

**ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD.
ICHALKARANJI.**

Upgradation of Infrastructure facilities at Textile Cluster,Ich.

Maharashtra.

Project under Industrial Infrastructure Upgradation scheme (IIUS)-2003.

Ministry of Commerce & Industry.

Government of India.

TENDER DOCUMENTS FOR THE WORK OF-

Strengthen of base of CETP to Dr.

Babasaheb Ambedkar Statue road.

**ICHALKARANJI TEXTILE DEVELOPMENT
CLUSTER LTD., ICHALKARANJI.**

**5/617, SWIMMING POOL PREMISES, NEAR VED BAVAN,
ICHALAKARNJI-416115. DIST. KOLHAPUR. (MAHARASHTRA) .**

Phone No. : (0230)2421009, FAX : (0230)2421143

ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD.

5/617, Swimming pool Premises, Near Ved Bhavan, ICHALKARANJI-416115 DIST.KOLHAPUR (Maharashtra)
Phone: (0230) 2421009, Website: www.ichcluster.com Email : chairperson @ ichcluster.com

Sealed Percentage rate tenders are invited for the following works from reputed Experienced or Registered Contractors.

Sr. No.	Name of the Work	Estimated Cost In Rs. in lacs.	Earnest Money Deposited in Rs.	Period of Completion of work	Tender Form Cost In Rs.
1	Construction Of Island at Lt. Thorat Chouk, Ichalkaranji.	0.65	655/-	2 Months	100/-
2	Construction Of Island at Tin Batti char Rastta, Ichalkaranji.	1.86	1870/-	2 Months	200/-
3	Construction Of Island at Shahapur Chavadi chouk, Ichalkaranji.	1.35	1350/-	2 Months	200/-
4	Shifting of 11KV transformer HT/LT line and pole at Sangli road RS No. 672 to RS NO. 610 ring road.	5.59	5600/-	2 Months	500/-
5	Providing Lowering Laying & Jointing 600 mm Dia. RCC NP-3 Pipe for underground drainage system 'B' zone Trunk main between Ch. No. 'B-25' A to 'B-23 A' near CETP site.	7.59	7600/-	2 Months	500/-
6	Repairing of trenches of drainage line on Site No. 95 to Kudache mala to MSEB substation ring road.	4.02	4050/-	2 Months	500/-
7	Strengthen of base of CETP to Dr. Babasaheb Ambedkar Statue road.	9.27	9300/-	3 Months	500/-

1. Blank Tender Forms, will be issued at cluster office between 6th Oct. 2008 to 21st Oct. 2008 on payment of tender form fee and fulfilling eligible criteria as per tender form
2. Sealed tenders will be accepted in cluster office on or before Wensday, 22nd Oct. 2008 up to 2.00 P.M. Tender will be opened on the same day at 4.00 P.M. in the presence of tenderers.
If any change in the date on tender opening it will be informed.
- 3 Ichalkaranji textile development cluster reserves the rights to reject any or all tenders without assign any reasons.
- 4 This Tender Notice & Tender Documents are also available at our website www.ichcluster.com

(G.R.Akiwate.)
Managing Director.

(Sou. Kishori P. Awade.)
Chairperson

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Managing Director

DETAILED TENDER NOTICE TO CONTRACTOR

Managing Director, Ichalkaranji Textile Development Cluster Ltd., Ichalkaranji invites sealed tender on two envelope system on prescribed formats from bonafied reputed experienced or Registered contractors who are qualifying following "Essential Qualifying Criteria". Detail of execution of work is mentioned in Tender Notice.

Tender documents can also be downloaded from Company's website www.ichcluster.com and in such a case, the tenderer shall deposit the cost of tender documents along with submission of the tender, failing which his tender will not be opened. The cost of tender documents shall be deposited in the form of demand draft/pay order and enclosed in the envelope containing the Earnest Money Deposit. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender document. In case, any correction, additions or alterations in the downloaded standard documents are made, such tender shall not be considered.

Essential Qualifying Criteria

1. The Contractor should possess the experience of having successfully completed similar works during the last 3 years (ending last day of 31st March every year.) which should be any one of the following.
 - i) Three similar completed works each costing not less than amount equal to 30% of the estimated cost.
 - ii) Two similar completed works each costing not less than amount equal to 40% of the estimated cost.
 - iii) One similar completed works costing not less than amount equal to 65% of the estimated cost.

Notes:- Highway/ Road works with Earthwork, and culverts executed as per MORTH/MOST shall be considered as similar work (s). a work shall mean the work executed under one contractor.

2. The financial turnover during the last three years should be at least 30% of the estimated cost.

Notes:- the financial turnover shall be judged from ITCC or Annual reports including Profit and Loss A/c.

3. The Contractor should have its net worth not less than 10% of the estimated cost of the tender. This will be judged from the audited balance sheet of the last financial year ending on a date not prior to 18 months from the due date of submission of the tender.
4. The contractor should submit performance certificate in reference to S. No.1 (Minimum 3 Nos., 2 nos., or 1 n. as the case may be) above from clients for having

successfully completed similar works in the last three years.

5. There should not be any unsatisfactory performance report of the contractor from any source.

Name of Work:- Strengthen of base of CETP to Dr. Babasaheb
Ambedkar Statue road.

1. Cost of each blank tender form :- Rs.500/-
(Non Refundable)
3. Estimated Cost of Works :- Rs.9.27 Lakhs
4. Earnest Money :- Rs. 9300/-
5. Initial Security Deposit (2%+1% EMD) :- Rs. _____
and Further Security Deposit,
to be deducted from bills. (5%) :- Rs. _____
6. Date and time upto which
blank tender forms will be issued. :- 6th Oct. 2008 to 21st Oct. 2008
7. Date & time of receipt of tender. :- 22nd Oct. 2008 up to 2.00 P.M.
Probable date and time of
opening of tender. :- 22nd Oct. 2008, 4.00pm
9. Validity Period :- 120 Days
The offer of the contractor shall remain valid for
acceptance for a minimum period of 120 days from the date
fixed for opening of Envelope No. 2 (Main Tender) 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 Acknowledgement due.
10. The tender notice shall form a part of the contract
agreement.
11. The tenders are invited on Company design only.
12. The blank tender forms will be sold only to the eligible
Contractors and above on production of original or attested
copy of valid registration or renewal certificate at the time
of applying for issue of blank tender forms otherwise blank
tender forms will not be issued to them.
13. The tenderer if firm or company shall in their forwarding
letter mention the names of all the partners of the firm or
the company (as the case ma be) and the name of the partner
who holds the power of attorney if any, authorizing him to
conduct transaction on behalf of the firm or company.
14. Right is reserved to revise or amend the contract
documents fully or part thereof prior to the date notified or
amended for the receipt of tender. Such deviations/amendments
if any shall be communicated in the form of corrigendum or by
a letter as may be considered suitable.
15. Right is reserved to or rejects any or all tenders without
assigning any reason thereof.
16. Tenders that do not fulfill all or any conditions or are
incomplete in any respect are liable to summary rejection.

2) EARNEST MONEY :-

1. Earnest money shall be acceptable in form of Demand Draft in favour of Ichalkaranji Textile Development Cluster Ltd. payable at Ichalkaranji.
2. Tender of those who do not deposit earnest money in the above acceptable form shall be summarily rejected.
3. The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.

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

3) TENDERING PROCEDURES:-

1. Opening of tenders:-

On the date specified in the tender notice following procedures will be adopted for tender opening of the tender.

Envelope No. 1:-

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

Envelope No.2

This envelope shall be opened immediately after opening of Envelope No.1, only if contents of Envelope No. 1 are found to be acceptable to the Company, the tendered rate in Schedule 'B' or Percentage above/below the estimated rates shall then be read out.

2. Security Deposit: -

2.1 The successful tenderer shall have to pay 3% (including 1% EMD) of value of work by Demand Draft of a nationalized/ Scheduled Banks in favour of Ichalkaranji Textile Development Cluster Ltd. Payable at Ichalkaranji. The additional of 5 % will be recovered from running bills.

2.2 All compensations or other sums payable by the Contractor under the terms of this contract or on any account may be deducted from his security Deposit or

from any sums which may be due to him or may become due to him by government on any account and in the event of security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the engineer-in-charge make good the deficit.

3.3 There shall be no liability on the Company to pay any interest on the security Deposited by or recovered from the Contractor.

3.4 The security Deposit shall be refunded after completion of work and additional 5% shall be refunded after completion of six months i.e., defect liability period prescribed for this contract.

TENDER FOR WORKS

I/ We here by tender for the execution for the Ichalkaranji Textile Development Cluster Ltd., Ichalkaranji Dist. Kolhapur, Maharashtra (herein before and herein after referred to as "Company") of the work specified in the under written memorandum within the time specified in such memorandum at

(in words _____)

Percent below/above the estimated rates entered in schedule 'B' (memorandum showing items for work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to the annexed conditions of the contract.

MEMORANDUM

Name of Work:- Strengthen of base of CETP to Dr. Babasaheb Ambedkar Statue road, Ichalkaranji.

Estimate cost :Rs. 9.27 Lakhs

a) Earnest Money : Rs. 9300/-

b) Security Deposit :

i) Demand Draft (2% in addition to EMD) Rs.

ii) To be deducted form current bills(5%) Rs.

Total : Rs.

c) Percentage if any to be deducted

from bills so as to make up the

total amount required as security

Upto last

deposit by the time.

Running bill.

d) Time allotted for the work from

the date of written order to commence. 3 Months

2. I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening of the tender.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Company, should I/We fail to (i) abide by the stipulations 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 of the annexed General conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

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

Contractor _____ Signature of the Contractor
Address _____ before submission of the
_____ tender

Date the _____ day of _____ Year _____

Address : _____ Signature of witness
(Occupation) _____ to contractor's signature

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

Date the _____ day of _____ Year _____

Contractor

Managing Director

FORM B-1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and directions for the Guidance of Contractors

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender passed on a board hung up in office of the Managing Director and signed by the Managing Director.....

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 earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues, and ground rates and any other documents copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by Managing Director for the purpose of identification and shall also be open for inspection by the contractors at the office of the Managing Director, 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 company such specifications with designs and drawings shall form part of the accepted tender.

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

2(A). i) The Contractor shall pay along with the tender the sum of Rs. _____

(Rs. _____) as and by way of earnest money by **demand draft in favour of Ichalkaranji Textile Development Cluster Ltd., payable at ICHALKARANJI** of any Nationalized/ Scheduled bank for the like amount in favour of the Managing Director, _____.

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

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 a 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 starting at what percentage below or above 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 of all the estimated rates/scheduled rates shall be named. Tenders which propose any alteration in the work specified in the said form of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if Contractor who wish to tender for two or more works they shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.

5. The Managing Director or his duly authorized assistant shall open tenders in the presence of the contractors who have submitted their tender or their representative who may be present at the time and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected the divisional officer shall authorize the treasury officer receipt for the refund of the money.

6. The officer concerned to dispose off the tenders shall have the right of rejecting all or any 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 the company unless it is signed by the Managing Director.
8. The memorandum of work to be tendered for and the Schedule of materials to be supplied by the company and their rates shall be filled in and completed by the office of the Managing Director before the tender form 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. In case of Registered Contractors, contractor should produce along with his tender certificate of registration as approved Contractor in the appropriate class and renewal of such registration with date of expiry.
 12. All Corrections and additions or pasted slips should be initiated.
 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 Managing Director's decision as to what is "the usual method in use in the Department" will be final.
 14. A tendering Contractor shall furnish a declaration along with a tender showing all works for which he has already entered into contract, and the value of the work that remains to be executed in each case on the date submitting the tender.
 15. Every tenderer shall furnish a declaration along with the tender, information regarding the Income Tax Circle or Ward of the District in which he is assessed to Income tax, the reference to the number of the assessment and the assessment year, **Permanent Account Number Pan No.** _____.
 16. 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.
 17. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions 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.
 18. The Contractor shall comply with the provisions of Apprentices Act. 1961 and the rules and orders issued

there under from time to time. If he fails to do so, his failure will be 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.

19. In case of any dispute between Company and Contractor in the matter will be referred to sole arbitrator as per arbitration Act. Award of Arbitrator will be binding to both the parties.

20. Any legal action will be subject to Ichlakaranji jurisdiction.

Contractor

Managing Director

Action when whole of security deposit is forfeited.

Clause 1 - In any case in which under any clause of this contract of the Contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other causes, the Managing Director, on behalf of the Company shall have power to adopt any of the following courses, as he may deem best to the interest of Government.

a) To rescind the contract (for which rescission notice in writing to the Contractor under the hand of Managing Directors shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the interest of Company.

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 unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the

same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Managing Director as to the costs and the other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.

c) To order that the work of the Contractor be measured up and to take such part thereof as shall be unexecuted, out of his hands and to give it to another Contractor to complete, in which case all expenses incurred advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of he work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Managing Director as to all the costs of the work and other expenses as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the Contractor.

In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitled to recover or be paid, any sum for any work therefor actually performed by him under this contract unless and until the Managing Director shall have certified in writing the performance of such work and 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 work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the Contractor, the amount of excess shall be deducted from money due to

the Contractor, by Government under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however that the Contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Managing Director, the Contractor shall have no claim to compensation for any loss sustained by reason of his having purchased, or procured any materials, or with a view to the execution of the work or the performance of the contract.

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

Contractor remains liable to pay compensation if action not taken under clause 3 & 4

Extension of time

Clause 2 - If the progress of any particular portion of the work is unsatisfactory, the Managing Director shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned, be entitled to take action under after given the Contractor 10 days notice in writing. The Contractor will have to claim for compensation, for any loss sustained by him owing to such action.

Clause 3 - In any case in which any of the powers conferred upon the Managing Director by clause 3 and 4 hereof shall have become exercisable and the same shall not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be excisable in the event of any future case of default by the Contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the Contractor for past and future compensation shall remain unaffected.

Clause 4- If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Managing Director before

the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Managing Director in the opinion of 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 Managing Director in this matter shall be final.

***Final
certificate***

Clause 5 - On the completion of the work the Contractor shall be furnished with a certificate by the Managing Director (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor 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, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval from 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 to the removal of scaffolding, surplus materials and the 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 and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such

scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Bills to be on printed forms.

Clause 6 - The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

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

Clause 7 - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the engineer-in-charge and loaded in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working of required by him, shall be supplied at the rates Rs. _____ /- per set of contract drawing and Rs _____ /- per working drawing except where otherwise specified.

Alteration in specification and designs not to invalidate contracts.

Clause 8- 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 for advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing and signed by

Rates for works not

**entered in
estimate or
schedule of
rate of the
district.**

**Extension of
time in
consequence of
addition or
alterations**

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 has agreed to do the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out as the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. if the additional or alter work for which no rate is entered in the Schedule of Rates Division, is ordered to be carried out before the rates are agreed upon 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 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 it in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rate as shall be fixed by the engineer-in-charge. In the event of a dispute the decision of the Engineer-in-charge of the Company will be final. Where, however, the work is to be executed according to the designs, drawings, and specifications recommended by the Contractor and accepted by the Competent Authority the alterations above referred to shall be within the scope of such design, drawings and specifications

appended to the tender.

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

Time limit for unforeseen claims

Clause 9 Under no circumstances whatever shall the contractor be entitled to any compensation from company on any account unless the contractors shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

Action and compensation payable in case of bad work.

Clause 10 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 at any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any material or articles provided by him to the execution of the work are unsound or of a quality inferior to the contracted for, or are otherwise not in accordance with the contract, it shall be lawful to the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials, articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound for with to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required shall remove the materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay the compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days during which the failure so continues and in case

***P.W.D.
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CAT-
1087/CR-94/
Bldg.-2 Dated
14/6/89.***

of any such failure Engineer-in-charge may rectify or remove and re-execute the work or remove replace the materials 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 prescribed above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Work to be open to inspection

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Clause 11- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinates to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause 12- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise 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 covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, and in default thereof no payment

or allowance shall be made for such work or for the materials with which the same was executed.

**Contractor
liable for
damage done
and for
imperfections.**

Clause 13 If during the period of _____ months from the date of completion certified by the Engineer-in-charge pursuant to clause 7 of the contract or _____ months after commissioning the work, whichever earlier in the opinion of the Managing Director the said work is defective in any manner whatsoever the contractor shall for with on receipt of notice in that behalf from the Managing Director duly commence execution in every respect all the work may be necessary for rectifying and 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 Engineer. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice, the Managing Director may 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 for with on demand pay to the Government the amount of such cost, charges and expenses sustained or incurred by the government of which the certificate of the Managing Director shall be final and binding on the contractor. Such costs charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government the same may be recovered from the Contractor as arrears of land revenue. The Company shall also be entitled to deduct the same from any amount which may then be payable or which may therefore become payable by the Company to the Contractor either in

respect of the said work or any other work whatsoever or from the amount of security deposit retained by Company.

The defect liabilities period in particular for waterproofing treatment (building work) shall be 7 years.

Contractor to supply plant, ladder, scaffolding etc.

And is liable for damages arising from non-provisions of light, fencing etc.

Clause 14 The contractor shall supply at his own cost all material (except such as special materials, if any as may, in accordance with the contract, be supplied from the P.W.D stores), plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and temporary works requisite or proper execution of the work, whether in the original, altered or submitted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and may which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the engineer-in-charge at the expense of the contractor and 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, or 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 proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such

suit action or proceedings to any such person, or which may with consent of the contractor be paid for compromising any claim by any such person.

List of machinery in contractor's possession and which he proposes to use on the work should be submitted along with the tender.

Clause 14 (A) The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection therewith.

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

b) A scaffold shall not be constructed, taken down or substantially altered except

1) Under the supervision of a competent and responsible person; and

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

3) All scaffolds and appliances connected therewith and ladders shall

i) Be of sound material

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

iii) Be maintained in proper condition.

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

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

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

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

h) Before allowing a scaffold to be used by his workmen the contractor shall

whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.

i) Working platform, gangway, stairways shall

i) Be so constructed that no part thereof can sag unduly or unequally

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

iii) Be kept free from any unnecessary obstruction.

j) In case of working platform, gangways, working places and stairways at a height exceeding 2 mtrs (to be specified)

i) Every working platform and gangway shall be closely boarded unless other adequate measures are taken to ensure safety.

ii) Every working platform and gangway shall have adequate width, and

iii) Every platform gangway, working place and stairway shall be suitably fenced.

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

l) When persons are employed on a roof where there is a danger of falling from a height exceeding 2 mtrs (to be specified) suitable precautions shall be taken to prevent the fall of persons or material.

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

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

o) The contractor / (s) will have to make payments to labourers as per Minimum Wages Act 1948.

Clause 14 (B) The contractor shall

comply with the following regulations as regards the Hoisting Appliances to be used by him:

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

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

and

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

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

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

d) Every chain, ring, hook, schakle, shivel and pulley block used in hoisting or lowering materials or as a 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 21 years of age shall be in control of any hoisting machine including any scaffold, which give signals to the operator.

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

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

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

indicated.

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

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

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

m) Adequate precautions shall be taken to reduce to a minimum the risk of any part or suspended load becoming accidentally displaced.

Measure for prevention of fire.

Clause 15 The contractor shall not set fire to any standing jungle, trees, bushwood, or grass without a written permission from the Executive Engineer. When such permit is given and also in the case when destroying, cut or dug up trees, bushwood, grass etc, by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him and provide them sanitary and other arrangements.

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

Clause 16 Compensation for all damages done intentionally by contractor's labours whether in or beyond the limits of the Company property including any damage caused by the spreading of fire mentioned in Clause 17 shall be estimated by Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Engineer on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which will be recovered from the contractor as damage in the manner prescribed in Clause 1 or deducted by Engineer-in-charge from any sums that may be due or become due from Government to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by

any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Work not to subject

Clause 17 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 to do so, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of company 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 of the contractor shall thereupon stand forfeited and be absolutely at the disposal of company, and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

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

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 18 All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of company without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Changes in the constitution of firm to be notified.

Clause 19 In the case of tenders by partner, any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for

Direction and control of the Superintending Engineer.

Actions where no specifications
.

Definition of work.

Compensation under Workmen's compensation Act.

Entering upon or commencing any portion of work.

his information.

Clause 20 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer of the Company, for the time being, whop shall be entitled to direct at what point or points and in what manner they are to be commenced, and from tome to time carried on.

Clause 21 In the case of any class of work for which there is no such specification as is mentioned in Rule 1 from B-1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification then in such case work shall be carried out in all respect in accordance with all instructions and requirements of the Engineer-in-charge.

Clause 22 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 construct to mean the work or works contracted to be executed under or in virtue of the contract whether temporary or permanent and whether original, altered, substituted or additional.

Clause 23 The Contractor shall be responsible for and shall pay any compensation to his workmen payable under workmen's compensation Act, 1923 (VIII of 1923) (herein after called the said Act) for injuries caused to the workmen. If such compensation is payable by the Government as principle used sub-section (1) of Section 12 of the said Act on behalf of the contractor, it shall be recoverable by the 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 24 The contractor shall not enter upon or commence any portion of work except with written authority and instructions of the Engineer-in-charge or

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

Minimum age of person employed, the employment of donkeys and/or other animals and the payments of fair wages.

Clause 25

(i) No contractor shall employ any person under the age of 18 years

ii) No contractor 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 (Newar).

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

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

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

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

vii) Contractor to take precautions against accidents which take place on account of labour using loose garments while working near machinery.

viii) All facilities provided in the Contract Labour (Regulation and Abolition

Act 1971), the Maharashtra Contract Labour Regulation and Abolition Rule 1971 should be provide.

Acceptance of conditions compulsory before tendering work

Clause 26 Any contractor who does not accept these conditions shall not be allowed to tender for work.

Employment of scarcity labour.

Clause 27 If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive engineer, or by any person to whom the Managing Director may have been delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Managing Director whose decision shall be final and binding on the contractor.

Maharashtra Act XIX of 1985, Clause regarding turnover tax vide P.W.D circular No. CAT-1086/CR-33 0 Bldg-2 Dated 10th June 1987

Clause 28(a) The tendered rates shall be inclusive of all taxes, cesses, and royalties. The amount of royalty shall be deducted from bills to deposit in the treasury of Government.

Government Circular No: CAT 1284(120) Building-2 Mantralaya Mumbai- 400032 Dated 14/08/85

Clause 29 The rates to be quoted by the contractor must be inclusive of sales tax. No extra payment on this account will be made to the contractor.

Clause 30 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 statues and statutory provisions concerning payment of wages particularly for workmen employed by

the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. if the contractor fails or neglects to pay wages at the said rates or make short payments and the Government makes such payment of wages in full or part thereof less paid by the contractor as the case may be, the amount so paid by the Government to the workers shall be deemed to be arrears of land revenue and the Government shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Government to the contractor hereunder or from any other amount/s payable to him the Government.

Clause 31 CONDITIONS RELATING TO INSURANCE OF CONTRACT WORK

The contractor shall take necessary Insurance Policy/ Policies so as to provide adequate insurance cover for execution of the awaited contract work for total contract value and complete contract period from the "Directorate of Insurance, Maharashtra State, Mumbai only. Its postal address for correspondence is "264 MHADA, First Floor Opposite Kalanagar, Bandra (East), Mumbai- 400051." (Telephone Nos. 022-26438690/26438746 and Fax no. 022-26438461). Similarly all workmen appointed to complete the contract work are required to insure under workmen's compensation Insurance Policy. Insurance Policy / Policies taken out from any other company will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the contractor for the executed contract work.

Clause 32- Quantities mentioned in estimate of tentative and approximate and are subject to increase or decrease during executing, also owner reserves the rights to delete any items of work. The contractor shall have no right for any extra claim and his bill shall be paid on executed quantity as per tender only.

Clause 33 - The work of W.B.M. shall be completed before Nov.2008 and asphaltting work shall commenced immediately after rainy season i.e.Dec.2008. The time duration of work is inclusive of rainy season.

**Liquidated
Damage**

Clause 34- In case of delay in execution of contract work within prescribed time limit penalty will be impose 1% per week and maximum 10% of the Contract value.

Contractor

Managing Director

Schedule –B

ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD.					
ABSTRACT					
Sr.no	Item	Quantity	Rate	unit	Amount
			Rs. Ps		
1	Item no. 1 Providing and laying bituminous bound macadam surface 75 milimetre thick including supplying all materials spreading trap metal layers and key aggregate heating and spraying bitumen at the rate of 200 kg/100 sq.mt. and compaction with power roller including applying tack coat at 50 kg. per 100 sq.mt. etc. complete (without seal coat) excluding 20 mm metal. Spec. No. : As directed by Engineer-in-charge				
		6420.00	144.45	Sqm.	927369.00
	Total				927369.00
Managing Director Ichalkaranji Textile Development Cluster Ltd.					