amount equal to **1%** or such smaller amount as the Chairman & M.D. M.S.W.C. (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced or unfinished, after the proper dates, And further ensure good progress during the execution of the work, the contractor shall be bound, in the cases in which the time allowed for any work exceeds one month to complete **as per time schedule given**

Compensation  
for delay.

**below:**

Time limit for work =	Months
1) 25% of work in	25% of time
2) 50% of work in	50% of time
3) 75% of work in	75% of time
4) 100% of work in	100% of time

**Note:-** The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the programme of detailed progress laid down by the Gen. Manager (Engg.).

In the event of the contractor failing to comply with these conditions he shall, be liable to pay as compensation an amount equal to one percent or such smaller amount as per the decision of the Chairman & M.D/ General Manager (Engg) . Maharashtra State warehousing Corporation. (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Maximum compensation to be paid under the provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

**CLAUSE 3:** In any case in which under any clauses or clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Gen. Manager (Engg.) on behalf of the Maharashtra State warehousing Corporation shall have power to adopt any of the following courses, as forfeited he may deem best suited the interest of Maharashtra State warehousing Corporation.

Action when whole of security deposit is forfeited.

(a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Gen. Manager (Engg.) shall be conclusive evidence), and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Maharashtra State warehousing Corporation.

(b) To carry out the work or part of the work departmentally debiting the contract or with the cost of the work, expenditure incurred on tools and plant, and charges on, additional supervisory staff including the cost of work-charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Gen. Manager (Engg.) as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case all expenses incurred on advertisement for

fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to the contractor and cost of work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under terms of his contract The certificate of the Gen. Manager (Engg.) as to all the most of the work and other expenses incurred as aforesaid

for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case of contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Gen. Manager (Engg.) shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referrers to in clause (b) or (c) being adopted and the cost of the work executed. departmentally or through a new contractor and other allied expenses exceeding the value of such credited to the contractor, the amount of excess shall be deducted from any money due to the contractor by the corporation under the contract of otherwise howsoever or from his security deposit or the sale proceeds thereof, provided, however, that the contractor shall have no claim against at the corporation even if the certified value of the work done departmentally through a new contractor exceeds the certified cost of such work and allied expenses provided always that whichever, of the three courses mentioned in clause (a), (b) or (c) is adopted by the Gen. Manager (Engg.) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance or the contract. Further , agency will be debarred and blacklisted if clause 3 (a), (b) or (c) is imposed.

**CLAUSE 4:** If the progress of any particular portion of the work is unsatisfactory the Gen. Manager (Engg.) shall notwithstanding that the general progress of the work is satisfactory, in accordance with clause 2 be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing and the contractor will have to claim for compensatory for any loss sustained by him owing to such action.

**CLAUSE 5:** In any case which any of the powers conferred upon the Gen. Manager (Engg.) by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers notwithstanding be exercisable in any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected, In the event of the Gen. Manager (Engg.) taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools plants, materials and stores, in or upon the works of the site here of or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof, paying or allowing for the same in

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

Contractor remains liable to pay compensation if action not taken under clause 3 Power to take possession of or sell contractor's plant



account at the contract rates, of in the case of contract rates not being applicable at current market rates, to be certified by the Gen. Manager (Engg.) whose certificate thereof shall be final. In the alternative the Gen. Manager (Engg.) may, by notice in writing to the contractor, or his clerk of works foreman or other authorised agent require him- to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor falling to comply with and such requisition the Gen. Manager (Engg.) may remove at the contractor's expense of any such removal, and the amount of the proceeds and Expense of any such sale shall be final and conclusive against the contractor.

**CLAUSE 6:** If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Gen. Manager (Engg.) before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred whichever is earlier, and the Gen. Manager (Engg.) may, if in his opinion there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper The decision of the Gen. Manager (Engg.) in this matter shall be final.

Extension of time.

**CLAUSE 7:** On completion of the work the contractor shall be furnished with a certificate by the Gen. Manager (Engg.) (hereinafter called the Engineer in charge) of such completion but no such certificate shall be given for shall the work be considered to be complete until the contractor shall have removed from the premise on which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all wood work it doors, windows walls floor or other part of any building, in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in- charge or where the measurements have been taken by the subordinate until they have received the approval of the Engineer-in-charge the said measurements being binding and conclusive against the contractor, If the contractor shall fail to comply with the requirements of the clause as to the removal of scaffolding surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he think fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final certificate.

**CLAUSE 8:** No payment shall be made for any work, estimated to cost than rupee one thousand till after the whole of the said work shall have been completed and a certificate of completion given, But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against contractor, All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not Contractor

Payments on intermediate certificate to be regarded as advances.

as payments for work actually-

-done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or any other way vary or affect the contract. The final bill be submitted by the contractor within one month or the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.

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

**CLAUSE 9 :** The rates or several items of works estimated to cost more than Rs. 1000 agree to within, shall be valid only when the item concerned is accepted as have been completed full in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bill to be submitted monthly.

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

Bills to be on printed forms.

**CLAUSE 11:** If contractor shall submit all bills on the printed form to be had on application at the office of the Gen. Manager (Engg.). The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Store's supplied by MSWC.

**CLAUSE 12 :** If the specification or estimate of the work provides for the use any special description of material to be supplied from the M.S.W.C. store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charge therefore, as hereinafter mentioned being so far as practice-able for the convenience of the contractor but not so as in way to control the meaning or effect of this contract specified in the schedule or memorandum hereto the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off deducted from any sums then the security deposit, of the proceeds of sale there of: If the deposit is held in M.S.W.C. securities, the same or a sufficient portion thereof shall in that case be sold for purpose.

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All material supplied to the contractor shall remain the absolute property of M.S.W.C. and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the M.S.W.C. stores, if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with such consent and he shall no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

**CLAUSE 12 (A):** All stores of controlled materials such as cement, steel etc. supplied to the contractor by the corporation should be kept by the contractor under double lock and key and they will released in accordance with the instructions of the Gen. Manager (Engg.) in this behalf and be accessible for inspection by the Gen. Manager (Engg.) or his agent at all the times.

**CLAUSE 13:** The contractor shall execute the whole and every part of the work in the most substantial and work-men like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs and inspections in writing relating to the work signed by Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawing and working drawing as well as one certified copy of the accepted tender doing with the work order free of cost. Further copies of the contract drawings if required by him will be supplied at the rate of Rs. 10/- per set of contract drawings and Rs. 1 /- per working drawing except where otherwise specified.

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

**CLAUSE 14:** The Engineer-in-charge shall have power to make any alterations in/or additions to the original specifications, drawings, design and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out of the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge or his authorised assistant and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rates is specified in this contract, then such class of work shall be carried out of the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rate of the Division is ordered to be carried out before the rates are agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge the rate which it is his intention to charge for such class of work, and if

Alteration in specification and design not to invalidate contract.

Rates for work not entered in estimate or schedule of rates the district.

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the Engineer-in-charge does not agree to this rate, he -

-shall by notice in writing, be at liberty to cancel his order to carry, if out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of dispute the decision of the C. & M.D. of the M.S.W.C. will be final.

Extension of time in consequence of additions or alterations.

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

### CLAUSE 15:

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

- (1) If at any time after the execution of the contract documents, the Engineer-in-charge shall for any reason whatsoever (Other than default on the part of the compensation for contractor for which the Corporation is entitled to rescind the contract) desire that, the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forth with suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety hereof provided that the decision of the Engineer-in-charge as to the stage at which the work or any part of it could be could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, account of any suspension, stoppage or curtailment expect the except specified herein after.
- (2) Where the total suspension of work ordered as aforesaid continues for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a ten days prior notice in writing to the Engineer-in-charge within thirty days of the said prior of 90 days of such intention and requiring the Engineering-in-charge to record the final measurements of the work already done and to pay the final bill upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract on receipt of such notice the Engineer-in-charge shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor, such payment shall not in any manner prejudice the right of the contractor to any

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further compensation under the remaining provisions of this clause.

- (3) Where the Engineer-in-charge requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate the contractor shall be entitled to apply to the Engineer-in-charge within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site of on account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default, on his part. The decision of the Engineer-in-charge in this regard shall be final and conclusive against the contractor.
- (4) In the event of -
- (i) Any total stoppage of work on notice from the Engineer under Sub clause (1) in that behalf.
- (ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.
- OR
- (iii) Curtailment in the or quantity of items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings designs or instructions under clause 14 (I) where such curtailment exceeds 25 % in quantity and the value of quantity curtailed beyond 25 % of the rates for the item specified in the tender is more that Rs. 5000/- it shall be open to the Contractor within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligation under the contract on account of the continued suspension of work or (iii) notice under clause 14(i) resulting in such curtailment to produce to the Engineer-in-charge satisfactory documentary evidence \ that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage suspension or curtailment and require the M.S.W.C. to take over, on payment such material at the rates determined by the Engineer the M.S.W.C. shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirement of the unexecuted work as specified tender and are of quality and specification approved by the Engineer.

**CLAUSE 15 A:** The contractor shall not be entitled to claim any compensation M.S.W.C. for the loss suffered by him on account of delay by M.S.W.C. in the supply of materials entered in Schedule A where such delay is caused by

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

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

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ii) Force majeure.

iii) Act of God.

iv) Act of enemies of the state or any other reasonable cause beyond the control of M.S.W.C.

In the case of such delay in the supply of materials, M.S.W.C. shall grant such extension of time for the completion of the works as shall appear to the Chairman & Managing Director to be reasonable in accordance with the circumstances of the case. The decision of the Chairman & Managing Director as to the extension of time shall be accepted as final by the contractor.

Time limit for unforeseen claim.

**CLAUSE 16 :** Under no circumstances whatever shall be the contractor be entitled to any compensation from M.S.W. on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

**CLAUSE 17:** If at any time before the security deposits is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality, or that any materials or articles provided by him for execution of the work are unsound, or if a quality inferior to the contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that, any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Works to be open to inspection.

**CLAUSE 18:** All the works under or in course of execution or executed in pursuance of the contract at all times be open to the Inspection an supervision of the engineering-in-charge and his subordinates, and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinates, to visit the works shall have been given to Contractor either himself be present to receive orders and instructions or have a responsible agent to be responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be

Contractor or responsible agent to be present.

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considered to have the same force and effect as if they had been given to the contractor himself.

**CLAUSE 19 :** The contractor shall give not less than five day's notice in writing to the Engineering-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given before work is covered up.

**CLAUSE 20 :** If during the period of **120 months** from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract, in opinion of Engineer-in-charge the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the Gen. Manager (Engg.) duly commence execution and completely carry out at his costs in every respect all the work that may be necessary for rectifying and setting right the defects specified therein strictly in accordance with and in the manner prescribed and under the supervision of the Gen. Manager (Engg.), In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and or to complete the same as aforesaid as required by the said notice, the Gen. Manager (Engg.) may get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of contractor. The contractor shall forthwith on demand pay to the Maharashtra State Warehousing Corporation the amount of such costs, charges and expenses sustained or incurred by the M.S.W.C. of which certificate of the Gen. Manager (Engg.) shall be final and binding on the contractor, such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the M.S.W.C. the same may be recovered from the contractor as arrears of the revenue. The M.S.W.C. shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the M.S.W.C. to the contractor either in respect of the said work or any other work whatsoever or from the amount of the security deposit retained by Maharashtra State warehousing Corporation .The defect liability period in particular for building work shall be 10 years and roadwork shall be 5 years.

Contractor liable for damage done and for imperfection.

**CLAUSE 21 :** The contractor shall supply at his own cost all material (except such special materials, if any, as may be supplied from the M.S.W.C. stores) in accordance with the contract, plant, tools appliances, implements, ladders, cordage tackle, scaffolding and any temporary works, which may be required for the proper execution of work, in the original, altered or substituted from and whether included in the specification or other documents forming part of the contract or referred to in-

Contractor to supply plant ladders scaffolding etc.

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And is liable to pay damages arising from non provision of lights etc.

-these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter of which under these conditions he is entitled to be satisfied or which he is entitled to required together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or materials, Failing this the same may be provided by the Engineer-in-charge the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and light required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings at law, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

**CLAUSE 21 :**

(A) The contractor shall provide suitable scaffolds and working platforms gangways, stairways, and shall comply with the following regulations in connection there with

- a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- b) A scaffolds shall not be constructed, taken down, or substantially altered except.
  - i) Under the supervision of a competent and responsible person,

and

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

- c) All scaffolds and appliances connected herewith and all ladders shall,

- i) Be of sound materials,

- ii) Be of adequate strength having regard to the loads and strains to which they will be subjected and,

- iii) Be maintained in proper condition.

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

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

- f) Before installing lifting gear or scaffolds special precaution shall be taken to ensure the strength and stability of the scaffold.



- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing scaffold to be used by his workmen the contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i) Working platforms, gangways and stairways shall.
- i) be so constructed that no part thereof can sag unduly or unequally.
- ii) be so constructed and maintained, having regard to the prevailing conditions, as to reduce as far as practicable risks of persons tripping or slipping and
- iii) be kept free from any unnecessary obstruction.
- j) In the case working platforms, gangways, working place and stairways at height exceeding 2 meters (to be specified)
- i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
- ii) every working platform, and gangway, shall have adequate width and
- iii) every working platform, and gangway, working place and stairway shall be suitably fenced.
- k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow to access of persons or the transport or shifting or material be provided with suitable means to prevent the fall of persons or material.
- l) When the persons are employed on a roof where there in danger of failing from a height exceeding 2 meters to be prescribed suitable precautions shall be taken to prevent the fall of persons or materials.

(To be prescribed)

- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.

**CLAUSE 21 (B):**

The contactor shall comply with the following regulations as regards the hoisting Appliances to be used by him -

a) Hoisting machines, and tackle, including their attachments, anchorages and supports shall-

(i) be of good mechanical construction, sound material adequate strength and free from patent defect, and

(ii) be kept in good repairs and in good working order

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

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

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

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

f) No person who is below the age of fourteen years shall be in control of any hoisting machine including any scaffolds which or given signals to the operator.

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

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

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

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

k) Motors gearing transmission electric and other dangerous parts of hoisting appliance shall be provided with efficient safe guards.

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

m) Adequate precaution shall be taken to reduce to minimum the risk of any part

of suspended load becoming accidentally displaced.

Measures for  
prevention to  
fire

**CLAUSE 22:** The contactor shall not set fire to any standing jungle, trees, brushwood or grass without written permit from the General Manager (Engineering).

When such permit is given and also in all cases when destroying, cut or dug up trees, brush wood grass etc. by fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

**CLAUSE 23 :** Compensation for all damage done intentionally or unintentionally by contractor's labours whether in or beyond the limits of M.S.W.C. property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimated by the Engineering-in-charge subject to the decision of the C. & M.D. on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damage in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due to or become due from M.S.W.C. to the contractor under this contract or otherwise.

Liability of  
contractors for  
any damage done  
in or outside  
work area

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and cost that, may be awarded by the court in consequence.

**CLAUSE 24 :** The employment of female labours on works In the neighborhood soldiers, barracks should be avoided as for as possible.

Employment  
female laborers

**CLAUSE 25 :** No work shall be done on a Sunday weekly off without the sanction of the Engineer-in-charge.

Work on Sunday

**CLAUSE 26 :** The contractor shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract, or attempt to so or become insolvent or commence any proceeding to be adjudicated an insolvent or make any composition with his creditors or attempt so to do, the Engineer-in-charge may, by notice in writing, rescind the contract, Also if any bribe gratuity, Gift, loan, perquisite, reward or offered by the contractor of any of his servants or agents to any public officer or person in the employ of M.S.W.C. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of M.S.W.C. and the same consequence shall ensue as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be insolvent, paid for any work therefore actually performed under the contract.

Work not be  
sublet

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

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Subletting of work is not allowed. The authorized representative of agency should be one of the partners/Directors of the firm or should be on the pay roll of the agency

**CLAUSE 27:** All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of M.S.W.C. without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sum payable by way of compensation to be considered as reasonable condensation without reference to actual loss. Charges in the constitution of firm to be notified.

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

Direction of control of Gen. Manager (Engg.)

**CLAUSE 29 :** All works to be executed under the contract shall executed under the and subject to the approval in all respects of the General Manager (Engineering) for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Decision of C. & M.D. to be final

**CLAUSE 30. :** Except where otherwise specified in the contract and subject to the powers delegated to him by M.S.W.C. then in force the decision of the C. & M.D., M.S.W.C. for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or material used on the work or as to any other question claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

Lump sum in estimates.

**CLAUSE 31. :** When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be payment in respect of items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capacityable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action war no specification.

**CLAUSE 32. :** In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specifications and in the event of there being no Divisional specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of work.

**CLAUSE 33. :** The expression "work" or "Works" where used in these conditions shall unless there be something in the subject or context repugnant to such construction be construed to mean the work or the works contracted to be executed under or in virtue the contract, whether temporary or permanent and

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whether original altered, substituted or additional.

Payment of  
quarry fees  
and royalties.

**CLAUSE 34. :** All quarry fees, royalties Octroi, dues and ground rent for stocking materials, if any should be paid by the contractor.

Royalty charges on all minor minerals do not form part of Rate Abstract and shall be reimbursed separately on production of proof to that effect.

Contractors  
percentage  
whether  
applied to net  
or gross  
amounts of  
bill.

**CLAUSE 35. :** The percentage referred to in the tender shall be deducted from added to the gross amount of the bill before deducting the value of any stock issued.

Compensation  
under  
workman's  
compensation  
Act.

**CLAUSE 36:** The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) (hereinafter called the said act) for injuries caused to the workmen, If such compensation is paid by M.S.W.C. as principal under Sub-section (1) of Section 12 of the said Act on behalf of contractor, it shall be recoverable by M.S.W.C. from the contractor under Sub-Section (2) of the said Section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

**CLAUSE 37 :**

A) The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer bodily injury as a result of an accident. If such expenses are incurred by M.S.W.C. the same shall be recoverable from the Piece worker Contractor forthwith and be deducted without prejudice to any other remedy of M.S.W.C. from any amount due or that may become due to the Piece worker Contractor.

B) The contractor shall provide all necessary personal safety requirement and first aid apparatus available for the use of the persons employed on the site, shall maintain the same condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith:-

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

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

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

**Clause 38 : NOT APPLICABLE**

~~1. Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed~~

Claim for  
quantities of

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~~the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than Rs. 5,000/-.~~

work entered in the tender or estimates.

~~—————The Contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned above in sub-clause (i) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the market. The said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the works as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited, (for the purpose of operation of this clause, this cost shall be worked out at current Schedule of Rates at the time of acceptance of tender.~~

~~3. Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of Clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs. 5,000/-. (The clause is not applicable to extra items.)~~

~~4. This clause is not applicable to extra items.~~

~~5. There is no change in the rate if the excess is more than 25 percent of the tendered quantity. But the value of the excess work at the tendered rates does not exceed Rs. 5,000/-.~~

~~6. The quantities to be paid at the tendered rates shall include :-~~

~~a) Tendered quantity plus~~

~~25% excess of tendered quantity or the excess quantity of the value of Rs.5,000/- at tendered rate whichever is more. The operation of this clause shall be with reference to each sub-work as one unit and not with reference to the whole work.~~

~~**NOTE :-**~~

~~**Excess Quantity if required to be executed only after permission of the Competent authority. It shall be paid at tender rate only.**~~

Employment of  
famine etc.  
labour.

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

Claim for  
compensation for  
delay in starting  
the work

**CLAUSE 40 :** No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or in the case of clearance work on account of for any delay in according sanction to estimates.

Claim for  
compensation for  
delay in the  
execution of the  
work.

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

Entering upon or  
commencing any  
portion of work.

**CLAUSE 42 :** The contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer-in-charge or of his sub-ordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for the work.

**CLAUSE 43: .**

Minimum age of  
persons  
employed the  
employment of

i) No contractors shall employ any person who is under the age of 18 years.

ii) No contractors shall employ donkeys or other animals with breechings of

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donkeys and other animals and the payment of fair wages.

string or thin rope. The breeching must be at least three inches wide and should be of tape Nawar

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

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

v) The Contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contract and his workmen on grounds that the wages paid are not fair and responsible the dispute shall be referred without delay to the Gen. Manager (Engg.) who shall decide the same. The decision of the Gen. Manager (Engg.) shall be conclusive and binding on the contractor. But such decision shall not in any way affect the condition in the contract regarding the payment to be made by M.S.W.C. at the sanctioned tender rates.

vi) The contractor shall provide drinking water facilities to the workers. Sanitary amenities shall be provided to the workers, engaged on large works in urban areas.

**CLAUSE 44 :** Payment to contractors shall be made by cheques drawn on a bank or / through NEFT at Pune, from account with the Maharashtra State Warehousing Corporation.

Method of payment

**CLAUSE 45 :** Any contractor who does not accept these conditions shall not be tender for work..

**CLAUSE 46 :** If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the works, as are suitable for unskilled labour, any person certified to him by the Gen. Manager (Engg.) or be any person to whom the Gen. Manager (Engg.) may have delegated this duty in writing to be in need of relief and shall be bound to pay such persons wages not below the minimum which Maharashtra State Warehousing Corporation may have fixed in this behalf. Any dispute which may arise in connection with implementation of this clause shall be decided by the General Manager (Engineering) whose decision shall be final and binding on the contractor.

Acceptance of condition compulsory before tendering for work

Employment of scarcity laborer

**Clause 47 (A) :** "The tender rates are inclusive of all taxes rates, cesses and are also inclusive of the leviable tax other than GST 2017, in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision for the purpose of levy of Tax."

**Clause 48 :** The rates quoted by the Contractor shall be deemed to be inclusive of all taxes other than Royalty and Goods & Service Tax 2017 that the contractor will have to pay for performance of this contract. The rates quoted by the contractor shall be exclusive of Goods & Service Tax 2017 which shall be paid extra by the employer at prevailing rates. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

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**CLAUSE 49:** In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax will be recovered on such sale.

**CLAUSE 50 :**

A) The contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of persons ordinarily residing on the district in which site of the said work is located.

Provided however, that if the required number of unskilled labour from that district is not available, the contractor shall in the first instance employ such number of person as is available and thereafter any with the previous permission in writing of the Engineering-in-charge of the said work, obtain the rest of his requirement of unskilled labour from outside the district.

B) Wages to be paid to the skilled and unskilled labours engaged by the contractor.

The contractor shall pay the labours, skilled and unskilled, according to the wages contract prescribed by the minimum wages act applicable to the area in which the work of the contractor is in progress.

**CLAUSE 51 :** All amounts whatsoever which the contractor is liable to pay to the corporation in connection with the execution of the work including the amount payable in respect of (i) material and / or stores / supplied / issued hereunder by the corporation to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the corporation to the contractor for execution by him of the work and / or on which advances have been given by the corporation to the contractor may be deemed to be arrears of land revenue & the corporation through Government may without prejudice to any other rights and remedies of the corporation recover same from the Contractor as arrears of land revenue.

**CLAUSE 52 :** The successful tenders will be required to produce to the satisfaction of the specified concerned authority a valid and concurrent license issued in his favour under the provisions of the Contract Labour (regulation and Abolition) Act, 1970 before starting the work. On failure to do so the acceptance of the tender may be liable to be withdrawn and also earnest money.

**CLAUSE 53 :** The Contractor shall be responsible to abide by statutory provisions of various enactment enacted by the central and State Government such as the factories Act. 1948, the minimum wages Act, 1948, payment of wages Act, 1936. The Contract labour (Regulation and abolition) Act. 1970 the industrial dispute Act, 1947 and other enactments as and when applicable to the contractor and the employees engaged by him and shall be liable to pay to contribute and to provide facilities and amenities to his labourers under the various Acts applicable to him.

**CLAUSE 54 :** The price variation **Clause is not applicable.**

**CLAUSE 55:- Retention money deposit.**



Contractor will have to pay the amount of 5% of Bill amount as Retention money deposit which will be released after physical /actual completion of work.

**CLAUSE56:** The agency will have to arrange for taking test of the materials being used in the work the charges of the test along with transportation to laboratory will be borne by contractor. The Sect<sup>n</sup>. Engineer / Dy. M. (Engg.) will personally submit the samples to nearest Govt./ reputed laboratory. These tests will be as per Schedule given by Dy. M (E) before starting of the work. In the event of the failure of the agency for arranging for taking test, the Sect<sup>n</sup>. Engineer / Dy. M. (Engg.) will take out the samples and arrange for testing of the materials. In such cases the testing charges at double the actual expenditure will be recovered from the bills of the agency.

**CLAUSE57:-** As per Govt. in Industries & power GR No.BCA-2009/CR-108/Labour 7-A dated 17/06/2010, 1% cess on labour welfare shall be deducted from contractors bills.

**CLAUSE 58:-** The Agreement has to be executed by paying stamp duty as per the provision of The Bombay Stamp Act 1958 duly amended from time to time.

**CLAUSE 59:- CONDITION RELATING TO INSURANCE OF CONTRACT WORK**

The Contractor Shall take out necessary Insurance Policy / Policies (viz. Contractors' All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period **COMPULSORILY** from the **"Directorate of Insurance, Maharashtra State, Mumbai"** only. Its postal address for Correspondence is **"264, MHADA, First Floor, Opp. Kalanagar, Bandra(East), Mumbai-400 051"** (Telephone Nos. 022-26590403 / 26590690 and Fax No. is 022-26592461 / 26590403). Similarly, all workmen's' appointed to complete the contract work are required to insure under workmen's' compensation Insurance Policy. Insurance policy / policies taken out from any other Company will not be accepted, if any Contractor has not taken out the insurance policy from the **"Directorate of Insurance, Maharashtra State, Mumbai"** or has effected Insurance with any Insurance Company, the same will not be accepted and **1% of the tender amount or such amount of premium** calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

Unfortunately if any accident will occur, the whole responsibility will be of contractor only. In this matter, no any claim of contractor will be entertained by Maharashtra State warehousing Corporation.

**CLAUSE 60:-** If there is saving in quantities of item in the tender due to any technical difficulty or Maharashtra State warehousing Corporation policy, no any claim regarding compensation by contractor will be entertained by **Maharashtra State warehousing Corporation**

**CHAPTER NO.7****SCHEDULE "A"**

Schedule showing (approx.) the materials to be supplied from the M.S.W.C. Stores for work contracted to be executed and the rates at which they are to be charged for

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	Ps.	
	-----NIL-----			
NOTE :- All material required for completing all work as per tender shall be procured by the contractor. The Corporation is not supplying any material .				

**NOTE 1 :-** The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer in-Charge. On the issue of the form prior to the submission of the tender.

**NOTE 2 :-** Stores to be supplied to contractors for a work free of cost should be mentioned in schedule A in addition to Schedule B and the specification attached to the contract agreement form.

Contractor

No. of Corrections

General Manager (Engg.)

**CHAPTER NO.8****MAHARASHTRASTATE WAREHOUSING CORPORATION****GENERAL INSTRUCTION TO TENDERERS  
COMPETENCY OF TENDERER**

**8.1.1** No contract will be awarded except to responsible bidders capacityable of performing the class of work contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience ability and financial resources to perform the work in a satisfactory manner and within the time stipulated, the contractor may be required to furnish the department with formal sworn statement as to their experience and the financial status.

**8.1.2** The tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water ways and from the site and Works (Whether by water or by land) on or near the site and the building that may be required for temporary purposes in connection with the construction, completion and maintenance of the works, and must make his own enquires as to work yard sites and depots and dumps and as to the acquisition of such additional sites and areas as may be necessary for temporary purposes for constructing, completing and maintaining the works.

**8.2 PAYMENT**

The tenderer must understand clearly that the rates quoted are the completed work and include all costs due to labour, scaffolding, plant, supervision, service, works power transport excluding GST etc. and include all extras to cover the cost of right work if and when- required and no claim for additional payment beyond the prices or rates quotes will be entertained and the tenderer will not be entitled subsequently to make any claim on the ground of misrepresentation. or on the ground that he was supplied with information or given any promise or guarantee by the corporation or by any person (whether a member in the employ of the corporation or not) nor shall any failure on his part to obtain all necessary therein relieve him from any risks or liabilities arising out of, consequent upon, the submission of a tender.

**8.3 ERASURES**

Persons tendering are informed that no erasure or alteration by them in the text of the documents sent herewith will be allowed. Any such erasure or alteration will be disregarded.

**8.4 ACCEPTANCE**

Intimation of acceptance of tender will be given by e-mail or a letter sent by registered post to the address given below the signatures of the tenderer in the tender.

## **8.5 CONTRACTOR'S RESPONSIBILITY**

The contractor's tender in accordance with the specification and contract drawings shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may be arise on account of his insufficient examination of the said specification on drawing shall be in any circumstances be considered.

The contractor shall undertake to do all things and supply all plant materials, supervision and labour which Engineer may consider necessary for the execution of the work under the contractor or which the corporation would have had to undertake, do or supply had they themselves carried out the construction of the work.

## **8.6 INSPECTION OF WORK**

The contractor shall inform the Engineer-in-charge in writing when any portion of work is ready for inspection giving him sufficient notice to enable him to inspect the same without further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing that it has been completed to his satisfaction. No approvals of materials or workmanship, or of the execution shall bind the Engineer of in any way affect his power to reject the work alleged to be completed or suspend the issue of his certificate of completion until such alteration or reconstructions have been effected as shall unable him to certify that the work has been completed to his satisfaction.

## **8.7 INFORMATION REGARDING LABOUR**

The contractor shall submit daily report to the Engineer-in-charge regarding the strength of labour employed by him on work both skilled and unskilled in the prescribed statement as supplied by the Engineer-in-charge from time to time. The Contractor if directed by the Engineer-in-charge shall increase the strength of the labour both skilled unskilled.

## **8.8 PROGRAMME**

The Engineer-in-charge may at any time give direction as to the order and manner in which the several parts of the works shall be carried out and the contractor shall at all times subject to an appeal to the Corporation strictly observe such direction,

## **8.9 INDEMNITY**

The contractor shall indemnify the corporation against all action, suits, claims and demands brought or made against the Corporation in respect of any matter or thing done or admitted or omitted to be done by the contractors in the execution of or in connection with the work of this contract and against any loss or damage to the Corporation in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in the execution of the works relating to this contract.

## **8.10 METHOD FOR CARRYING OUT THE WORK**

The contractor shall furnish for the approval of the Engineer-in-charge a schedule giving the programme of the work giving details of the methods of execution proposed to be adopted. No work shall be carried out by any other method except that approved by the Engineer-in-charge. The Engineer-in-charge may suggest suitable modification in the programme and methods prepared by the contractor. Adoption of any such changes will not entitle the contractor for claiming any extra rate.

## **8.11 DAMAGE BY ACT OF GOD OR ACCIDENTS**

The contractor shall take all precautions against damage by act or acts of God or from accidents. No compensation will be allowed to the contractor for his plant or material lost or damaged. The contractor shall be liable to make good any plant or material of every description belonging to the corporation lost or damaged by floods or from any other cause which is in charge of the contractor.

The corporation will not be liable to pay the contractor for correcting or repairing any damage, which may be suffered from act or acts of God from any other cause to any part of the work during constructions.

## **8.12 TREASURE TROVE**

In the event of discovery by the contractor his employees during the progress of the work of any treasure, fossils, minerals or other articles or things of value or interest the contractor shall give immediate notice thereof to the Engineer-in-charge and forthwith make over to the Engineer-in-charge such treasure or other things, which shall be the property of the corporation.

## **8.13 REPORTS**

The contractor shall furnish to the Engineer-in-charge every week during the progress of the works a classified weekly report of the number of people employed on the work during the week presiding report. The contractor shall also furnish to the Engineer-in-charge (a) A weekly medical report showing the health of the contractors' camp and number of persons ill or incapacitated and the nature of their illness, (b) A report of any accidents which may have occurred within 24 hrs. of its concurrence.

## **8.14 TRESPASS**

The contractor shall at all times be responsible for any damage or trespass committed by his agents and work people in carrying out the work, unless such damage or trespass is authorised by the Engineer-in-charge in writing.

### **8.15 POLICE PROTECTION**

If special protection of his camp of work people is asked for by the contractor, the corporation will arrange for such protection so far as possible with authorities concerned and the full costs of such protection shall be debited and recovered from his bills.

### **8.16 CONTROLLED MATERIAL: (NOT APPLICABLE)**

- (1) The corporation supply controlled material such as steel, cement, etc. required only for the construction of the work in question of the contractors. The rates at which these material will be charged to the contractor and the place where they will be delivered to the contractor have been mentioned in Schedule "A" of the tender form attached in documents.
- (2) As regards other control materials, the Corporation issue only permits to the contractor for the same and cooperates with the contractor in securing the same. All incidentals charges met within procuring these materials shall be borne by the contractor himself.
- (3) The contractor shall submit monthly returns in the prescribed form as to the receipt and actual quantities of the controlled materials supplied and used during the month, to the Engineer-in-charge on the close of every calendar month.
- (4) The contractor shall permit the Engineer-in-charge or his representative to inspect the stock of the controlled material stored by him at any time, whenever, the Engineer in-charge or his representative desires.

### **8.17 PERMIT AND LICENCES**

The contractor shall procure at his own expenses or permit and licenses pay all the charges and fees and give all notices necessary in connection with the lawful prosecution of the work.

### **8.18 PATENTED DEVICES, MATERIALS AND PROCESSES**

Whenever the contractor desires to use any design, device, material, or process converted by LETTER PATENT or copy-right for such use shall be scurried by suitable legal agreement with the patents or owner, and copy of their agreement shall be filed with the Engineer-in-charge.

### **8.19 TEMPORARY QUARTERS**

The contractor shall require to make his own agreement for the housing of his work people during the work.

## **8.20 PLANT**

The contractor must at his own expenses supply sound plant for the whole of the work sufficient to perform the work within the time agreed in contract at his own expenses extend or improve it or keep it is through repair. All unused material and all plants implements not removed by the contractor within two months to the completion date of works, shall become the property of the Corporation and the contractor shall not be entitled to any payment or compensation whatsoever in respect thereof.

## **8.21 EMPLOYMENT OF RESIDENT ENGINEER**

The contractor must employ a skilled and full qualified and authorised Engineer. This Resident Engineer will be considered at any time to be acting for the contractor with full responsibility in every respect

## **8.22 FOREMEN, WATCHMEN AND WORKMEN**

Competent foremen and watchmen shall be employed by the contractor. The Corporation will at all time have right to remove from the work any foremen or watchmen or men who give sufficient reason by their unfitness or by their conduct for complaint.

## **8.23 EXAMINATION OF PLANTS AND LOCATION**

- (1) Statement as to the condition under which the work is to be performed including plants, survey measurement dimensions, calculations, estimates is made solely to furnish a base for comparison, of tenders and the Corporation does not guarantee of its correctness.
- (2) The contractor must satisfy himself by his own investigation and reason regarding all conditions affecting the work to be done and labour and material needed and make his bid in sole reliance thereon.

## **8.24 INSPECTION OF WORK AND MATERIALS**

- (1) The inspection of the work shall not relieve the contractor of any of his obligations to fulfill the terms of the contract as herein prescribed by the plans and the specifications and drawings.
- (2) The contractor shall furnish the Engineer-in-charge or his authorised representative with every reasonable facility and assistance whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications.
- (3) If so directed the contractor shall, at any time, before the acceptance of work reopen the portions of the finished work necessary for inspection. After the inspection the contractor shall restore said portions of the work to the condition required by the specification.

- (4) The contractor shall furnish written information to the Engineer stating the original sources of supply and dates of manufacture of all materials that are manufactured away from the actual site of the work. In order to insure a proper time for required inspection and approval, this information shall be furnished at least two week (or otherwise directed by the Engineer-in-charge) in advance of the incorporation in the work of any such materials.
- (5) An order book shall be maintained on the work and the contractor or his supervisor shall sign the order and instructions given to him by the officer-in-charge and shall carry them out promptly.

### **8.25 SAMPLES AND TESTS**

Tests of material will be made either by the Govt. laboratories or the Maharashtra State Warehousing Corporation or under its direction. The contractor shall furnish such facilities as the Engineer-in-charge may require for collecting and forwarding samples and if so directed shall not make use of or incorporated in the work, any material represented by the samples until tests have been made and the material accepted. The contractor in all cases shall furnish the required samples without any charge, and bear the charge of these tests including the materials and its transports.

### **8.26 SUPPLY OF MATERIALS**

(1) The tenderer must also satisfy himself as to the sources of supply and sufficiently of the different materials referred in the specifications or indicated on the drawings and as to the provision of water for work and must examine and consider all other matters and all possible and probable contingencies and generally must obtain his own information on all matters affecting the construction, completion and maintenance of the work and all matters which may influence him in making his tender and fixing several rates and price therein. He must also obtain from the Corporation statement of the places where it is permitted for him to deposit the material excavated.

(2) The contractor must accept the entire site as he finds it. Any work that may be necessary to carry out the contract must be provided for in his contract price.

### **8.27 APPROVAL OF FOUNDATION**

The foundation concrete shall be laid only after approval of foundation by the General Manager (Engg.).

### **8.28 SETTING OUT**

(1) The contractor shall be responsible for the true and proper setting out of the works and the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith if any time during the progress of the work any error shall appear or arise in the position, levels, dimensions or alignments of any part of the works, the contractor on being required to do so by the Engineer, shall at his own expenses rectify such error to the satisfaction of Engineer unless such error is based on incorrect data supplied its writing by the Engineer or the Engineer's



representative in which case the expense of rectifying the same shall be borne by the Corporation. The checking of any setting out or levels at any time by the Engineer to the Engineer's representative shall not any way relieve the contractor shall carefully protect and preserve all bench marks, site rails, pegs or other things used in setting out the works.

### **8.29 STORAGE OF CEMENT**

(1) The Corporation may supply quantities of cement required for the construction of works as detailed in Schedule 'A' of each Schedule. This shall be kept in clean dry place and protected from condensation and rising damp as directed in Clause 307 of Indian Roads, Congress Draft Code Section III. The Contractor shall remove the damaged cement immediately from the site. The Contractor shall be responsible for such damage which tenders the cement useless in the opinion of the Engineer-in-charge for the construction of the work. No compensation shall be given to the contractor for such damage. From the date of taking over the delivery of cement, the contractor shall be responsible for preserving the same in good order as required by the specifications mentioned above. The damaged and rejected cement shall be immediately destroyed.

(2) In all work there cement is required to be used (either in masonry, pointing, concreting) if shall be used by taking one full bag weighing 1 Cwt. to 1, 2 Cwt. by volume. Volumetric measuring by boxes will not be allowed. Cement bags without seals not be allowed to be used.

### **8.30 ADDITIONAL CONDITIONS BINDING ON THE CONTRACTOR.**

(1) The contractor will have to appoint full time qualified Engineer who will be responsible for day to day supervision and execution of the work strictly accordingly to requirements of Corporation.

The contractor will furnish name of such Engineer with qualification and data of his experience in past.

(2) As regards the interpretation of the specification and details regarding construction, decision of Gen. Manger (Engg.), M.S.W. Corporation, shall be final and will be binding on contractor.

(3) Since the work is of urgent nature, the contractor will see that it is completed in all respects within time limit specified and no extension in time limit will be granted normally.

(4) The contractor will have to make definite arrangements for curing of all items i.e. masonry, plaster, R.C.C. etc. for which he will construct sump well of adequate storage and will provide pump of adequate for lifting water directly on the work.

(5) For all grades of concrete including R.C.C. work normally mechanical mixers should be used. The contractor should also use mechanical vibrator for all R.C.C. items. The General Manager (Engineering) may however allow hand mixing in suitable cases after taking due precautions in this behalf.

- (6) The work should be carried out as per detailed specifications and in workmen like manner. Quality control test will be carried out at the cost of contractor. In order to get rough idea Schedule of quality control test is enclosed. However, General Manger (Engineering) will have discretion to either increase or decrease the number of such tests on reasonable grounds. The necessary improvements will have to be immediately implemented by the contractor to suit the result of such quality tests.
- (7) Cement will not be supplied by the Corporation. However, it is responsibility of the contractor to get cement tested well in time and failure on account of cement quality will be the sole responsibility of the contractor.  
The contractor will also take care that, tested steel is procured and use. The failure on account of quality of steel is a sole responsibility of the contractor.
- (8) At the start of work, contractor will have to construct one independent site office minimum of size 3.00x2.50 m for Maharashtra State Warehousing Corporation site Engineer. At site office, contractor has to provide one steel table, minimum two chairs alongwith one small steel cupboard to keep office record/ drawings. The said site office shall remain in custody of M.S.W.C. till final completion work.
- (9). The agency will have to arrange for one dumpy/ auto level with staff and tripod for survey purpose and the same is to be kept at the site till completion of work.

**CHAPTER NO.9**

**ADDITIONAL CONDITIONS FOR MATERIALS AND OTHERS**

**9.1 CEMENT M. S. /H. Y. S. D. & T.M.T BARS, BITUMEN ETC.  
BROUGHT BY CONTRACTOR**

- (1) All the materials such as Bitumen, Cement etc. shall be procured by the Contractor from approved Government Institutions or as directed by Engineer-in-charge only. The material shall be brought at the site of work well in advance by the contractor.
- (2) The Contractor shall submit periodically as well as on the completion of work, an account of all materials used by him on the work. In addition, a separate register shall be maintained on site for recording daily item wise Bitumen, Cement consumption and also item wise consumption of other materials. This shall be signed daily by Contractor or his representative and authorised representative of the Engineer-in-charge.
- (3) All the materials such as bitumen, Cement etc. shall be procured by the Contractor from approved Government Institutions or as directed by Engineer-in-charge only. The materials from any other source in lieu of the approved Institutions shall be allowed except under written permission from the General Manager(Engg), MSWC Pune. In such case, Certificate for its quality shall be produced by the Contractor and samples of materials shall be tested from any Government Laboratory by the Contractor at his own cost and the test results be supplied to the Department. The materials not confirming to the required standard shall be removed at once from the site of work by the Contractor at his own cost. All the materials such as bitumen, Cement etc. required for use in the work shall be confirming to the concerned I.S. specifications. The Contractor shall get necessary tests carried out to the frequency specified for each material in the specification and submit the test results to the Engineer-in-Charge or his authorised representative. These materials shall be used on work by the Contractor, only if the test thereof is found satisfactory to the results Engineer-in-Charge or his authorised representative. For the purpose of daily testing of material, such as metal, sand, rubble etc. The Contractor shall make his own arrangements to install a well equipped Laboratory at the site of work at his own cost. The Contractor shall employ qualified personnel at the site of work at his own cost. The responsibility of carrying out tests to the frequency specified for each material shall rest with the Contractor. The extract of register shall be submitted to the General Manager(Engg), MSWC Pune with each bill. Copy of register for the entire period shall be submitted along with the final bill.
- (4) The Contractor shall construct at his own cost shed/sheds as per direction of the Engineer-in-charge of the work for storing the materials and provide double locking arrangements. The Store shed such constructed shall be removed on completion of work. The Contractor shall take all necessary steps to guard the Materials brought by him.

- (5) The Contractor shall make his own arrangement for the safe custody of the materials brought by him on site of work.
- (6) The charges for conveying of materials from the place of purchase by the Contractor to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.
- (7) Separate registers shall be maintained by the Contractor on the site for recording detailed item wise Bitumen, Cement and Steel consumption on the work. These registers shall be signed by Contractor or his authorised representative and got signed from the representative of Engineer-in-charge.
- (8) The material required only for this work shall be kept in the godown at site. No material shall be shifted outside of the godown except for the work for which this agreement is entered, without prior approval of the Engineer-in-charge.
- (9) The Contractor shall produce sufficient documentary evidence i.e. bill for the purchase, receipts etc. for the purchase of material brought on the work site at once if so requested by the Department.
- (10) All these material i.e. cement, steel etc. shall be protected from any damages rains etc. by the contractor at his own cost.
- (11) The Contractor will have to erect temporary shed of approved specifications storing of above materials at work site at contractors cost having double lock arrangements (By Double lock it is meant that godown shall always be locked by two locks, one lock being owned & operated by Contractor & other by Engineer-in-charge of his authorized representative & the door shall be openable only after both locks are opened.)
- (12) If required, the weighment of cement bags / steel etc. brought by the contractor shall be carried out by the contractor at his own cost.
- (13) The contractor shall not use cement and other material for the item to be executed outside the scope of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer in charge.
- (14) The Maharashtra State Warehousing Corporation shall not be responsible for the loss in cement, steel etc. during transit to work site. The cement brought by the contractor at the work site store shall mean 50 kg. Equivalent to 0.0347 cubic meters per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary / controlled concrete, if cement is found short, the shortage / shortages will be made good by the contractor at his cost.

- (15) **INDEMNITY** :- The condition regarding indemnity will be applicable in case of material brought by contractor at the site for the execution of the work being executed under this contract.
- (16) In case the material brought by the Contractor become surplus owing to the change in the design of the work the material should be taken back by the Contractor at his own cost after prior permission of Engineer-in-charge.

## **9.2 Arrangement of Materials**

- (1) The Contractor shall make his own arrangement for supply of materials including cement and steel. The Contractor shall be responsible for all transportation and storage of the materials at the site and shall bear all the related costs. The Engineer shall be entitled at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for such inspection or examination as may be required.
- (2) The Contractor shall keep as accurate record of use of materials like bitumen, cement and steel used in the works in a manner prescribed by the Engineer.
- (3) If there is any doubt regarding the material received, the same should be get tested from the Government laboratory at the cost of the Contractor, and if the results are substandard, the material or the work executed with such material will be rejected.
- (4) The day to day record of the receipt /utility/ balance of material should be kept by the Contractor at plant site / site of work / store and same will be checked by the Engineer-in-charge or authorised Engineer at any time.
- (5) The procurement of cement/ steel etc. should be from the authorised manufacturing company and the vouchers regarding purchase thereof shall be submitted to Engineer-in-charge.
- (6) The testing charges shall be entirely borne by the Contractor.

### **9.3 SPECIAL ATTENTION OF CONTRACTOR FOR EXECUTION**

#### **9.3.1 Procurement of Material :**

(1) Department will not supply any material for execution of work such as Cement, Tor Steel etc. The contractor has to arrange the same from his own source. The quality of the material brought to the site by the contractor should be verified through the various tests provided as per relevant Indian Standards at the cost of the contractor.

(2) The contractor shall construct shed/sheds at his own cost and as per direction of Engineer-in-charge for storing the materials brought by him and provide double locking arrangements, one lock shall be in the charge of departmental person and the material shall be taken for use in presence of the departmental person only.

#### **9.4 AUTHORITIES OF THE ENGINEER-IN-CHARGE'S REPRESENTATIVE:-**

- (1) The duties of the representative of the Engineer-in-charge are to watch and supervise the work and to test and examine any material to be used or workmanship employed in connection with the works.
- (2) The Engineer-in-charge may from time to time, in writing delegate to his representative any powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such delegations of powers and authorities. Any written instructions of approval given by the representative of the Engineer-in-charge to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor and the department as though it had been given by the Engineer-in-charge, provided always as follows.
- (3) Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and so order the putting down, removal or breaking up thereof.

#### **9.5 Additional Condition for Material Testing :-**

(1) It is mandatory on the part of Contractor to carry out all the required tests of various construction materials as mentioned in Schedule-'B' of the Tender.

(2) If the contractor fails to submit required Test Results of the various construction materials as mentioned in the items of Schedule-'B', he will be liable to deposit the amount at penal rate of five times of the amount of particular test which he has not carried out. Contractor will be informed by the Engineer-in-charge by letter. On receipt of letter, contractor will have to either deposit the said amount or to carry out the required test within 10 days. If he again failed to carry out the required tests in stipulated time limit, the said tests will be carried out by the department and total expenditure incurred on the testing charges plus five times amount of testing charges will be recovered from the Contractor's bill. As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender Conditions and General Manager(Engg) decision will be final and binding on the Contractor and it cannot be challenged by the Contractor by way of Appeal, Arbitration or in the Court of Law

## **9.6 Sampling of Material :-**

(1) Samples provided to the Engineer or his representative for their retention is to be in the labeled boxes suitable for storage. Materials or workmanship not corresponding in character and quality with approved samples will be rejected by the Engineer or his representative and shall be removed from the site as directed by the Engineer at the Contractor's cost. Samples required for approval and testing must be supplied well in advance by at least 48 hours to allow for testing and approval. Delay to work arising from the late submission of samples will not be acceptable as a reason for delay in the completion of work. For all material brought from outside, the cost of sampling, testing whether in India or outside shall be borne by the contractor.

(2) All materials to be used on work shall be got approved in advance from the Engineer-in-charge and shall pass the test

i) The Contractor shall at his risk and cost make all arrangements and / or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for tests or for analysis at such time and to such place or places as may be directed by the Engineer-in-charge.

ii) The Contractor shall if and when required, submit at his cost the samples of materials to be tested or analysed and if, so directed, shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in-charge. Samples provided to the Engineer in charge for retention purpose are to be in labeled boxes suitable for storage.

iii) The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.

iv) Cost of routine day-to-day quality testing charges for tests required as per specifications will be borne by the contractor by sending the same to the concerned Government Laboratories.

v) Tests shall be carried out at approved Government Laboratories or as directed by Engineer-in-charge and all testing charges shall be borne by the Contractor.

vi) 15% of the rate shall be with held and shall be released only after the receipt of the satisfactory test result wherever specified. Routine test shall mean testing of aggregate for gradation, flakiness index, impact, value and binder content. All other tests shall be carried out by the Contractor at his own cost. However the cost of testing of material as directed by Engineer in charge for approving a particular material will have to be borne by the contractor.

vii) The contractor shall at his own cost arrange to carry out the routine tests of material which are to be used on the work. The tests will have to be carried out either in the field laboratory or in an approval laboratory.

viii) In case of material procured by the contractor / testing as required by the codes and specifications, the same shall be arranged by him at his own cost. Testing shall be done in the presence of an authorized representative of the Engineer in Charge at the nearest laboratory. If additional testing other than as required by specification is ordered the testing charges shall be borne by the department if the test results are satisfactory and by the contractor if the same are not satisfactory .

ix) In case of material supplied by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the test results are satisfactory and by the department if the same are not satisfactory.

The responsibility of assuring the quality of work shall be on the contractor who shall take action as stipulated in standard specification as per " Schedule C "

## **9.7 CEMENT CONCRETE :-**

### **9.7.1. General :-**

a) All concrete shall be controlled concrete and machine mixed, unless otherwise directed by Engineer-in-charge. For controlled or high grade concrete, the grading of aggregates shall be got approved from the Engineer.

b) The correct proportions and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However, such approval does not relieve the Contractor from his responsibility regarding the minimum works strength requirements. Work test shall be taken in accordance with relevant codes and specifications.

All proportioning of aggregates shall be done by weight if so ordered by the Engineer.

c) i) All mixing shall be done by mechanical means in approved mixers. The Engineer may at his discretion, allow in writing hand mixing of concrete for minor items where small quantities are involved but in that case the Contractor shall increase the cement content of the mixture by 10% without any extra cost to the Maharashtra State Warehousing Corporation.

ii) Conventional type mechanical mixer if found necessary for particular item, may be used with permission of Engineer-in-charge

d) The form work used shall be made preferably of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Engineer e.g. lintels, small slabs and beams coping, etc.

e) The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer.



f) The concrete shall be cured only by sweet potable water for full 21 days after the time or the period specified in the detailed specification or as may be directed by Engineer-in-charge.

g) Minimum Cement content of concrete shall be as per prevailing I.S. Code.

### **9.8 SAFETY MEASURES AND AMENITIES:-**

(1) The contractor shall take all necessary precautions for the safety of the works and preserving their health while working in such job as require special protection and precautions. The following are some of the requirements listed, though no exhaustive. The contractor shall also comply with the directions issued by the Engineer in this behalf from time to time and at all times.

(2) **Labour License:** It shall be obligatory on the part of the contractor to obtained the necessary labour license from the labour Department within fortnight of issue of work order.

(3) Providing protective foot wear to works, in situations like mixing and placing of mortar of concrete in quarry and places where the work is done. Under too much of weight condition at also call movement over surfaces infected with distal growth etc.

(4) Providing protective head wear to workers working in quarries etc. to protect them against accidental fall of material from above.

(5) Supporting workman will be given proper beds, reaps, etc. working on any masters, Crain, grapes, hoists, dredged etc.

(6) Taking necessary steps to words training the workers conceded in the use of machinery before, they are allowed to handle it independently and taking all necessary precaution in and around the areas where machine, hoists and seeder with are working.

(7) Providing adequate number of boards (of at all required for playing waters) to prevent of overload and over crowdy.

(8) Providing life belts & helmets to all men working in the situation from where they may accidently fell on ground from height of six to ten meters, equipping the nets with adequate number of life belts & helmets etc.

(9) Avoiding bare live wires etc. as would electrocute workers.

(10) Making all platforms, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.

(11) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocations, dropping and other injuries.

(12) Take all necessary precautions with regard to use of divers.

(13) Providing full length gum boots, leather hand gloves with fire proof apron to cover the chest and back reaching upto knees and protective goggles for the eyes to the labourers working with hot Bitumen handling vibrator in cement concrete and also use of any or all these items is beneficial in the interest of health and well being of the labourers in the opinion of the Engineer.

### **9.9 DAMAGE BY FLOODS OR ACCIDENTS :-**

The Contractor shall take all precautions against damage by floods or like or from accident etc. No compensation will be allowed to the Contractor on this account or for correcting and repairing any such damage to the work during construction. The Contractor shall be liable to make good at his cost any plant or materials belonging to the Government lost or damaged by floods or from any other cause which is in his charge.

### **9.10 MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR :-**

a) The Contractor shall provide an adequate supply of potable water for the use of labourers on work and in Camps.

b) The Contractor shall construct trench or semi permanent latrines for the use of the Labourers. Separate latrines shall be provided for men and women.

c) The Contractor shall build sufficient number of huts on a suitable plot of land for use of the Labourers according to the following specifications.

**9.10.1 Huts / Labour sheds may be constructed if space is available in the premises and away from godown and without obstructing of day to day activities of corporation.** Also open fire is not allowed in the premises.

- (a) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungle, grass or wood should be particularly avoided. Campus should not be established close to large cuttings of earth work. The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be procured, particular attention should be given to the drainage. There should be no overcrowding. Floor space at the rate of 30 Sq.ft. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

The Contractor must find his own land if he wants Government land, he should apply for it. Assessment for it, if made available by Government.

- (b) The Contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes. The Contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose of this waste water in such way as not to cause any nuisance.
- (c) He shall also keep the premises clean by employing sufficient number of sweepers. The Contractor shall engage a medical Officer with a traveling dispensary for a Camp if there is no Government or other private dispensary situated within 8 kilometers from the camp. In case of emergency the Contractor shall arrange at his cost for transport for quick medical help to his sick worker.
- (d) The Contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper should be engaged. The assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be followed by the Contractor.

**9.10.2.** The Contractor shall make arrangements for all ant malaria-measures to be provided for the labours employed on the work. The ant malaria measures shall be provided as directed by the Assistant Director of Public Health.

## **9.11 PAYMENTS AND MEASUREMENTS :-**

### **Submission of bill in electronic form :-**

- (1) As per clause -10 of this B-1 contract, it is responsibility of the contractor submit the bill to the Engineer –In –Charge.
- (2) To discharge this responsibility, the contractor shall submit the bill in electronic form.
- (3) In doing so, he shall use e-copy of tender paper.
- (4) In support of the bill, required measurement, drawings, quality control reports shall be submitted in electronic form.
- (5) The submission of e-bill shall be in the web based format.
- (6) The contractor shall not be paid separately, his offer shall be inclusive of all cost required for submitting bill in e format.
- (7) The cost of procuring, establishment, running, operating and maintaining web based system for submission & approval of bill ,with all instrumentation automation/services required to submit /approval/store in MSWC data base.
- (8) Web connectivity to all locations where bill and its relevant documents required for the bill are being acquired/prepared, transmitted ,processed, stored and retrieve with minimum speed of 2MBPS & 100% availability.
- (9) **The contractor shall put his request to Engineer –In-Charge to get access to the Maharashtra State Warehousing Corporation e-governance web application.**
- (10). All data generated as per this special condition of contract shall be the property of Maharashtra State Warehousing Corporation.
- (11) Maharashtra State Warehousing Corporation has started e-billing system as pilot activity. If there is problem due to technical fault in submitting e-bill

, contractor will have to submit bill in hard copy of Maharashtra State Warehousing Corporation .

- (12) The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding , plant, machinery, supervision, power, Royalties, Octroi, Taxes excluding GST etc. And should also include all expenses to cover the cost of night work if and when required and no claim for additional payment beyond the prices or rates quoted will be entertained.
- (13) Contractor can have copies of the measurements and of the bills paid to him at his own cost and his own responsibility.

### **9.12 PHOTOGRAPHS ( in time stamp app ) :-**

So as to observe the progress of work at different stages of execution of works the contractor shall take out **colored photograph at 3 stages i.e. 1) Before execution 2) During execution 3) After completion of work** Contractor shall take out at least 15 photographs of different location of each sub works at each stage. The photographs will be of post card size same shall be submitted along with the running bill in duplicate. Also , after completion of work, photographs by drone camera shall have to be submitted.

No extra cost shall be paid to the contractor on this account

### **9.13 HANDING OVER THE WORK:-**

All the works and materials before finally taken over by MSWC, will be entire liability of the contractor for guarding ,maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position .The handing over by the contractor & taking over by the MSWC, or his authorized representative will be always in writing of which copies will be submitted to the General Manager(Engg),MSWC, Pune or his authorized representative & the contractor .It is however, understood that before taking over such work ,MSWC, will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this Contract, or as mutually agreed to.

## CHAPTER NO.10

### **10.1 DETAILS OF PRE-ENGINEERED WAREHOUSE BUILDING**

All Tender terms & conditions ,instructions to the contractor , declaration of the contractors, general rules, directions for the guidance for contractors , conditions of contract , general instructions to tenderers competency of tenderer, additional conditions etc mentioned on pages from 1 to 83 also applicable to following points of Pre-Engineered warehouse building.

#### **10.1.1 SCOPE OF WORK**

These special conditions of contract are to be read in conjunction with original conditions contained in contract condition. The scope of work for Pre-Engineered steel building system shall include fabrication of PEB structure as per approved drawing, painting, supply and erection of the structural steel members. metal roof system, **wall claddings above 3.00 Metre from plinth** and accessories, as per drawings and specifications for the completion of the work as per site condition including civil work for foundation, B B masonry , column ,beam frame structure, flooring, filling work and electrification work. In civil work RCC design of footing, column, beam, slabs etc shall be approved by MSWC. The work involves the following major items of work. Detailed scope of work is mentioned in the Technical Specifications. The design of PEB structure, submitted by the bidder, will have to be proof checked from Govt. College of Engineering. Fees of the same will be borne by the successful bidder. Design of PEB structure should sustain the weight of roof solar panels and fire fighting sprinkler system .

Successful bidder has to submit the design & drawings of Foundation i.e R.C.C. Footing, Column, Beam etc. as per schedule B, within 10 days of receipt of Acceptance letter by department.

Structural consultant on MSWC's panel will carry out the proof checking of the design.

#### **10.1.2 PRE-ENGINEERED STEEL BUILDING SYSTEM**

- a) Supply and erection- of Pre-fabricated Pre-Engineered steel building system as per enclosed GAD drawings and specifications supplied by MSWC, Pune.
- b) Bracing system as per approved drawings and specifications.
- c) Roof sheets, wall cladding and canopies above B.B. Masonry wall as per approved drawings and specifications.
- d) Provision of Turbo ventilators as per description, drawings and , specifications
- e) Anchor bolts as per design for foundation of columns.
- f) Painting of all PEB Structural items.
- g) Additional horizontal and vertical members for fixing of Rolling shutters from

inside & Grill rolling shutter from outside of building and for fixing of alluminium windows (V2) .

- h) Canopy 0.15 m for V2 ventilators and Canopy of 3.00 mtr for platform, at Dock leveller etc.
- i) Plinth Height: - 1.20 meter high from made up road level / as decided by Engineer –in-charge.
- j) Eaves gutter and rain water down take pipe should be upto apron level with bend , cage ladder, etc.

#### 10.1.3 - MOBILIZATION ADVANCE

No mobilization advance will be paid.

#### 10.1.4 PAYMENT SCHEDULE

Sr. No.	Payment Stages	% of Payment	Payment pattern
1	I	70%	<p>70% of the total contract value shall be paid on receipt of complete fabricated materials including primary members, secondary members, roof sheeting, wall cladding, &amp; entire accessories at site in good condition with satisfactory test results as specified in the tender documents. Payments shall be released as follows:</p> <p>(a) Against supply of primary &amp; secondary members, including Anchor bolts, frames, purlins, bracings, etc. : <b>50% of contract value</b>. Necessary deductions shall be made as per Contract Conditions</p> <p>(b) Against supply of complete Galvolume sheeting, Ridges, Flashing for roof and wall and all other accessories : <b>20 % of contract value</b> Necessary deductions shall be made as per Contract Conditions.</p> <p>However supply of (a) &amp; (b) should not be staggered by more than one week. Before release of above payment, the contractor has to</p>

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			execute Indemnity Bond for the amount payable by the Corporation non judicial stamp paper of appropriate value to Indemnify the M S W C against any loss due to theft, pilferage, manipulation, damage and other causes. Necessary deductions shall be made as per Contract Conditions
<b>2</b>	<b>II</b>	<b>10%</b>	10 % of the total contract value shall be paid after assembling and erection of Pre-fabricated frames. Necessary deductions shall be made as per Contract Conditions
<b>3</b>	<b>III</b>	<b>10%</b>	10% of the total contract value shall be paid after completion of roof sheeting, wall cladding, bracings, , , Flashing etc. complete. Certificate of Engineer-In-Charge regarding completion of work shall be final and binding on Contractor. Necessary deductions shall be made as per Contract Conditions
<b>4</b>	<b>IV</b>	<b>10%</b>	Balance 10% amount as payable of the contract value shall be paid in final bill. Necessary deductions shall be made as per Contract Conditions. (Bill of Stage-IV shall be treated as Final Bill)

### 10.1.5

In case of any discrepancy arising out of the understanding of the drawings / specification and the interpretation of the clause of the contract, the express decision of Gen. Manager (Engg.) of M S W C shall be final and binding on Contractor.

### 10.1.6

If demanded, the Contractor shall produce proof of purchase of all steel materials and accessories confirming to relevant standards including wall cladding / roof sheeting in the form of invoice of the bills/Vouchers / dispatch

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documents or any other documents applicable in this regard. Also material test reports shall be provided by contractor.

#### 10.1.7

Register for the bills / vouchers / dispatch documents shall be maintained at site by the Contractor which shall be readily available to the Engineer In Charge for inspection.

#### 10.1.8

Any other taxes, levies, as applicable shall be paid by Contractor directly. No claim whatsoever in this regard shall be entertained.

### 10.2 DETAILED BUILDING SPECIFICATION OF PRE- ENGINEERED STEEL BUILDING SYSTEM OF WAREHOUSES

This specification covers the provision of pre engineered building for this project. The scope of work for pre engineered steel building system as defined in the following sections for the manufacture, erection of structural steel system, metal roof system, wall system, trim and accessories as required and as per site conditions.

<b>Type</b>	<b>PRE- ENGINEERED STEEL BUILDING SYSTEM OF WAREHOUSES</b>
<b>Module</b>	Inside clear dimension and these are separate units & adjacent to each other as per enclosed drawing.
<b>Building Width</b>	Inside clear width for storage .i.e. lateral width of inside to inside face of steel columns as per enclosed drawing.
<b>Length</b>	Inside clear length for storage .i.e. longitudinal width of inside to inside face of steel columns (Between inside face of steel columns of gable walls ) as per enclosed drawing. .
<b>Eave height/ Clear Height</b>	12.00 meters clear from foundation base plate level. i.e. The vertical dimension from foundation base plate level to the lowest underside point of the rafter as per enclosed drawing.
<b>Width module</b>	As per clear span without intermediate columns as



	per enclosed drawing.
Roof slope	Minimum 1:10. or as per design criteria.
Main column bay spacing	As per enclosed drawing of steel columns in longitudinal direction of the building.
Gable wall column spacing	As per enclosed drawing
Type of End Frame	Fully loaded Rigid frames (Expandable Frame) as per as per enclosed drawing .
Type of Bracing on roof & wall	Rod bracing or any another type of bracing on roof and wall frames as per design criteria.
Roof Sheeting	As mentioned in Chapter <b>10.3.3.1</b>
Self Drilling Screws (SDS) Fasteners	Mechanically Galvanized washer head self tapping /Drilling fasteners with integral EPDM seals. Self Drilling, Carbon Steel, Case Hardened, Zinc-plated 10-15 microns, Chromate dipped with assembled sealing washer. It is used for attaching panels and trims to girts and purlins, which drill their own holes and eliminate the pre-drilling operation.
Wall Sheeting/ Cladding above 2.85 Metre above plinth level to Eaves level	As mentioned in <b>10.3.3.2</b>
Wall frames	Shall be suitable for proper fitting of aluminum window / Rolling shutter openings as per design
Accessories	Flashing etc. as per as per enclosed drawing or as approved by Engineer-in –charge.
Canopy	An overhanging or projecting roof structure, below the eave level at 3.50meter height from plinth level, supported at one end only. 3.00 meter width for Rolling shutter, Dock leveler over the length of platform on sides of wh. building in culmination of the roof frames /sheeting with the same material as in cladding & same should be colour coated Gal volume sheeting material. Canopy of 0.15 mtr for

	window V2 as per drawing.
Position of Rolling Shutters	As per enclosed drawing. Fixed position of Rolling shutters is mentioned in drawing along with internal clear dimensions.
M.S. ladder	It is highly recommended that a building contains at least one ladder to provide a safe access to the roof for maintenance purposes. Caged Steel standard ladders are made of vertical members (rails) that are shop fabricated from hot rolled angles, channels or flat bars, and rungs that are made from round bars. Ladders are fixed to the secondary members of the walls and roof by clips and fasteners for easy and quick installation. Flat bar rings welded to the ladder rails provide safety as well as strength and rigidity to the ladder. OR as per approved design
Bead Mastic:	A sealant furnished in a continuous roll, normally used for sealing end laps of roof panels.
Blind Rivet	A small headed pin with an expandable shank for joining light gauge metal. Typically used to attach flashing, etc.
Flashing	A sheet metal closure used to provide weather tightness in a structure.
Gable	The triangular portion of the end wall of a building directly under the sloping roof and above the eave height line.
Gable Trim	A flashing designed to close the opening between the roof panels and end wall panels.
Grout	Non-shrinking sand and cement based mixture used under base plates to obtain a uniform bearing surface
<b><u>Step in Eaves Height:</u></b> (Note :- It is applicable where two modules are attached to each other)	The condition where a lower building is attached to a higher building (Height difference varies from 0.30 meter to 0.60 meter) at the end walls, resulting in one building with different eave heights at each

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	end [sometimes called Roof Transition.] is applicable as directed by Engineer in charge.
<b><u>Horizontal Life line System</u></b>	Horizontal life line to protect the workers . This includes erecting and commissioning of rope to avoid the accidents can be prevented by adopting safe method of working at heights like maintenance etc. In such circumstances, TsaF's Life Line systems are next line of safety for fall protection and prevention.

## **ADDITIONAL CONDITION FOR PRE-ENGINEERED STEEL BUILDING SYSTEM OF WAREHOUSES**

### **10.2.1**

**The Bidder will quote the rate on square meter basis for Pre –Engineered Steel Building. Payment will be paid on square meter basis of outside distance of brick work of plinth excluding platform, Dock leveler, Ramp etc. No extra payment shall be made over & above measurements.**

### **10.2.2**

Necessary provision for fixing of electrical conduits and for suspending of luminaries shall be left in the frame as per the instruction of Engineer in charge from inner and outer face of building

### **10.2.3**

Vertical Fascia at gable wall : Not required

### **10.2.4**

Eaves gutter, downspouts pipe  
to wh. bldg and platform : Required –

### **10.2.5**

The building as specified herein shall consist of all steel columns, rafters, bracings, side and top covering, flashing, trim fasteners and all other required accessories.

### **10.2.6**

The eaves height of the building shall be the dimension from the bottom of base plate to the underside of the knee at eaves.

### **10.2.7**

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Roof and walls shall be supported by frames spaced at centre to centre as per enclosed design.

### **10.2.8**

End /partition bay roof and wall sheeting shall be supported by a rigid frame on a load bearing post and beam frame

### **10.2.9**

Dimension of the Warehouse building as mentioned in schedule B may vary marginally. In that case the payment shall be regulated on the basis of rate quoted per square meter with consideration of inside actual clear distance between two columns for length & width.

### **10.2.10**

All materials shall be shop cut and fabricated. No welding is permitted at site unless otherwise permitted by Engineer-In-Charge. Any minor correction at site shall be undertaken with prior approval of Engineer-In-Charge on case to case basis.

## **10.3 MATERIAL SPECIFICATION, DESIGNING CRITERIA OF PRE ENGINEERED STEEL WAREHOUSE BUILDING FOR WAREHOUSE.**

### **10.3.1 PRIMARY MEMBERS**

Primary members for columns & rafters shall be fabricated from, plates having minimum yield strength of 345 Mpa and should confirm to IS 800, IS 2062 Grade E-350 (or) its Equivalent. Primary members of Tubes shall be having minimum yield strength of 310 Mpa and should confirm to I S 4923:1997. Primary members of ISMC & ISMB or as designed shall be having minimum yield strength of 250 Mpa and should confirm to I S 2062:2006 Grade A. The primary members shall be fabricated by continuous shop automated welding using submerged arc welding. Primary members fabricated from plate shall have flanges and webs jointed one side alternate on either side of web by a continuous welding process. All primary members shall have coat of yellow Zinc chromate primer & having minimum thickness is of 6 millimeters.

### **10.3.2 SECONDARY MEMBERS**

The secondary members consist of Z & C Sections, Roof Purlins, and eaves struts etc shall be of Cold formed G. I. Finish steel having minimum thickness of 1.60 mm & minimum yield strength of 340 Mpa and should conform to IS 2062. Or ASTM A 570 Grade 50 (or) Equivalent. Zinc coating shall be minimum of 120 GSM.

All other secondary steel members (Wind columns, Base angles, Angles, Clips, Brace Rods, Gable angles, Flange stays and other misc items) will be cleaned and painted at factory with the paint same as primary steel paint.

### **10.3.3 SHEETING**

#### **10.3.3.1 ROOF PANEL**

Providing and fixing Factory Roll formed CLIP-LOCK colour coated Zincalume AZ150 (Min 150 gms/Sq.mt. total on both sides) profiled sheets for roofing. The feed material is manufactured out of nominal 0.45 mm Base Metal Thickness (BMT) (0.5mmTCT), Hi-strength steel with min 550MPa yield strength, metallic hot dip coated with Aluminum-Zinc alloy (55% aluminum 43.4 % zinc 1.6% silicon) with Super Durable Polyester exterior paint (SDP) coat. The paint shall have a total coating thickness of nominal 35um, comprising of nominal 25um exterior coat on top surface & nominal 10um reverse coat on back surfaces. The profile sheet shall have concealed system profile sheet of nominal 700 mm effective cover width, 43 mm crest depth at nominal pitch of 233 mm . The profile sheet shall be fixed over specially designed concealed fixing clip KL-70 type/ equivalent manufactured from hi-tensile Aluminum-Zinc alloy or ZINCALUME® steel base and galvanized hooks as per manufacturers recommendation and approved by concern authority, The clip KL-70/ equivalent shall be fastened with min. 40µm Zinc coated /min. 25µm Zinc-Tin alloy coated, Hex head, self-drilling screw fasteners of approved make manufactured. The end rib shall be designed for anti capillary groove & return leg. The feed material should have coil manufacturers product details marked at regular interval confirming genuineness of the material. The LOK-KLIP™ system or equivalent to be provided between over lapping sheets of CLIP-LOCK . The LOK-KLIP™ system or equivalent comprises a fully engineered ZINCALUME® steel bracket and a custom shaped weather resistant polyethylene foam weather strip. The LOK-KLIP™ bracket or equivalent ,

replicates the role of a standard concealed fix bracket and is secured to the ribs etc complete. Roof panels shall be lapped at ends not less than 150 millimeter with laps occurring over purlins and shall be sealed with sealant.

### **10.3.3.2 WALL PANEL**

Providing and fixing Colour coated Zincalume ( R ) AZ150 ( min 150 grams/square meter total on both side ) profiled sheets for wall panel. The feed material is manufactured out of nominal 0.45 millimeters Base Metal Thickness ( BMT ) 0.5 millimeter TCT (Total Coated Thickness) ), high strength steel with min.550 Megapascal yield strength, metallic hot dip coated with Aluminium-Zinc alloy (55% aluminium 43.4% zinc 1.6% silicon) with Regular modified polyester paint coat . The paint shall have a total coating thickness of nominal 35 microns, comprising of nominal 25 microns exterior coat on top surface and nominal 10 microns reverse coat on back surface. Profile sheet shall have nominal 950-1050 millimeters effective cover width and nominal 25-30 millimeters deep ribs with suitable square fluting in the five pans at nominal 180-250 millimeters Centre-to-center. The end rib shall be designed for anti-capillary groove. & return leg. Zincalume profiled sheets shall have marking at regular interval regarding coil manufacturer's product details. Including fasteners with minimum fastened with minimum 25 microns Zinc-Tin alloy coated, hex head, self-drilling screw etc. complete.

All panels can be shipped in any length up to 12.00M or as required. Roof panels shall be lapped at ends not less than 150 millimeter with laps occurring over purlins and shall be sealed with sealant.

### **10.3.4 ANCHOR BOLTS**

Anchor bolts shall be as per ASTM A 36 (or) its equivalent with one coat of red oxide or as per approved design.

### **10.3.5 CONNECTING BOLTS**

Connecting bolts shall be as per DIN 933 grade 4.6 (or) its equivalent with or as per approved design.

### **10.3.6 CONNECTIONS:**

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### **10.3.6.1 SITE CONNECTIONS**

(a) All primary bolted connections shall be furnished with galvanised high strength bolts Conforming to specifications of IS: 3757 Grade. 8.8, S & 1367 or ASTM-A325.

(b) All secondary bolted connections shall be furnished with machine bolts conforming to the specifications of Gr. 4. IS: 2367 or ASTM -A307.

### **10.3.6.2 SHOP CONNECTIONS**

All shop connections shall be welded using submerged arc process and welding shall be in accordance with IS standards / .A WS D 1198 as applicable.

### **10.3.7 ROOF & WALL BRACINGS**

Roof bracings shall have yield strength of 250 Mpa and shall conform to tile specification of relevant IS code or ASTM - A36 or ASTM-A570.

### **10.3.8 PAINTING OF STRUCTURAL MEMBERS**

All primary members shall be cleaned by wire brushing to remove dirt, grease, oil and loose scales and given one shop coat of zinc' chromate yellow primer and shall have three coats of synthetic enamel paint of approved brand and colour.

Secondary members such as Wind columns, Base angles, Angle, Clips, Brace Rod, Gable angles, Flange stays and other misc items shall be cleaned by wire brushing to remove dirt, grease, oil and loose scales and given one shop coat of zinc' chromate yellow primer and shall have three coats of synthetic enamel paint of approved brand and colour. The secondary members consist of Roof Purlins, wall girts and eaves strut. These shall be of Cold formed G. I. Finish

### **10.3.9 SHEETING FASTENERS**

Standard fasteners shall be No. 14, Type A, self tapping sheet metal screws with metal and neoprene, washers which conform to American Standards Association specifications. All screws shall have hex heads, be colour coated to match roof or wall panels and shall be zinc plated steel.

### **10.3.10 RIDGE CAPACITYS**

A formed panel of the same material as that of roof sheeting was matching the materials colour slope and profile adjoining rib roof panels shall be provided of required width.

### **10.3.11 FLASHING AND TRIM & SPECIALS**

#### **10.3.11.1**

panel at eaves for full length of the building made out of Regular modified polyester paint coated Galvalume steel substrates shall be provided with suitable flashing at the end of the canopy.

#### **10.3.11.2**

Flashing matching to wall claddings materials shall be provided at the junction / termination edges of sheeting, vertical corners, barge-roof to wall cladding etc. to ensure neat finish.

### **10.3.12 DESIGN CODES & MINIMUM REQUIREMENTS**

#### **10.3.12.1**

The steel plates used should not be less than 6.00 mm for primary framing including columns, rafters and wall framing & as per enclosed drawing.

##### **10.3.12.1.1**

Columns should be either pin based as per most economical design.

**10.3.12.1.2** Vertical / horizontal deflections of main frames is as per the latest code.

10.3.12.1.3 Minimum sheet thickness to be used for Z/C cold formed sections shall not be less than 1.60mm and minimum lap at columns/rafters connection shall be 375 millimeter & minimum Zinc Coating shall be Z120 GSM.

#### **10.3.12.4**

All welding shall be done in accordance with the practices of relevant A WS / IS codes. All welders shall be qualified for the type of welds performed and the welding will be done using automated sub-merge arc welding machine.

#### **10.3.12.5**



The building should be estimated and quoted and included as per enclosed all the Tender drawings and all the Annexure strictly following the dimensions for bay spacing and clear heights.

#### **10.3.12.6**

Minimum steel plate thickness and minimum yield strengths as per design must be followed as mandatory guideline. Thickness and yield stresses higher than mentioned above are permitted without giving any consideration to extra cost involved whatsoever

#### **10.3.13 DRAWING AND DESIGN**

Erection drawings shall be provided for assembly of building structure complete with anchor bolts, setting plans, roof plans, cross-sections, elevations and framing details with part marks clearly shown.

#### **10.4 MANDATORY TESTS FOR PRE-ENGINEERED STEEL SYSTEM**

##### **10.4.1**

Necessary laboratory tests for all components of Pre-Engineered building system like primary members secondary members, roofing sheets, wall cladding etc. have to be carried out by the tenderer in the presence of M S W C field Engineers .while executing the work and also before the dispatch of materials to the work site, in his own laboratory maintained at his factory, to conduct quality control test as per relevant standards/specifications. If laboratory tests are not arranged at contractors laboratory, the same shall be got tested from outside laboratory recommend by MSWC at the cost of the contractor.

##### **10.4.2**

The testing charges for all Pre-Engineered steel members shall be borne by the contractor including cost of samples as well as transportation of the same up to testing laboratory.

## 10.5 DEFINITIONS OF STANDARD ABBREVIATIONS AND SYMBOLS AND STANDARDS CODES, SPECIFICATIONS

Sr.No.	Symbol	Definition
1	kN/m <sup>2</sup>	Kilo Newton per square meter
2	gms/ sq. mt	Gram per Square Meter
3	M.T.	Metric ton
4	MIN. (min.)	Minimum
5	mm	Millimeter
6	AISC	American Institute of Steel Construction
7	ASTM	American Society for Testing and Materials
8	AWS	American Welding Society
9	DIN	Deutsches Institute für Normung. (German Institute for Standardization)
10	Mpa	Mega Pascal (Strength measuring unit)
11	Um	Micron
12	Girth	Secondary horizontal member attached to main column
13	EPDM	(Ethylene propylene diene monomer)
14	GSM	Grams per Square Meter
15	IS	Indian Standard
16	I.I.T	Indian Institute of Technology
17	PEB	Pre Engineered Steel Building
18	PWD	Public Works Department
19	AZ	Aluminium-Zinc alloy (Zincalume )
20	MSWC	Maharashtra State Warehousing Corporation
21	TCT	Total Coated Thickness
22	Z120 GSM	In SI units (as per ASTM A 653/A 653M with steel base), the comparable coating mass designations for galvanized sheet are, 120 Gram per Square Meter:
23	( R )	Metal roofing can also be effectively insulated to create air spaces which provide optimal 'R' values (thermal efficiency and internal comfort, plus energy savings!)
24	Engineer-in-charge	Means General Manager (Engineering)
25	ISMB	Indian Standard Medium Beam
26	ISMC	Indian Standard Medium Channel
27	Dia.	Diameter
28	C.M.	Cement Mortar
29	G.I.	Galvanized Iron
30	B.B. Masonry	Brunt Brick Masonry
31	R.C.C	Reinforced cement Concrete
32	TMT.	Thermo mechanically Treated bars

**10.6 Procedure of Debarring / blacklisting agencies of construction works in MSW Corporation.**

**(I) The procedure of debarring in the following events that construction agency is proposed to be debarred.**

- 1) Non following the guidelines framed for registration.
- 2) Submission of false fabricated /forged documents for construction in tender.
- 3) Misbehavior / III treatment to departmental officials during tendering process / execution of work.
- 4) Not attaining required quality of work.
- 5) Inordinate delay in construction of work resulting loss to MSWC.
- 6) Non execution of work as per terms & condition of contract.

A show cause notice will be issued to the agency seeking his explanation for the lapses committed by him. His explanation will be expected within 15 days from the issue of letter. In case his explanation is not found satisfactory, decision of debarring agency for one year to three year, depending upon the intensity of lapses, will be taken. Even after debarring, agency will be allowed to complete his ongoing works, unless otherwise rescinded by competent authority on grounds of breach conditions of contract. The letter of debarring to agency will be published on website.

**II) Procedure of blacklisting of agency – The agency be blacklisted on following grounds.**

1. Submission of false/ fabricated /forged documents for consideration of a tender.
2. Involvement in any sort of tender fixing.
3. Persistent and intentional violation of important conditions of contract.
4. Constant non-achievement of milestone on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
5. Misbehavior /threatening of departmental & supervisory officers during execution of work/ tendering process.
6. Security consideration of the state i.e., any action that jeopardizes the security of the state.

A show cause notice will be issued to the agency seeking his explanation for the lapses committed by him. His explanation will be expected within 15 days from the issue of letter. In case his explanation is not found satisfactory to the C & M.D. decision of blacklisting agency for three years to Ten years depending upon the intensity of lapses, will be taken. The letter of blacklisting to agency will be published on website.

After issue of the order of blacklisting of said contractor. Corporation shall intimate to registering authority also regarding same and it will be published in the website of Corporation. Here also agency will be allowed to complete all his ongoing works, unless otherwise rescinded on the grounds of breach of conditions of contract.

- A) The names of partners and allied concerns of the blacklisted contractors shall also be communicated to all concerned, Care shall be taken to see that, the contractor blacklisting and his partners do not transact any business with MSWC under a different name or title.
- B) Once the blacklisting order is issued it shall not be revoked ordinarily unless.
  - i) On review in later date, the C & M.D. is of the opinion that there is sufficient justification to revoke the order of blacklisting, or
  - ii) In respect of the same offense, the accused has been honorably acquitted by court of law.

**विषय :- शासकीय बांधकामांमध्ये कृत्रिम वाळू (Crushed Sand / Artificial Sand) चा वापर करणेबाबत.....**

- संदर्भ :-** १) शासन परिपत्रक क्र. संकीर्ण-२००९/प्र. क्र. १०/रस्ते-१, दिनांक २३/७/२००९.  
२) या कार्यालयाचे परिपत्रक जा. क्र. का-२/नियोजन/१५०४/२०१३, दि. ८/३/२०१३.

सार्वजनिक बांधकाम विभागामार्फत मोठ्या प्रमाणात शासकीय इमारतींची बांधकामे तसेच रस्ते व पुलांची बांधकामे हाती घेण्यात येतात. सदर बांधकामातील काँक्रीटच्या बाबींचे परिमाणेही खुप जास्त असतात. त्यामुळे काँक्रीटच्या घटक भागाचे म्हणजेच या प्रकरणी मुख्यत्वे वाळूच्या मागणीमध्ये प्रचंड प्रमाणात वाढ झाली आहे. बांधकामांसाठी लागणाऱ्या वाळूची मागणी ही उपलब्ध नैसर्गिक वाळूच्या व्यस्त प्रमाणात वाढते आहे. परिणामी वाळूचे बेकायदा उत्खनन वाढून नदी व नाल्यांच्या नैसर्गिक प्रवाहात बाधा पाहोचविण्याचे प्रकार वाढले आहेत. अशा परिस्थितीत नैसर्गिक वाळूचा बांधकामातील वापर कमी करून त्याऐवजी कृत्रिम वाळूचा वापर वाढविणे क्रमप्राप्त असून काळाची गरज आहे.

शासनाच्या दिनांक २३/७/२००९ रोजीच्या परिपत्रकामध्ये कृत्रिम वाळूच्या वापराच्या अनुषंगाने मार्गदर्शक सुचना निर्गमित केल्या आहेत. त्यास अनुसरून या कार्यालयाच्या दिनांक ८/३/२०१३ रोजीच्या परिपत्रकामध्ये क्षेत्रिय कार्यालयांसाठी मार्गदर्शक सुचना निर्गमित केल्या आहेत.

तथापी आता क्षेत्रिय स्तरावर उपलब्ध यंत्रसामुग्री, त्या अनुषंगाने उपलब्ध होऊ शकणारी कृत्रिम वाळू व त्याची गुणवत्ता विषयक मानके तसेच कृत्रिम वाळूच्या वापरासंदर्भात दक्षता व गुणनियंत्रण मंडळाकडून प्राप्त झालेले अभिप्राय इत्यादींचा विचार करता, नव्याने प्रस्तावित शासकीय बांधकामांमध्ये कृत्रिम वाळूच्या वापरासंदर्भात नव्याने मार्गदर्शक सुचना निर्गमित करणे आवश्यक झाले आहे.

उपरोक्त अनुषंगाने शासकीय बांधकामांमध्ये नैसर्गिक वाळू ऐवजी १०० % कृत्रिम वाळू (Crushed Sand / Artificial Sand) वापरण्यास या परिपत्रकान्वये परवानगी देण्यात येत असून, त्याप्रमाणे कृत्रिम वाळू वापरतांना खालील नमुद अटींचे पालन होणे अनिवार्य आहे.

१. बांधकामसाठी वापरात येणारी कृत्रिम वाळू ही IS ३८३ : २०१६ मधील खंड ३.१.२ मध्ये नमुद कृत्रिम वाळूच्या व्याख्येनुसार Automatic Vertical Shaft Impactor या मशिनमधून चांगल्या प्रतीच्या खाणीचा दगड भरडून उत्पादित केलेली असावी.
२. संबंधीत क्षेत्रिय अधिकारी यांनी प्रचलित IS Code ३८३ - २०१६ मधील तक्ता क्र. ९ मध्ये नमुद केलेप्रमाणे fine aggregate चे स्विकृती बाबतच्या ग्रेडींग झोन नुसार वर्गीकरण करून व तशा पध्दतीच्या तपासण्या प्रत्यक्ष बांधकामाच्या जागेवर घेतल्यानंतरच कृत्रिम वाळू वापरण्यास परवानगी देण्यात यावी.
३. बांधकाम सुरू करण्यापुर्वी कृत्रिम वाळूच्या स्रोतास (Source of crushed sand/Artificial Sand) कार्यकारी अभियंता यांनी लिखित स्वरूपात मान्यता देणे बंधनकारक राहिल.
४. कृत्रिम वाळूचा वापर करणेपुर्वी अन्य आवश्यक चाचण्यांसह काँक्रीटकरीता चे Mix Design शासकीय प्रयोगशाळेतूनच करून घेणे अनिवार्य राहिल.
५. Prestressed Concrete च्या बाबींमध्ये कृत्रिम वाळूचा वापर करण्यात येऊ नये.

६. कृत्रिम वाळूचा वापर बांधकामामध्ये करतांना कृत्रिम वाळूच्या वापराबाबतचे विनिर्देश सोबत Annexure I स्वतंत्रपणे या परिपत्रकासोबत जोडण्यात येत आहेत. त्यानुसार त्या कामाच्या निविदेमध्ये Additional General Specification चा अंतर्भाव करण्यात यावा.
८. सद्यस्थितीत प्रगतीपथावर असलेल्या बांधकामांमध्ये कृत्रिम वाळूचा वापर करणे अनिवार्य झाल्यास या बाबत तांत्रिक मान्यता प्रदान करणाऱ्या प्राधिकारी यांना अवगत करण्यात यावे.
९. कृत्रिम वाळूचा वापराबाबत वरील नमुद १ ते ६ अटींचे तंतोतंत पालन करण्यात यावे. तसेच कृत्रिम वाळू वापरल्यास आरसीसी कामास विहित प्रमाणापेक्षा जास्त सिमेंट लागल्यास त्याकरीता संबंधीत ठेकेदारास अतिरिक्त मोबदला देण्यात येणार नाही.
१०. नैसर्गिक वाळू ऐवजी कृत्रिम वाळूचा वापर ज्या बाबींसाठी प्रस्तावित करण्यात येईल अशा बाबींसाठीच्या कमी दराबाबत अंदाजपत्रकानुसार दोन्ही साहित्यांच्या बेसिक दर व साहित्यांचे वाहतुकीचे अंतर विचारत घेऊन संबंधित क्षेत्रिय अधिकारी यांनी उचित कार्यवाही करावी. तसेच कामांवर होणाऱ्या एकंदर खर्च विहित मर्यादेपेक्षा जास्त होणार नाही याची दक्षत संबंधीत क्षेत्रिय अधिकारी यांनी घेण्यात यावी.

**Additional Specifications for use of VSI Crushed Sand/ Artificial Sand / Fine Aggregates.**

1. VSI Crushed Sand/ Artificially manufactured sand/ Fine aggregates hereinafter referred to as " Crushed Sand " shall be as defined under Clause 3.1.2 of Indian Standard 383-2016.
2. The properties of " Crushed Sand " shall conform to the provisions of Indian Standard 383-2016.
3. The " Crushed Sand " shall be free of dust and other Deleterious material.
4. The " Crushed Sand " shall be manufactured using " Automatic Vertical Shaft Impactor " type Crusher only.
5. The quantity of Microfines (Particles below 75 microns) in " Crushed Sand " shall not be more than seven percent.
6. The Contractor Shall intimate the Engineer in Charge regarding the source of supply of " Crushed Sand ". The source of supply of " Crushed Sand " shall be got approved by the Executive Engineer (Engineer in Charge) prior to the start of work.
7. Each load of " Crushed Sand " whenever brought on site shall be tested for " Fineness Modulus. Fineness modulus shall be within permissible limits. If it doesn't fall within acceptable limits, it shall be rejected.
8. The Test of Compressive strength of concrete / Mortar using " Crushed Sand " shall be carried out in presence of MSWC,Pune Engineer as given below
  - a) 100 percent cube testing in presence of Junior / Asst./ Sectional Engineer.
  - b) 25 percent cube testing in presence of sub divisional Engineer.
  - c) 5 percent cube testing in presence of Executive Engineer. (Engineer in charge.)
9. The flakiness index and elongation index tests shall be within permissible limits.
10. The Concrete mix design for each grade of concrete using " Crushed Sand " shall be carried out only in Government Quality Control Laboratory and the same Mix design shall be adopted.
11. As far as possible freshly produced " Crushed Sand " shall be used stored " Crushed Sand " shall not be used.
12. For plastering purpose, if the use of " Crushed Sand " is proposed, it shall be used with addition of super plasticizers at the rate of 100 millilitres per bag of cement without any extra cost to Government.
13. The following tests shall be carried out for the use of " Crushed Sand ".

Contractor

No. of Corrections

General Manager (Engg.)

- a) Sieve analysis
  - b) Specific Gravity
  - c) Water absorption
  - d) Bulk density
  - e) Alkali aggregate reaction
  - f) Soundness
  - g) Deleterious Material
  - h) Organic impurities
  - i) Micro fines Content
  - j) Test for Silt and Clay
  - k) Fineness modulus tests.
14. Necessary Bond regarding the use of " Crushed Sand " shall be submitted by the Contractor clearly stating that, if any defects are observed during execution and in defect liability period, the same shall be rectified at his own risk and cost.
- 15 Grading zone I and II mentioned under clause 6.3 table 9 of aggregates in IS383:2016 shall only be used for concreting.
16. " Manufactured aggregates " shall not be used for per stressed concrete works.

**Schedule -B and Specifications****Notes:**

1. All the quantities shown in Schedule -'B' are approximate and are likely to vary at the time of actual execution, as such no claims on this account shall be entertained.
2. All the rates are inclusive of all leads and lifts, labour and material involved for completed items and site clearance.
3. The rates are inclusive of all taxes, octroi except royalty charges and GST.
4. The work shall be carried out as per the instructions / orders and to the entire satisfaction of the Engineer-in-charge.
5. The detailed specifications are as per Standard Specification Book Volume-I, Edition 1979 and Volume-II Edition 1981 published by the Government of Maharashtra in Public Works MSWC,Pune and Specifications for Building / Road and Bridge Works published by the Ministry of Road Transport and Highways 2001 Edition.
6. In case of detailed specification, all other specifications not quoted but quoted in Standard Specifications Book as Part-3 are also applicable as and where necessary, even if such specification numbers are not mentioned . For any points not covered by the specifications given in the Specification Book or given as additional specification for respective items, the instructions of the General Manager (Engg) are final and binding on Contractor.