MAHARASHTRA FISHERIES DEVELOPMENT CORPORATION LTD., MUMBAI

E-TENDER

B-1 TENDER FORM

OFFICE OF THE
MANAGING DIRECTOR,
MAHARASHTRA FISHERIES DEVELOPMENT CORPORATION LTD
MUMBAI

NAME OF WORK

PROVIDING INFRASTRUCTURAL FACILITY TO FISHERMEN OF
FISH LANDING CENTER AT VARIOUS PLACES IN MAHARASHTRA
INDEX

NAME OF WORK: PROVIDING INFRASTRUCTURAL FACILITY TO FISHERMEN OF FISH LANDING CENTER AT VARIOUS PLACES IN MAHARASHTRA

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<td>Schedule “B”</td>
<td></td>
</tr>
</tbody>
</table>
TENDER NOTICE
MAHARASHTRA FISHERIES DEVELOPMENT CORPORATION LTD

INVITATION FOR TENDERERS

BRIEF TENDER NOTICE

Name of Work - PROVIDING INFRASTRUCTURAL FACILITY TO FISHERMEN OF FISH LANDING CENTER AT VARIOUS PLACES IN MAHARASHTRA

Online percentage rate tenders in 'B-1' Form are invited by the Managing Director, Maharashtra Fisheries Development Corporation, 3rd Floor, NKM International House, Behind LIC(Yogakshem)Bldg., Babubhai M. Chinoy Marg, Mumbai 400021, for the following works from Contractors registered in appropriate class of the Public Works Department of Maharashtra State. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Estimated Cost (Rupees)</th>
<th>Earnest Money (Rupees)</th>
<th>Security Deposit (Rupees)</th>
<th>Class of Contractor</th>
<th>Time limit in Tender (Calendar Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Providing Infrastructural facility to Fishermen of Fish Landing center at Gavan: Tal-Uran, Dist-Raigad, Hanuman-Koliwada: Tal-Uran, Dist-Raigad, Kelavne: Tal-Panvel, Dist-Raigad, KombadBhuje: Tal-Uran, Dist-Raigad, Navaha: Tal-Uran, Dist-Raigad</td>
<td>1,49,51,820.00</td>
<td>1,49,518.00</td>
<td>2,99,036.00</td>
<td>Class IV and above</td>
<td>3 (Three) Months (including monsoon)</td>
</tr>
</tbody>
</table>
The details can be viewed online and downloaded directly from the Govt. of Maharashtra eTendering portal [https://adf.maharashtra.etenders.in](https://adf.maharashtra.etenders.in) from 04/02/2019 at 17:01 Hours (IST) Onwards

The right to reject any or all tenders without assigning any reason is reserved.

Sd/-

Managing Director,
Maharashtra Fisheries Development Corporation, Mumbai
DISCLAIMER

1. Detailed Time Table for the various activities to be performed in e-tendering process by the Tenderer for quoting their offer is given in this Tender 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 up to date and running smoothly 24 x 7 by the Government and the Service Provider. However Government takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.

3. In that event Maharashtra Fisheries Development 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 Fisheries Development 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. Contractors must get done all the e-tendering activities well in advance.
e-Tendering Procedure
**Notices Details**

<table>
<thead>
<tr>
<th>Tender Reference no.</th>
<th>01/2019/02</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Work / Item</strong></td>
<td>Providing Infrastructural facility to Fishermen of Fish Landing center at Gavan: Tal-Uran, Dist- Raigad, Hanuman- Koliwada: Tal-Uran, Dist- Raigad, KelaVne:-Tal-Panvel, Dist- Raigad, KombadBhuje: Tal-Uran, Dist- Raigad, Navaha:- Tal-Uran, Dist- Raigad</td>
</tr>
<tr>
<td>Estimated Cost to the Tender</td>
<td>1,49,51,820.00 One crore fortynine lacks fiftyone thousand eight hundred and twenty.</td>
</tr>
<tr>
<td>Cost of blank tender document &amp; Mode of Payment</td>
<td>Rs.1000 + GST 18% (Rupees One Thousand + GST Eighteen Percent Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.</td>
</tr>
<tr>
<td>EMD Amount &amp; Mode of Payment</td>
<td>Rs.1,49,518.00 (Rupees One Lakh fortynine thousand five hundred and eighteen Only) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.</td>
</tr>
<tr>
<td>Date, Time and Place of Pre Bid Meeting (if applicable)</td>
<td>_______________</td>
</tr>
<tr>
<td>Venue of online opening of tender</td>
<td>Maharashtra Fisheries Development Corporation Ltd.</td>
</tr>
<tr>
<td>Address for Communication</td>
<td>3rd Floor, N.K.M International House, Behind LIC(yogakshame)Bldg., Babubhai M. Chinai Marg, Mumbai-400020</td>
</tr>
<tr>
<td>Contact Telephone &amp; Fax Numbers</td>
<td>(022)22026014/22025022</td>
</tr>
</tbody>
</table>
| e-Tendering Helpline Support: | **Telephone:** 020 – 253 155 55 Ext: 1  
**Email:** support.gom@nextenders.com |

Signature of Contractor No. of Corrections Executive Engineer Maharashtra Fisheries Development Corporation
**e-TENDER TIME SCHEDULE**

**Please Note:** All bid related activities (Process) like Tender Document Download, Bid Preparation, and Bid Submission will be governed by the time schedule given under Key Dates below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activity</th>
<th>Performed by</th>
<th>Start Date</th>
<th>Start Time</th>
<th>Expiry Date</th>
<th>Expiry Time</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Release</td>
<td>Department</td>
<td>04-02-2019</td>
<td>11.00</td>
<td>04-02-2019</td>
<td>17.00</td>
<td>----</td>
</tr>
<tr>
<td>2</td>
<td>Tender Download</td>
<td>Bidders</td>
<td>04-02-2019</td>
<td>17.01</td>
<td>19-02-2019</td>
<td>17.00</td>
<td>15 Day(s)</td>
</tr>
<tr>
<td>3</td>
<td>Bid Preparation</td>
<td>Bidders</td>
<td>04-02-2019</td>
<td>17.01</td>
<td>19-02-2019</td>
<td>17.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Technical Bid Closing</td>
<td>Department</td>
<td>19-02-2019</td>
<td>17.01</td>
<td>21-02-2019</td>
<td>17.00</td>
<td>02 Day(s)</td>
</tr>
<tr>
<td>5</td>
<td>Price Bid Closing</td>
<td>Department</td>
<td>19-02-2019</td>
<td>17.01</td>
<td>21-02-2019</td>
<td>17.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Bid Submission</td>
<td>Bidders</td>
<td>21-02-2019</td>
<td>17.01</td>
<td>23-02-2019</td>
<td>17.00</td>
<td>02 Day(s)</td>
</tr>
<tr>
<td>7</td>
<td>Technical Bid Opening</td>
<td>Department</td>
<td>25-02-2019</td>
<td>11.00</td>
<td>26-02-2019</td>
<td>17.00</td>
<td>02 Day(s)</td>
</tr>
<tr>
<td>8</td>
<td>Price Bid Opening</td>
<td>Department</td>
<td>25-02-2019</td>
<td>11.00</td>
<td>26-02-2019</td>
<td>17.00</td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS:

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance.

To view Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra: https://adf.maharashtra.etenders.in

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on https://adf.maharashtra.etenders.in

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual’s Digital e-Token.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of Tender Document through online modes of payment such as Net Banking, Debit Card and Credit Card during Tender Document Download stage. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation stage. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. 1092/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering Online Bid Submission stage of the tender schedule.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: 020 – 253 155 55 (Pune Helpline), Email: support.gom@nextenders.com

<table>
<thead>
<tr>
<th>Signature of Contractor</th>
<th>No. of Corrections</th>
<th>Executive Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maharshtra Fisheries Development Corporation</td>
</tr>
</tbody>
</table>
For a bidder, online bidding process consists of following 3 stages:

1. Online Tender Document Purchase and Download
2. Online Bid Preparation
3. Online Bid Submission

All of 3 stages are mandatory in order for bidders to successfully complete Online Bidding Process.

**TENDER DOCUMENT PURCHASE AND DOWNLOAD:**

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website [https://adf.maharashtra.etenders.in](https://adf.maharashtra.etenders.in). Tender document and supporting documents may be purchased and downloaded from following link of Maharashtra Fisheries Development Corporation Ltd. on e-Tendering website of Government of Maharashtra, [https://adf.maharashtra.etenders.in](https://adf.maharashtra.etenders.in) by making payment through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder proceed further for next stage resulting in his/her elimination from Online Bidding Process.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

The Tender form will be available online only. Tender forms will not be sold / issued manually from Maharashtra Fisheries Development Corporation Ltd. office

The bidders are required to download the tender document within the pre-scribed date & time mentioned in online tender schedule. After expiry of the date and time for tender document download, Department / Corporation will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Department / Corporation. In such case the cost of the tender paid by the bidders will not be refunded.
PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

EARNEST MONEY DEPOSIT (EMD)

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected.
In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work/item in respective online envelopes.

**TECHNICAL BID**

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded during Online Bid Preparation stage.

The list of documents for Technical Envelope is as follows:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>List of Documents</th>
<th>Compulsory / Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registration in appropriate class with PWD.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>G.S.T Registration.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Online purchase receipt of Tender Form.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>EMD paid Receipt.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>PAN.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Last three year income tax return.</td>
<td></td>
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<tr>
<td>7</td>
<td>Affidavit on Rs.100 stamp.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Form No. I</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Form No. II</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Form No. III</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Form No. IV</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Form No. V</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Firm Registration</td>
<td></td>
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<td>14</td>
<td></td>
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<tr>
<td>15</td>
<td></td>
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</tr>
</tbody>
</table>
COMMERCIAL BID

All commercial offers must be prepared online (Relevant Online Forms will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation** stage).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

**Note:** During **Online Bid Preparation stage**, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope.

Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won’t allow him/her to make any further changes or modifications in the bid data.

**Online Bid Submission**

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department’s custody.

**Note:** During this stage, bidders won’t have any capability to make any kind of changes or editing into technical as well as commercial data.

**INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION**

Bidders are required to pay Earnest Money Deposit (if applicable to them) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

If for any reason a bidder fails to make this payment through online modes, system won’t allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of **Bid Preparation**, bidders are required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of **Bid Preparation** should be completed within the pre-scribed schedule given for bid preparation.

After **Bid Preparation**, the bidders are required to complete **Bid Submission** activity within pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1092/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of commencing **Online Bid Submission** stage of the tender schedule.
Non-payment of processing fees will result in non-submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non-payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (E-Payment Options) has been provided under E-Tendering Toolkit for Bidders section of https://maharashtra.etenders.in.

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Any amendment to the tender will be placed on sub portal of the Department, who have invited the bids, on e-tendering portal of the Govt. of Maharashtra. The tenderer will not be communicated separately regarding the amendment.
**OPENING OF BIDS:**

The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure only in the presence of bidders (if possible).

Bids shall be opened either in the presence of bidders or it’s duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

**TECHNICAL ENVELOPE (T1):**

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer’s Commercial Envelope will not be considered for further action but the same will be recorded.

Decision of the tender opening authority shall be final in this regard.

The right to accept or reject any or all tenders in part or whole without assigning any reason thereof is reserved with Tender Opening Authority and his decision(s) on the matter will be final and binding to all.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

**COMMERCIAL ENVELOPE (C1):**

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only.

**PRICE SCHEDULE**

*Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.*

<table>
<thead>
<tr>
<th>Signature of Contractor</th>
<th>No. of Corrections</th>
<th>Executive Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maharashtra Fisheries</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Development Corporation</td>
</tr>
</tbody>
</table>
Final List of Documents to be uploaded Online:

The required documents should be uploaded in corresponding envelopes by the bidders in the form of PDF Files in the same order as mentioned, on the e-Tendering website during Online Bid Preparation stage.
TO BE FILLED BY THE CONTRACTOR

I / We have quoted my / our offer in percentage rate in words as well as figures. I / We further undertake to enter into contract in regular "B-1" Form of Public Works Department.

Name and signature of
Power of Attorney holder
contractor
With complete Address
MAHARASHTRA FISHERIES DEVELOPMENT CORPORATION

INVITATION FOR TENDERS

DETAILED TENDER NOTICE

Name of Work - PROVIDING INFRASTRUCTURAL FACILITY TO FISHERMEN OF FISH LANDING CENTER AT VARIOUS PLACES IN MAHARASHTRA

Online percentage rate tenders in 'B-1' Form are invited by the Managing Director, Maharashtra Fisheries Development Corporation, 3rd Floor, NKM International House, Behind LIC(Yogakshem)Bldg., Babubhai M. Chinoy Marg, Mumbai 400021 for the following work from Contractors registered in appropriate class of the Public Works Department of Maharashtra State. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

<table>
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<tr>
<th>Sr. No.</th>
<th>Name of work</th>
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<th>Earnest Money (Rupees)</th>
<th>Security Deposit (Rupees)</th>
<th>Class of Contractor</th>
<th>Time limit in Tender (Calendar Months)</th>
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<td>Class IV and above</td>
<td>3 (Three) Months (including monsoon)</td>
</tr>
</tbody>
</table>

Signature of Contractor No. of Corrections

Executive Engineer
Maharashtra Fisheries Development Corporation
1.1 Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of, Government of Maharashtra i.e. https://maharashtra.etenders.in after entering the details, payment of Rs 1,000+GST (18%) (Rupees One Thousand + GST Eighteen percent ) for each work should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

1.2 Additional Performance Security Deposit (If required), should be submitted in sealed covers addressed to the Managing Director, Maharashtra Fisheries Development Corporation, 3rd Floor, NKM International House, Behind LIC(Yogakshem)Bldg., Babubhai M. Chinoy Marg, Mumbai 400021, with the name of the work written at the top of the envelope will be received in the office of the Managing Director, Maharashtra Fisheries Development Corporation, 3rd Floor, NKM International House, Behind LIC(Yogakshem)Bldg., Babubhai M. Chinoy Marg, Mumbai 400021,

**TENDERING PROCEDURE:**

1. **Blank Tender Forms.**
Tender Forms can be downloaded from the eTendering Portal of, Government of Maharashtra i.e. [https://adf.maharashtra.etenders.in](https://adf.maharashtra.etenders.in) after entering the details of payment towards Tender Fees as per the Tender Schedule.

2. 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.

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

3.1 Tenderers should have valid class-IV and above ,registered with Public works Department of Govt of Maharashtra.
Download of Tender Documents:
The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

6. **Infrastructural facility Survey Works**

6.1 **ONLINE ENVELOPE No. 1 :** (FOR TECHNICAL BID DOCUMENTS)
The First Online envelope "Envelope No. 1" shall contain the following documents:

6.1.1 Earnest money to be paid via online mode only..

6.1.2 Scanned copy of valid certificate as a Registered Contractor with the Government of Maharashtra, Public Works Dept in appropriate class.

6.1.3 Scanned copy of A Xerox copy of GST registration certificate

6.1.4 The list of Machinery and equipments immediately available with the tenderer for use on this work (in form No.II)

6.1.6 Details of work done during last five years. (Information to be given in Form No.IV). Supported by the Work Done Certificate given by the Employer.

6.1.7 Details of work done of similar type carried out during last five years by the contractor, (in form No. III)

6.1.8 Details of list of works in hand and works tendered for. (Information to be given in Performa of Form No. I)

6.1.9 Details of Technical Personnel on the rolls of the tenderer. (Information to be given in Performa of Form No. V)

6.1.10 Scanned copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work.

6.1.11 Affidavite on Stamp paper worth Rs.100/- & Rs. 500/-

6.1.12 Scanned copy of affidavit to the effect that the additional performance deposit is uploaded in envelope-2 in case offer is less than 1% of estimated cost put to tender. (Information to be given in Performa)
7. **Tender Evaluation Criteria**

   Evaluation of technical proposal shall be done on the basis of criteria mentioned below.

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Marks (Max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Firm Level Experience</td>
<td>60</td>
</tr>
<tr>
<td>2.</td>
<td>Staff Strength &amp; Experience</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Firm level experience will be counted on the basis of work done, similar type of work done, experience in carrying out survey works like topographic, hydrographic/bathemetric, geo technical investigations etc.

Contractor who Score a minimum of 40% shall proceed to the financial proposal evaluation stage. **A matrix for detailed evaluation of Technical proposals is attached to this document.**

A proposal can be rejected at this stage if it does not score a minimum of 40% of the obtainable score. The **Maharashtra Fisheries Development Corporation Ltd., Mumbai** will notify the Contractors who have secured the minimum qualifying marks, indicating a date and time for opening their Financial Proposals. The Financial Proposals shall be opened publicly in the presence of the Contractors representatives who choose to attend.

The name of the bidding firm, their technical proposal score, and the proposed price shall be read aloud and in the **QCBS model**, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial proposals will be computed as per the following formula.

\[
S_f = 100 \times \frac{F_m}{F}
\]

in which Sf is the Financial score, Fm is the lowest price and F the price submitted by bidder.

8. **Award Criteria**

   Award of contract shall be on the basis of quality cum cost based selection method i.e. 70% weightage for technical evaluation and 30% for financial proposal.

   Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial proposal’ T + P = 1). The weights given to the technical and Financial proposals are T = 0.7 and P = 0.3 i.e. 70% % 30% respectively.

\[
S = St \times T + Sf \times P
\]

The bidder achieving the highest combined technical and financial score will be awarded the contract.

**Example:**

**Technical score of a firm = 70**

Lowest Fin. Bid = Rs. 1,00,000/- = 100 Marks
Offer of bidder = Rs. 2,00,000/-
Financial Score = ( 1,00,000 / 2,00,000 ) X 100 = 50 Marks
Final Score = St X T + Sf X P
= 70 X 70% + 50 X 30% = 64

9. **ONLINE ENVELOPE No. 2 TENDER (FINANCIAL BID)**
The second online envelope "Envelope No. 2" shall contain the

(1) **Main Tender**

(2) **PERFORMANCE SECURITY IN THE FORM OF DEMAND DRAFT/FDR/Bank**

Guarantee of any Nationalized or Scheduled Bank shall be valid beyond 28 days from the time limit for this work. **Managing Director, Maharashtra Fisheries Development Corporation Ltd. Mumbai**

(3) **SCHEDULE B**

10. **SUBMISSION OF TENDER:**
Refer to Section "Guidelines to Bidders on the operations of Electronic Tendering System

10.1 **Physical Submission:**
The bidder shall submit the Hard Copy in Sealed Envelopes of Technical & Financial Bids within 72 hrs. from the online submission ("Bid Lock") along with original DD/Bank guarantees/FDR to be submitted in separate Sealed Envelopes super scribing name of work and System Generated E-Tender Number and Name of Agency

The envelope shall be addressed to the following office and shall be submitted at the following address:

**Managing Director, Maharashtra Fisheries Development Corporation, 3rd Floor, NKM International House, Behind LIC(Yogakshem)Bldg., Babubhai M. Chinoy Marg, Mumbai 400021**

10.2 Non submission of original DD/Bank guarantees/FDR of Additional performance security or submission of less amount of the Additional Performance Security within 72 hrs. from the online submission shall be liable to summarily rejection of his tender.

11. **OPENING OF TENDERS:**
On the date specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

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

<table>
<thead>
<tr>
<th>Signature of Contractor</th>
<th>No. of Corrections</th>
<th>Executive Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maharshtra Fisheries</td>
</tr>
<tr>
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<td></td>
<td>Development Corporation</td>
</tr>
</tbody>
</table>
First of all Envelope No. 1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority.

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

a) 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 shall then be read out. in the presence of bidders who remain present at the time of opening of Envelope No. 2.

(C) In case of postponement of opening of either envelope-1 and 2, the bidder will be intimated 3 days in advance (excluding date of communication ) on the etenders side & by email.

12. **EARNEST MONEY :**

a) Earnest money shall be paid via online using NEFT/ RTGS or payment gateway mode. After Tender opening, the EMD of the unsuccefull bidder will be returned to account provided by the bidder during the bid prepration as given in challan under Beneficiary Account Number.

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.

Government in case the successful contractor does not pay the amount of initial security deposit within specified time limit. Earnest Money amount will be forfeited.

13. **SECURITY DEPOSIT:**

The successful tenderer shall have to pay half the security deposit in approved security form (preferably in the form of National Saving Certificate) or in cash or in the form of Bank Guarantee (in the form as prescribed by Government) from any Schedule / Nationalised Bank and balance Security Deposit will be recoverable through the R.A. bills at the percentage as shown in item(s) of the Memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere, Fifty percent of the security deposit will have to be deposited within ten days (including Government holidays) of the acceptance of the
tender and the remaining fifty percent will be recovered from the Running Bills at the rate as specified in the tender form, on the cost of work as per C.S.R. prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be 2% of the cost of work, worked out as per D.S.R. for the respective District. Initial Security Deposit may be in Bank Guarantee form in format of tender document for full period of completion of work and it should be extendable up to expiry of valid extension if any, as directed by Engineer-in-charge

13. **Additional Performance Security**

If the tenderer has quoted the offer below the estimated cost put to tender, the tenderer shall have to submit Additional Performance Security in the form of Bank Guarantee / Demand Draft/FDR of any Nationalized or Scheduled Bank in favor of the Managing Director, Maharashtra Fishries Development Corporation Ltd. payable at Mumbai within Eight days after opening of financial envelop.

The amount of the (Additional Performance Security) Bank Guarantee / Demand Draft/FDR shall be calculated by the tenderer in accordance with the following manner.

13.1 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 schedule “B” rates by more than 1% but less than 10% of the estimated cost put to tender | 1% of the estimated cost put to tender |
| If below by more than 10% of 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. (e.g. if the offer is 15.31% below, the Performance Security will be 1%+(15.31-10) = 6.31% of the estimated cost put to tender. |

13.2 The Bank guarantee shall be be valid beyond 28 days from the time limit for this work.

13.3 After opening the envelope no.1, if it is found that the tenderer is not qualified for opening his envelope no.2, then his Bank Guarantee / Demand Draft/FDR shall be returned within 7 working days. Also after opening envelope no.2, except the Bank Guarantee / Demand Draft/FDR of 1st and 2nd lowest bidders, the Bank Guarantee / Demand Draft/FDR of other bidders shall be returned within 7 working days.

13.4 Bank Guarantee / Demand Draft/FDR of the 2nd lowest bidder shall be returned within 3 working days after issue of work order to the 1st lowest bidder.

13.5 In case it is found that the documents/ Bank Guarantee / Demand Draft/FDR submitted by the tenderer are false or misleading, his earnest money shall be forfeited. Also the
registration of the tenderer shall be suspended for the period of 1 year. Additionally legal action may be initiated against the tenderer.

13.6 The work order shall be given to the concerned tenderer after the clearance of the Bank Guarantee / Demand Draft submitted by him.

Refund of Additional Performance Security.

13.7 The additional performance security shall be returned immediately upon satisfactory completion of work, the certificate of which shall be issued by Executive Engineer before releasing the additional security.

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

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

16. TENDER RATE:
No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulations will be permitted. The rates quoted by the Contractor shall be exclusive of the GST but inclusive of all other applicable taxes that the Contractor will have to pay for performance of this Contract. The employer shall pay to the contractor GST on the accepted contract value at the rates applicable to the works contracts. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

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

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

19. TENDER'S ACCEPTANCE:

Signature of Contractor | No. of Corrections | Executive Engineer
------------------------|-------------------|------------------------
Maharashtra Fisheries Development Corporation
Acceptance of tender will rest with the Managing Director, Maharashtra Fisheries Development Corporation who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to pay initial security deposit and enter into a regular B-1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

20. CONDITIONAL TENDER:
The tenders who do not fulfil 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.

(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.

(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.

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

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. Similarly if the Tenderer is a company they should mentioned all their board of Directors and a resolution authorizing their Power of Attorney to conduct all transactions on behalf of the body.
21. The tenderer may, in the forwarding letter, mention any points are may wish to make clear but the right is reserved to reject the same or the whole of the tender if the same becomes conditional tender thereby.

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

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

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

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

26. The Income Tax at 2.00 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

27. 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.

28. The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

29. 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.
सत्यप्रतिज्ञा लेख (Affidavit)

मी -------------------------- वयस्क ------------------ राहणार ----------------

------------------------------------------------------ या सत्यप्रतिज्ञा लेखाच्या लिहून देतो की,

मी -------------------------- या फर्मचा / कंपनीचा प्रोप्रैटर असून ----------------

------------------------------------------------------ या कामासाठी निविदा सादर केली आहे, त्या

निविदेश्या लखोटा क्र. १ (Envelope No. १) मध्ये जी कागदपत्रे सादर केली आहेत ती खरी,

बरोबर व पूर्ण आहेत, त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत असे शास्त्रपूर्वक मान्य करीत आहे. या

कागदपत्रांमध्ये काही चुकीची, दिशामूल्य करणारी, खोटी तत्संबंध अपूर्ण माहिती आढळूनास भी

कायदेशीर कार्यवाहीत पात्र आहे व राहीन.

Signature of Contractor No. of Corrections Executive Engineer
Maharashtra Fisheries Development Corporation
Affidavit (on Rs.500/- Stamp Paper)

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

1. I am liable for action Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no 1.

2. I am liable for action Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or myself, I will be liable for action under Indian Penal Code.

3. I am liable for action Indian Penal Code if any paper are found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).

(Signature of Contractor)
(Seal of company)
Form No. I

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

Name of the Tenderer :-

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of Work</th>
<th>Place &amp; Country</th>
<th>Work in Hand Tendered Cost</th>
<th>Cost of remaining Work</th>
<th>Anticipated date of completion</th>
<th>Work Tendered for Estimated Cost</th>
<th>Date when decision is expected</th>
<th>Stipulated date of period of completion</th>
<th>Remarks</th>
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</table>

SPECIMEN FORM
Form No. II
Details of equipments and machinery immediately available with the tenderer for the work

Name of the Tenderer: -

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Equipment</th>
<th>No. of Units</th>
<th>Kind and make</th>
<th>Capacity</th>
<th>Age and condition</th>
<th>Present Location</th>
<th>Remarks</th>
</tr>
</thead>
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</tbody>
</table>

SPECIMEN FORM
Form No. III
Details Of Works Of Similar Type Carried Out By The Contractor

Name of the Tenderer :-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Cost of work</th>
<th>Date of starting</th>
<th>Stipulated date of period of completion</th>
<th>Actual date of completion</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

[Form template]

Signature of Contractor: __________________________

No. of Corrections: __________________________

Executive Engineer:
Maharashtra Fisheries Development Corporation
**Form No. IV**

Details of works executed during the preceding 5 years.

Name of the Tenderer :-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Cost of work</th>
<th>Date of starting</th>
<th>Stipulated date of period of completion</th>
<th>Actual date of completion</th>
<th>Remark</th>
</tr>
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</tbody>
</table>

SPECIMEN FORM

Signature of Contractor

No. of Corrections

Executive Engineer
Maharashtra Fisheries Development Corporation
**Form No. V**

Details of Technical Personnel available with contractors.

Name of the Tenderer :-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Person with Designation</th>
<th>Qualification</th>
<th>Whether working in field or in office</th>
<th>Experience of execution of similar work</th>
<th>Period for which the person is working with the tender</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

SPECIMEN FORM
MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Governor of Maharashtra (hereinafter referred to as "The Government") having agreed to exempt____________________(hereinafter referred to as “the contractor”) from depositing with the Government in case the sum of Rs._____________ (Rupees_________________________________________ only) being the amount of security deposit payable by the Contractor to the Governments under terms and conditions of the agreement dated the _______day of _______________ and made between the Government of the one part and the Contractor of the other part (hereinafter referred to as "the said Agreement") for ____________ as security for due observance and performance by the Contractor of the terms and conditions of the said agreement, on the contract furnishing to the Government a guarantee in the prescribed form of scheduled bank in India being in face those presents in the like sum of Rs.____________________________ (Rupees_____________________________________) only)

We_________________________________________

BANK/LIMITED _________________________________________ registered in India under Act and having one of our local Head Office at _______________________do here by:

(1) Guarantee to the Government.

   (a) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the Contractor contained in the said Agreement and

   (b) Due and punctual payment by the Contractor to the Government of all sums of money, losses damages, cost charges, penalties and expenses payable to the Government by the Contractor under or in respect to the said agreement.

(2) Undertake to pay to the Government on demand and without demur and not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any Court of tribunal relating there to the said sum of Rs.____________________________ (Rupees_________________________ Only) or such lesser sum may be demanded by the Government from us our liability hereunder being absolute and unequivocal and agree that.

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

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

c) Our liability here in under shall be joint and several with that of the contractor as if we were principal debtors in respect of the said sum of Rs.________________________
   (Rupees___________________________ Only) and

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

IN WITNESS WHEREOF THE common seal of ________________________________ has been herein to affixed this ____________________ day of _______________2016

The common seal of ___________________________________________________ was pursuant to the resolution of the Board of Directors of the Company dated the ______ day of
_________________________________________________________

herein affixed in the presence of ________ who, in token thereof, have here to set their respective hands in the presence of

1) ______________________________________________________________

2) ______________________________________________________________

Signature of Contractor  No. of Corrections  Executive Engineer
Maharashtra Fisheries  Development Corporation
NAME OF WORK: PROVIDING INFRASTRUCTURAL FACILITY TO FISHERMEN OF FISH LANDING CENTER AT VARIOUS PLACES IN MAHARASHTRA

DECLARATION OF THE CONTRACTOR

I / We hereby declare that I/We have made myself / ourselves thoroughly conversant with the subsoil 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 materials approved by the Managing Director, Maharashtra Fisheries Development Corporation or his duly authorised assistant, before starting the work and to abide by his 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.

Signature of Contractor(s)
Name of Work: PROVIDING INFRASTRUCTURAL FACILITY TO FISHERMEN OF FISH LANDING CENTER AT VARIOUS PLACES IN MAHARASHTRA

General Description

Introduction:-
Maharashtra state comprises seven coastal districts viz Mumbai city, Mumbai Suburban, Thane, Palghar, Raigad, Ratnagiri and Sindhudurg having total coastal length of 720 km. Maharashtra has about 184 fish landing centres along its 720 km long coastline. Fishing is major business in these seven coastal districts. Therefore it is most essential to improve and to provide infrastructural post harvesting facility to various fish landing centres. Government has taken development of these centres under Rashtriya Krushi Vikas Yojana, Sagar Mala NABARD and blue Revolution etc. schemes.

Necessity:-
Fisheries department has proposed Forty-three fish landing jettys & in 2018-19 for approval. The detailed survey like bathymetric, topographic, contour etc. is required to obtain the working drawing and design from CWPRS, Pune. Therefore survey report and DPR shall be in hand before final sanction of the projects.
FORM B - 1

AGREEMENT

Signature of Contractor

No. of Corrections

Executive Engineer
Maharashtra Fisheries
Development Corporation
FORM B-1
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

DEPARTMENT : MAHARASHTRA FISHERIES DEVELOPMENT CORPORATION
(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)

General Rules and Directions for the Guidance of Contractors.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer. This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenders and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues and ground rents will be granted. Copies of the specification, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of Managing Director, Maharashtra Fisheries Development Corporation during office hours.

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

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and if the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.

2(A)(i) The contractor shall pay Earnest money via online using NEFT/RTGS or payment gateway mode. The said amount of earnest money shall not carry any interest whatsoever.

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

(iii) If, after submitting the tender contractor withdraws his offer, or modifies the same or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government,

Signature of Contractor
No. of Corrections
Executive Engineer
Maharashtra Fisheries Development Corporation
hereunder, or in law, Government shall be entitled to forfeit the full amount of earnest money deposited by him.

(iv) If, after submitting the tender contractor withdraws his offer, or modifies the same or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government, hereunder, or in law, Government shall be entitled to forfeit the full amount of earnest money deposited by him.

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

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

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule ‘B’ (memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates/Schedule rates shall be named. Tenders which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one works but if contractor who which to tender two or more works, they shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

5. The Managing Director, Maharashtra Fisheries Development Corporation or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected, the Managing Director shall refund the amount of earnest money deposited by the contractor online.

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

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

Signature of Contractor No. of Corrections Executive Engineer Maharashtra Fisheries Development Corporation
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

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

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

15. Every tenderer shall furnish alongwith the tender, information regarding the income-tax circle or ward of the district in which he is assessed to income tax the reference to the number of assessment and the assessment year, and a valid Income Tax clearance certificate, Permanent Account Number PAN No............................

16. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for. (GCB/PWD/CFM/1058-62517 dt.26-9-59)

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

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

19. Every registered Contractor should furnish along with the tender a statement showing previous experience and technical staff employed by him, in form of Statement No. V.

Signature of Contractor

No. of Corrections

Executive Engineer

Maharashtra Fisheries Development Corporation
20. Successful tenderer will have to produce to the satisfaction of the accepting a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition Act, 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.

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

I/We hereby tender for the execution, for the Governor of Maharashtra (herein before and hereinafter referred to as “Government”) of the work, specified in the under written memorandum within time specified in such memorandum at *(______________________________________________________)percent below/above the estimated rates entered in “Schedule-B” (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawing and instructions in writing referred to in Rule Thereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work are provided by the Government. Such materials and the rate to be paid for them shall be as provided in “Schedule-A” hereto.

MEMORANDUM

<table>
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<tr>
<th>a</th>
<th>PROVIDING INFRASTRUCTURAL FACILITY TO FISHERMEN OF FISH LANDING CENTER AT VARIOUS PLACES IN MAHARASHTRA</th>
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<tr>
<td>b</td>
<td>Estimated Cost</td>
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<td>c</td>
<td>Earnest money</td>
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<tr>
<td>d</td>
<td>Security Deposit (F.D.R./ N.S.C. / Bank)</td>
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<tr>
<td>i</td>
<td>Guarantee (not less than the amount of Earnest Money).</td>
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<td>ii</td>
<td>To be deducted from current bills</td>
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<td><strong>Total Rs.</strong></td>
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<tr>
<td>e</td>
<td>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.</td>
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<tr>
<td>f</td>
<td>Time allowed for the work from the date of written order to commence</td>
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Signature of Contractor

No. of Corrections

Executive Engineer
Maharashtra Fisheries
Development Corporation
2. I/we agree that the offer shall remain open for acceptance for 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 Acknowledge Due or otherwise delivered at the office of such authority, **the Earnest Money paid via online mode** in respect to the sum of Rs. 1,49,518.00 representing the Earnest Money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government, should I/we fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph 1 above within the time limit laid down in clause (1) of the annexed General Conditions of contract. The amount earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

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

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract.

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annexed hereto so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

The Earnest Money paid via online mode in respect to the sum of *Rs. 1,49,518.00* representing the Earnest Money is herewith forwarded. (a) the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1(A) of the said conditions of the contract, otherwise the said shall be refunded online.

Name of Contractor # ________________________________
Address ____________________________________________
____________________________________________________
Dated – The _______________ day of _____________2017

(Witness) - $ ______________________________________
Address ____________________________________________
____________________________________________________
(Occupation) _______________________________________

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

Signature of Witness to contractor's Signature

*Signature of the officer by whom accepted.

Executive Engineer
Maharashtra Fisheries Development Corporation

Signature of Contractor No. of Corrections Executive Engineer
Maharashtra Fisheries Development Corporation
Clause 1: The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by a repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within 10 days (Which may be extended by the Superintending Engineer concerned up to 15 days if Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Govt. securities endorsed to the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) (Permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to 1% of all moneys so payable such deductions to be held by Government by way of security deposit) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case, if the sum so deposited shall not amount to 4% percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under contract to make up the full amount of 4% by deducting a sufficient sum for every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom or from any sums which may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days there after, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may at the cost of the depositor be converted into interest bearing securities provided that the depositor has expressly desired this in writing.
The Security deposit will not be accepted in forms of insurance company bonds as per Government order contained in No. CCM/PWD/CAD 4250 Dt. 27.2.1956. If the amount of the security deposit to be paid the lump sum with the period at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the Security Deposit lodged by the contractor shall be refunded along with the payment of the final bill if the date up to which the contractor has agreed to maintain the work in good order is over. **If such date is not over only 50% amount of security deposit shall be refunded along with the payment of the final bill.** The amount of Security Deposit retained by the Government shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting the complete rectification work within the period up to which the contractor has agreed to maintain the work in good order then subject to provisions of clauses 17 and 20 hereof the amount of Security Deposit retained by Government shall be adjusted towards the excess cost incurred by the Government on rectification work.

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

**Clause2:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor's and shall be reckoned from the date on which the order to commence work is given to the contractor’s. The work shall through the stipulated period of the contract proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor's) and the contractor's shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor's shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.
| 1. | ¼ of the Work in | ¼ of the time |
| 2. | ½ of the Work in  | ½ of the time |
| 3. | ¾ of the Work in  | ¾ of the time |

Full work to be completed 3 calendar months (including monsoon)

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 Office competent to accept the contracts after taking into consideration the circumstances of each and abide by the programme of detailed process laid down by the Executive Engineer.

The following proportion will usually be found suitable in 1/4, 1/2, 3/4 of the time.

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

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

In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the said cost of the whole work for every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Superintending Engineer should be the final authority in this respect, irrespective of the fact that tender is accepted by Chief Engineer/Additional Chief Engineer/ Superintending Engineer/Executive Engineer or Assistant Engineer/Deputy Engineer.

**Clause 3:** In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid 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

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Engineer, on behalf of the Governor of Maharashtra, shall have power to adopt any of the following courses, as he may deem best suited to the interest for Government:

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

(b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the cost and other allied expenses so incurred and so 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 hand, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and value of the work done or executed through the new contractors shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

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

Clause 4: If progress of any particular portion of work is unsatisfactory, the Executive Engineer shall not withstanding that the general progress of the work is in accordance with the condition mentioned in clause 2 be entitled to take action under clause 3 (b) after giving the contractor’s 10 days notice in writing. The contractor will have no claim to compensation for any loss sustained by him owing to such action.

Clause 5: In any case in which any of the powers conferred upon the Executive Engineer by clause 3 and 4 hereof shall exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which under any clauses hereof he is have become exercisable and the same shall not have been declared liable to pay compensation amounting to the whole of his security deposit and additional security deposit and the liability of
the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under clause 3 he may if he so desires take possession of all or any tools, plant, materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may after giving notice in writing to the contractor or his clear of the work 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 even of the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractors expense or sell them by auction or private sales on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 6: If contractor shall desire an extension of the or completion of work on the ground of his having been unavoidable hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred whichever is earlier and the Executive Engineer or in the opinion of Superintending Engineer, or Chief Engineer as the case may be if in his opinion there were reasonable grounds for granting an extension grant such extension as he thinks necessary or proper the decision of the Executive Engineer/Superintending Engineer/Chief Engineer in this matter shall be final.

Clause 7: On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but so such certificate shall be given or shall the work be considered to be completed until the
contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all wood work, door, windows, walls, floor or their parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work or until the work have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the contractor, remove such scaffolding surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid. incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

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

Clause 9: The rates for several items of work estimated to cost more than Rs. 1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

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

Clause 12: If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the Government or if it is required that the contractor shall use certain
stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or from the security deposit or he proceeds of sale thereof if the security deposit is held in Government securities the same or sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the sites of the work and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Government store if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the engineer in charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

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

Clause 13: The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawing and instructions in writings relating to the work signed by the Engineer-in-charge and lodged in his office and
to which the contractor shall be entitle 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 tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.500/- per set of contract drawing and Rs 500/- working drawing except where otherwise specified.

Clause 14: The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be found to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work included any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of the division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor which ever are lower. If the additional or altered work for which no rate is entered in the Schedule of rates of the division is ordered to be carried out before the rates are agreed upon then the contractor Shall within seven days of the date of receipt by him of the order to carry out the work, inform the engineer-in-charge of the rate which it is his intention to charge for such class of work. And if the engineer in charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereof 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 of rates as shall be fixed by the 
engineer in charge in the event of a dispute, the decision of the 
supertending Engineer of the circle will be final.

Where, however, the work is to be executed according to the designs, 
drawings and specifications recommended by the Contractor and 
accepted by the Competent Authority the alternations above referred to 
shall be within the scope of such designs, drawings and specifications 
appendeed to the tender

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

Clause 15: 1) If any time after the execution of the contract documents 
the Engineer shall for any reason what so ever other than default on the 
part of the contractor for which the Government is entitled to rescind the 
contract desires, that the whole or any part of the work specified in the 
tender should be suspended for any period or that the whole or part of 
the work should not be carried out at all he shall give to the contractor a 
notice in writing of such desire and upon the receipt of such notice the 
contractor shall forthwith suspend or stop the work wholly or in part as 
required after having due regard to the appropriate stage at which the 
work should be stopped or suspended so to cause any damage or injury 
to the work already done or endanger the safety there of provided that 
the decision of the engineer to the state at which the work or any part of 
it could be or would have been safely stopped or suspended shall have 
no claim to any payment or compensation whatsoever by reason of or in 
pursuance of an notice as aforesaid, on account of any suspension, 
stoppage or curtailment except to the extent specified hereinafter.

2) Where the total suspension of work ordered as aforesaid continued 
for a continuous period exceeding 90 days the contractor shall be at 
liberty to withdraw from the contractual obligations under the contract so 
far as it pertains to the unexecuted part of the work by giving a 10 days 
prior notice in writing to the engineer within 30 days of the expiry of the
said period of 90 days of such intention and requiring the engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice “the engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further, compensation under the remaining provisions of this clause.

3) Where the Engineer required 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 within 30 days of the resumption of work after. Such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or the wages of labour engaged by him during the said period of suspension providing 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 aggregate of such suspension or in or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final & 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 obligation to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 90 days
   OR
   iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications drawings, designs or instruction under clause 14 (1) where such curtailment exceeds 25 % in the quantity and the value of the quantity

Signature of Contractor  No. of Corrections  Executive Engineer
Maharashtra Fisheries Development Corporation
curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 5,000/-.  

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 form the contractual obligations under the contract on Account of the continued suspension of the work or (iii) Notice under clause 14 (1) resulting in such curtailment to produce the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage, suspension or curtailment and required the Government to take over on payment such materials at the rates determined by the Engineer, provided however such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Government shall thereafter take over the materials, so offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality & specifications approved by the Engineer.

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

i) Difficulties relating to the supply of railway wagons.
ii) Force – majeure
iii) Act of God
iv) Act of enemies of the State or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the work as Shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of the time shall be accepted as final by the contractor.

Clause 16: Under no circumstances whatever shall be contractor be entitled to any compensation from Government on any account unless

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the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the case of such claim occurring.

**Clause 17:** If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quantity inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound for with to rectify, or remove or reconstruct the work so specified in whole or in part, as the case may 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 period to be specified by the Engineer-in-Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rates of one percent on the amount of estimate for every day not exceeding 10 days, during which failure so continues and in the case of any such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respect 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 direction to accept the same at such reduced rates as he may fix therefor.

**Clause 18:** All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours and at all times at which reasonable notice of the intention of the Engineer-in-Charge and his subordinates to visit the work shall have been given to the contractor either himself or present to receive orders and
instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**Clause 19:** The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinates in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurements 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 covered up or placed beyond the reach of measurements without such notice having been given or consent obtained the same shall be uncovered at the contractors expense & in default thereof no payment or allowance shall be made for such work or for the materials with the same was executed.

**Clause 20:** If during the period of **24 month** from the date of completion as certified by the Engineer-in-charge pursuant to Clause-7 of the contract or **30 months** after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and Completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefor in the said notice and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Government the amount of such costs, charges, and expenses.
sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of and revenue and on the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other right and remedies of the Government, the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.

The defect liabilities period in particular for water proofing treatment (Building works shall be 10 years.)

Clause 21: The contractor shall supply at his own cost all materials (expect such special materials . if any as may, in accordance with the contract be supplied from the Government stores) plant, tools, appliances, implements, ladders carriage, tackle, scaffolding and temporary work requisite for the proper execution of the work, whether in the original, altered or substituted from and whether included in the specification or other Documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means end materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time & from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit,
action or other legal proceeding that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

List of machinery in contracts possession & which they propose to use on the works should be submitted along with the tender.

Clause 21 (A): The contractor shall provide scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith.

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

b) A scaffolds shall not be constructed, taken down or substantially altered expect-
   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 there with and all ladders shall
   i) Be of sound material
   ii) Be of adequate strength having regard to the loads and strains to which they will be subjected, and
   iii) Be maintained in proper condition

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

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

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

g) Scaffolds shall be periodically inspected by the competent person.

h) Before allowing a scaffold to be used by his workmen the contractor shall whether the scaffold has been erected by his
workmen or not take steps to ensure that if complies fully with the regulation here-in-specified.

i) Working platform, gangways, stairways shall
   (i) be so constructed that no part thereof can sag unduly or unequally.
   ii) Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons and stripping or slipping, and
   iii) Be kept free from any unnecessary obstruction

j) In the case of working platforms, gangways, working place and stairways at a height exceeding 3 meters.
   i) Every working platform and every gangways shall be closely boarded unless other adequate measure are taken to ensure safety.
   ii) Every working platform and gangways shall have adequate width and
   iii) Every working platform, gangways, working place and stairway shall be suitable fenced.

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

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

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

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

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

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

a) Hoisting machines and tackle, including their attachments, anchorage’s and support shall
i) Be of good mechanical construction, sound material and adequate strength and free from patent defect
ii) Be kept in good repair and good working order.

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

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

d) Every chain, ring, hook, shackle, swivel and pulley blocks 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 18 years shall be in control of any hoisting machine, including any scaffold which or give signals to the operator.

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

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

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

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

k) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.

l) Hosting appliances shall be provided with such means as will reduce to minimum risk of the accidental descent of the load.
m) Adequate precaution shall be taken to reduce to a minimum the risk at any part of a suspended load becoming accidentally displaced.

Clause 22: The contractor shall not set fire to any standing Jungle, trees, brush wood or grass without a written permit from the Executive Engineer. When such permit is given and also in all cases when destroying out or dug up trees, brushwood, grass etc. by fire, the contractor shall take 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 labours employed by him and provide sanitary and other arrangements.

Clause 23: Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decisions of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become from Government to contractor under this contract or otherwise.

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

Clause 24: The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labour with the nearest employment exchange.
Clause 25: No work shall be done on weekly local holidays without the sanction in writing of the Engineer-in-change.

Clause 26: The Contract shall not be assigned or subject without the written approval of the Engineer-in-charge. And if the contractor shall assign or subject his contract or attempt so to do or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any compositions with his creditors or attempt so to do or if bribe, gratuity gift, loan, Perquisite reward of advantage, pecuniary or otherwise shall either directly or indirectly be given or promised or offered by the contractor or any of his servants or agents to any Government officer or person in the employment of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may thereupon by notice in writing rescind the contract and the security deposit and additional security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and same consequences shall ensure as if the contract had been rescinded under Clause 3 here of and addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

Clause 29: All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be
Clause 30(1): Except where otherwise specified in contract and subject to the powers delegated to him by Government under the code, rules than the force the decision of Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties of the contract upon all question relating to the meaning of the specification, design, drawing and instructions herein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question claim, right matter or thing whatsoever if any arising out of or relating to the contract, designs, drawings specification, estimates, instructions, orders or these conditions or otherwise concerning the works , or the execution or failure to execute same, whether arising during the progress of work or after the completion or abandonment thereof.

Clause 30(2): The contractor any within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the Chief Engineer concerned with the contract work or project provided that -

a) The accepted value of the contract exceeds Rs.10 Lakhs (Rs. Ten Lakhs)

b) Amount of claim is not less than Rs. 1.00 Lakh (Rs. One Lakh)

Clause 30(3): If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid the contractor may within 30 days of receipt by him of any such order appeal against it to the concerned Secretary, Public Works Department who if convinced that prima-facie the contractor's claim rejected by Superintending Engineer /Chief Engineer is not frivolous and that there is some substance in the claim of contractor as would merit detailed examination & decision by Standing Committee , shall put up the Standing Committee at /Government level for suitable decision. (Vide PW Circle No CAT-1086-CR-110/Bldg-2 dt. 7/5/86.

Signature of Contractor No. of Corrections Executive Engineer
Maharashtra Fisheries Development Corporation
Clause 31: The contractor shall obtain from the Government stores all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up any articles required therefor / or in connection therewith unless he has obtained permission in writing from Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule, in form A attached to the contract & if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage & other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 32: When the estimate on which a tender is made includes lump sums in respect of part of works the contractor shall be entitled to payment in respect of the item of work involved or the part of work in question at the same rates are payable under this contract for each item or if the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement of 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 & conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 33: In 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 than in such case the work shall be carried out in all respects in accordance with all instructions & requirements of the Engineer-in-Charge.

Clause 34: 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 works
contracted to be executed under or in virtue of the contact whether original, altered, substituted or additional.

**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.

**Clause 36:** All quarry fees, royalties, octroi dues and ground rent for staking materials if any should be paid by Contractor.

**Clause 37:** The contractor shall be responsible for & shall pay any compensation to his workmen payable under the workmen's Compensation Act 1923 (VIII of 1923) (there in after called the Said Act) for injuries caused to the workmen if such compensation is payable and or paid by Government as principal under sub-section (1) of section 12 of the Said Act on behalf of the Contractor it shall be recoverable by Government from the Contractor under sub-section(2) of the said section such compensation shall be recovered in the manner laid down in Clause 1 above.

**Clause 37 (A):** The Contractor shall be responsible (or and shall pay the expenses to providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government the same shall be recoverable from Contractor forthwith and be deducted without prejudice to any other remedy of Government from any amount due or that may become due to the Contractor.

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

a) The worker's shall be required to use the equipment's so provided by the Contractor & Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

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

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

Clause 37 (C): The Contractor shall duly comply with the provision of Apprentices Act 1961 (III of 1961) the rules made thereunder & orders that may be issued from time to time under the said Act & the said Rules & on his failure or neglect to do so he shall be subject to all the liabilities & penalties provided by the said Act & said Rules.

Clause 38: --Deleted----

NOTE :-
Excess Quantities if required to be executed only after permission of the authority granting Administrative Approval to the work. It shall be paid at tender rate only.

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

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

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

Clause 42: The contractor shall be enter upon or commence any portion of work expected with the written authority and instruction of the Engineer-in-charge or of his subordinate in charge of the work failing such authority the contractors shall have no claim to ask for measurement of or payment for work.

Clause 43:
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 breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Newer).

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

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

v) The contractors 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 contractors and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the contractors but such decision shall not in any way effect the conditions in the sanctioned tender rates.

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

vii) The contractor should take precaution against accidents which take place on account of labour using loose garments while working near machinery.

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

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

Clause 46: If Government declares a state of scarcity or famine to exist in any village situated within 16 km of the work the contractors shall
employ upon such parts of the works as are suitable for unskilled labour
any persons certified to him by Executive Engineer may have
dele gated this duty in writing to be in need of relief and shall be bound to
pay to such persons wages not below the minimum which Government
may have fixed in this behalf. Any disputes which may arise in
connection with the implementation of this clause shall be decided by
the Executive Engineer whose decisions shall be final and binding on
contractor.

Clause 47: The price quoted by the contractors shall not in any case
exceed the control price, if any fixed by Government or reasonable price
which it is permissible for him to charge a private purchaser for the same
class and description the controlled price or the price permissible exceed
the controlled price or the price permissible under Hoarding and
Profiteering Ordinance, 1948 as amended from times to time. If the price
quoted excess the controlled price or the price permissible under
Hoarding and Profiteering Prevention Ordinance the Contractors will
specifically mention this fact in this tender along with the reasons for
quoted such, higher price. The purchaser at his description will in such
case exercise the right of revising me price at any stages so as to
conform with the controlled price as permissible under the Hoarding and
Prevention Ordinance This discretion will be exercised without prejudice
to any other action that may be taken against the contractor.

Clause 47A: The tendered rates shall be inclusive of all taxes, rates &
cesses.

Clause 48: The rates to be quoted by the Contractor must be inclusive
of Vat, No extra payment on this account will be made to the contractor.

Clause 49: In the case if materials may remain surplus with the
contractors from those issued for the work contracted for the date of
ascertainment of the materials being surplus will be taken as the date of
the sale for the purpose of sales tax and the sales tax will be recovered
on such sales.
Clause 50: The contractors shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department’s Scheme.

Provided however, that if the required number of unskilled labour from that district is not available, the contractors shall in the first instance employ such number of persons as is available and there after may with the previous permission in writing of Executive Engineer-in-charge of the said work obtain the rest of the requirement of unskilled labour from outside the above Scheme.

Clause 51: Wages to be paid to the skilled and unskilled labourers engaged by the contractors.

The contractors shall pay the labourers skilled & unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contractors is progress.

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

The contractor shall pay the labourers – skilled and unskilled – according to wages prescribed by Minimum Wages Act. 1948 applicable to the area in which the work is in progress.

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

Signature of Contractor: [Signature]

No. of Corrections: [Number]

Executive Engineer: [Name]

Maharashtra Fisheries Development Corporation
Clause 53: The contractor shall duly comply with all the provisions of the contract labour (Regulation and Abolition) Act 1970 (37 of 1970) and the Maharashtra contract labour (Regulation and Abolition) Rules. 1971 as amended from time to time and all other relevant status and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work in particular contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra contract Labour (Regulation and Abolition) Rule 1971. if the contractor fails or neglect to pay wages at the said rates or makes short payment and the Government makes such payment of wages in full or part thereof less paid by the Government to such workers shall be deemed to be arrears of Lands Revenue and the Government shall be entitled to recover the same as such from the contractors or deduct the same from the amount payable by the Government to the contractor hereunder or from any other amounts payable to him by the Government.

Clause 54: The contractor shall engage apprentices such as brick layer, carpenter, wiremen, plumber, as well as black smith by recommended by the State Apprentice Ship Advisor Director of Technical Education, Dhobi Talaw, Mumbai-1. In the construction work (As per Government of Maharashtra, Education Department No. TSA/5170/T/ 56689, dated 7/7/72.)

Clause 55: (Government of Maharashtra P.W.D. Resolution No. CAT-1086/CR-243/K/Bldg. 2 Mantralaya, Mumbai Dated 11.08.1987)
CONDITIONS FOR MALARIA ERADICATION. ANTI-MALARIA AND OTHER HEALTH MEASURES
a) The anti-malaria and other health measures shall be as directed by the Joint Director (malaria and filaria) of Health Services, Pune.
b) The Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.
c) The Contractor shall carry out ant-malaria measures in the area as per guidelines prescribed under National Malaria Eradication Program and as directed by the joint Director (malaria and filaria) of Health Services, Pune.
d) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, Contractor shall be liable to pay to Government the amount spent by the Government on anti-malaria measures to control situation in addition to fine.

e) RELATION WITH PUBLIC AUTHORITIES

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

(Government of Maharashtra P.W.D. Resolution No. CAT-1086/CR-243/K/Bldg. 2 Mantralaya, Mumbai Dated 11.08.1987)

Clause 56 - CONDITIONS RELATING TO INSURANCE OF CONTRACT WORK

The Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period COMPULSORILY from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for Correspondence is "264, MHADA, First Floor, Opposite Kalanagar, Bandra (East), Mumbai- 400051." (Telephone Nos. 022- 265 90 403 / 265 90 690 and Fax No. is 022-265 92 461 / 265 90 690). 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 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

Signature of Contractor

No. of Corrections

Executive Engineer

Maharashtra Fisheries Development Corporation
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.

Clause 57 - Building and Other Construction Workers Welfare Cess


Additional Condition for supply of

Printer 1 nos

1) HP Laserjet Pro MFP M226dw Printer (Print, Scan, Copy, Fax, Wireless, Duplex, ePrint)

Specification.

- Print Speed Upto 25/26 ppm A4/letter (Normal)
- First page out in as fast 8 seconds
- 600 MHz processor with 256MB RAM
- Duty Cycle up to 15000 pages per month
- Color flatbed scanner with ADF
- Automatic duplex printing
- Wifi (802.11b/g/n)
- Built-in Fast Ethernet 10/100Base-TX network port
- Phone line port (in/out)
- 7.6 cm color touchscreen
- Auto-on/Auto-off technology
- HP ePrint
- HP Smart Install

Signature of Contractor  No. of Corrections  Executive Engineer
Maharashtra Fisheries Development Corporation
2) **One Binocular with 10x25 Portable High Definition and Compass by Merytes**

The Cost of Supply of items as Specified above is indicational to work and no separate payment will be made for the same to the Contractor. Contractor failing to Supply the above accessories will make himself liable for recovery of amount equal to the cost of above items and accessories as specified above from the bills of work done by him.

The supply of above items with required accessories shall be completed within One Moths from the date of issue of work order. The specification and configuration for supply of the stipulated items to the department shall be made to the contractor and expenditure towards these shall be considered incidental to the work while quoting.
SCHEDULE ‘A’
“SCHEDULE A”

**NAME OF WORK:** PROVIDING INFRASTRUCTURAL FACILITY TO FISHERMEN OF FISH LANDING CENTER AT VARIOUS PLACES IN MAHARASHTRA

Schedule showing (approximately) the materials to be supplied from the public works department store for the work contracted and ancillary work and the rates at which they are charged for..

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Qty</th>
<th>Unit</th>
<th>Rates at which the material will be charged to the contractor</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In figures</td>
<td>In words</td>
</tr>
<tr>
<td>1</td>
<td>NIL</td>
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</table>

**Note –**

1) The person on firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer In charge on the issue of the form prior to the submission of the tender.

2) The rates mentioned in Schedule “A” are inclusive of all taxes and storage charges.
SCHEDULE ‘B’
**Name of Work- Providing Infrastructural Facility to Fishermen of Fish Landing Center at**

**SCHEDULE B**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Item</th>
<th>Rate</th>
<th>Rates in words</th>
<th>Unit</th>
<th>Amount</th>
<th>Standard Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>750000.00</td>
<td>Sqm</td>
<td>Item No. 1 :- Removing grass, bushes, shrub sapling and disposing upto sufficient distance including clearing the site as directed upto 100 meter width etc.</td>
<td>141.00</td>
<td>Rupees one hundred and forty one only</td>
<td>Per One Hundred Square Metre</td>
<td>1057500.00</td>
<td>As directed by Engineer in charge</td>
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<tr>
<td>15.00</td>
<td>Day</td>
<td>Item No. 2 :- Reconnaissance survey for development of fish landing center including study of Engineering and economic investigations including topographic survey of area, tidal observation for establishing firm tidal bench mark, tidal currents observation, collection of various relevant metrological date and collection of various relevant date including preparation of conceptual general alignment and lay-out plan showing existing / proposed facilities with all type of compliance required from department complete.</td>
<td>40748.00</td>
<td>Rupees fourty thousand seven hundred forty-eight only</td>
<td>Per One Day</td>
<td>611220.00</td>
<td>As directed by Engineer in charge</td>
</tr>
</tbody>
</table>

**Signature of Contractor**

**No. of Corrections**

**Executive Engineer**

**Maharashtra Fisheries Development Corporation**
<table>
<thead>
<tr>
<th>Item No. 3</th>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Item No. 3 :: Detailed topographical /hydrographic survey with auto level for off shore elevated ground and taking sounding by survey boat for submerged sea/creek bed including carrying out detailed geographical survey, taking trial pit of size 1.50x 1.50 x 2.00 m for strata classifications showing details of existing facilities provided at fish landing centre including permanent / temporary structures trees, telephone lines, pipe lines, field bunds, approach road as directed including taking longitudinal section &amp; cross section at 15 to30m interval between low tide level to high tide level wherever required as per standard downloading survey date on computer and preparing auto cad plans and cross section including necessary geometrics, working out quantity of various items/ steel parts of the proposed fish landing centre in computer print in 5 copies etc. complete as directed by Engineer in charge.</td>
<td>135.54 Rupees one hundred and thirty five and fifty four paise only</td>
<td>Per One Hundred Square Metre</td>
<td>2033100.00 As directed by Engineer in charge</td>
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<tr>
<th>Item No. 4</th>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Item No. 4 :: Preparing PSD report, detailed plant and estimtae &amp; DPR with the help of approved survey data and design of steel part of fish landing centre confirming to guidelines of government of maharashtra, fisheries department and relevant IRC code including submission of completed report in all respect necessary in 5 copies in proper file indexing and paging with all types of compliance if required from department etc. complete.</td>
<td></td>
<td>5 Numbers A) P.S.D Report for Design</td>
<td>2625000 Rupees Twenty six lakhs and Twenty Five thousand only</td>
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<td></td>
<td>5 Numbers B) Detailed Estimate</td>
<td>3000000 Rupees Thirty lacks only</td>
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Signature of Contractor
Executive Engineer
Maharashtra Fisheries Development Corporation
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<tr>
<th>S</th>
<th>Numbers</th>
<th>C) DPR</th>
<th>Rupees Fifty six lakhs and Twenty Five thousand only</th>
<th>Per Five Numbers</th>
<th>5625000</th>
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<tr>
<td>5</td>
<td>Numbers</td>
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| Total | 14951820.00 |
| Say | 14951820.00 |

One crore forty nine lacks fifty one thousand eight hundred and twenty Only.

Executive Engineer,
Maharashtra Fisheries Development Corporation, Ltd., Mumbai