



**GODAWARI MARATHWADA IRRIGATION DEVELOPMENT  
CORPORATION, CHH.SAMBHAJI NAGAR**

(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)

**B - 1 TENDER**

**TENDER DOCUMENTS**

**Name of Work:**

**Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)**

**CHIEF ENGINEER & CHIEF ADMINISTRATOR**

**COMMAND AREA DEVELOPMENT, CHH.SAMBHAJI NAGAR.**

**SUPERINTENDING ENGINEER & ADMINISTRATOR,**

**COMMAND AREA DEVELOPMENT AUTHORITY, CHH.SAMBHAJI NAGAR.**

**EXECUTIVE ENGINEER,**

**NANDUR MADHMESHWAR IRRIGATION DIVISION, VAIJAPUR**

**CHIEF ENGINEER & CHIEF ADMINISTRATOR COMMAND AREA  
DEVELOPMENT, CHH.SAMBHAJI NAGAR.**

**SUPERINTENDING ENGINEER & ADMINISTRATOR,**

COMMAND AREA DEVELOPMENT AUTHORITY, CHH.SAMBHAJI NAGAR.  
EXECUTIVE ENGINEER, NANDUR MADHMESHWAR IRRIGATION DIVISION,  
VAIJAPUR..

**Name of Work**

**Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)**

**Estimated Cost: Rs. 239.00 Lakhs**

**Tender Cost: Rs. 200.84 Lakhs**

**‘Draft Tender Papers Submitted for Approval’**

**‘Recommended for Approval’**

**Divisional Accountant Officer  
N. M. Irrigation Division  
Vaijapur**

**Executive Engineer,  
Nandur Madhmeswhar Irrigation Division,  
Vaijapur, Dist- Chh.Sambhaji Nagar.**

**‘Approved’**

**Superintending Engineer &  
Administrator, Command Area  
Development Authority  
Chh.Sambhaji Nagar.**

## INDEX

Sr.No	Particulars.	Page No.	
		From	To
<b>SECTION – I</b>			
1.1	Press Notice	5	7
1.2	Detailed Tender Notice	8	11
1.3	Disclaimer	12	18
1.4	Definitions	19	21
<b>SECTION – II</b>			
2.1	e – Tendering Instructions to Bidders	23	28
2.2	Manner of Online Submission of e - tender & its accompaniments for Post Qualification.	28	33
2.3	Issue of Blank tender forms on website	33	34
2.4	Revision or Amendment of e-tender documents	34	34
2.5	Additional instructions for submission of Technical & Eligibility Envelopment No.1	35	39
2.6	Additional Instructions for submission of Financial Envelopment No.2	39	40
2.7	Corrections	40	40
2.8	Signing of Tender Documents.	40	40
2.9	Acceptance of Tender	41	41
2.10	Validity for 60 days	41	42
2.11	Completions of Tender Documents	42	42
2.12	Language	42	42
2.13	License under Contract Labour	42	42
2.14	Submission of e – Tender	42	42
2.15	Online opening of Tenders	43	43
2.16	Payment of Stamp Duty	43	43
2.18	Certificates” A”	44	44
<b>SECTION - III (ANNEXTURE A)</b>			
3.1	Scope of work	46	46
3.2	Work Details	46	46
3.3	Information about work site	47	47
3.4	Period of Completion & Construction Programme of work	47	47
3.5	Royalty Charges	47	48
3.6	Details of work	48	52
3.7	Price variation Information	52	52
<b>SECTION – IV</b>			
	‘B 1’ Tender form, Tender for works, Memorandum	54	60
<b>SECTION – V</b>			
	Schedule “B” & “C”	62	63
	Work Programme	64	64
<b>SECTION – VI Appendices &amp; Forms</b>			
6.1	<b>APPENDIX - C</b> Affidavit in Truth	67	67

**Godavari Marathwada Irrigation Development Corporation**

6.2	<b>APPENDIX - D</b> Undertaking About Signing of Drawings	68	68
6.3	<b>APPENDIX - E</b> Declaration of the Contractor	69	69
6.4	<b>APPENDIX - F</b> Declaration of the Contractor	70	70
6.5	<b>APPENDIX - G</b> Bank Guarantee Bond	71	72
6.6	<b>APPENDIX - H</b> Details of Work in Hand & other Works Tendered	73	73
6.8	<b>APPENDIX - J</b> Agreement	74	75
6.9	<b>APPENDIX - K</b> Undertaking	76	76
6.10	<b>APPENDIX - L</b> Undertaking	77	77
	<b>LETTER OF TRANSMITTAL</b>	78	78
	<b>Form-1</b>	79	79
	<b>Form-2</b>	80	80
	<b>Form-4</b>	81	81
<b>SECTION – VII</b>			
	Conditions of contract	83	114
<b>SECTION – VIII</b>			
	Special conditions of contract	116	148
<b>Guidelines and directives from (DIRD) Pune</b>		150	169

**SECTION - I  
PRESS NOTICE  
DETAILED TENDER NOTICE  
DISCLAIMER &  
DEFINITIONS**

जलसंपदा विभाग शासन निर्णय, क्रमांक निविदा 0417/ प्र.क्र 247 / मोत्र-1, दिनांक 18/10/2023

महाराष्ट्र शासन

गोदावरी मराठवाडा पाटबंधारे विकास महामंडळ, छत्रपती संभाजी नगर  
कार्यकारी अभियंता, नांदूर मधमेश्वर पाटबंधारे विभाग,  
येवला रोड, वैजापूर, जि.छत्रपती संभाजी नगर - 423 701  
ई - मेल - nmidvjp@gmail.com, दूरध्वनी क्रमांक - (02436) 222123

ई - निविदा सूचना क्र. 10 सन २०२५ - २६

महाराष्ट्र राज्याच्या राज्यपालांच्या वतीने कार्यकारी अभियंता, नांदूर मधमेश्वर पाटबंधारे विभाग, वैजापूर,, जलसंपदा विभाग, महाराष्ट्र शासन हे जलसंपदा विभाग यांचे पत्र क्र. काअ/माव्यवप्रवि-2020/तांत्रिक (RFP)/03/2020 दिनांक:- 02/02/2021 च्या पत्रा नुसार **DIRD पुणे, जलसंपदा विभागांतर्गत फक्त Empanelled Agencies for Capacity Building & Institutional Strengthening of Water User Association (WUA) under Category " A" Agency Approved By Water Resources Department (WRD) Government Of Maharashtra** या सक्षम कंत्राटदाराकडून खालील कामाकरिता ब - १ नमुन्यातील ई - निविदा प्रणालीद्वारे (ऑनलाईन) निविदा मागवीत आहेत. निविदा कागदपत्रे शासनाचे संकेतस्थळ <https://mahatenders.gov.in> येथून डाउनलोड करण्यात यावीत. तसेच निविदा स्वीकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता, नांदूर मधमेश्वर पाटबंधारे विभाग, वैजापूर, यांनी राखून ठेवलेला आहे. अट असलेली निविदा स्वीकारली जाणार नाही.

अनु. क्र.	कामाचे नाव व जिल्हा	निविदेची किंमत रूपये	इसारा किंमत रूपये	कोऱ्या निविदा नमुना किंमत रूपये	काम करण्याची काल मर्यादा
1	नांदूर मधमेश्वर शाखा कालवा वरील वितरिका क्र. ०१ ते ०३ व ५, ६, ११, १२,१४,१६,१७,२२,२५,२६ उर्वरित क्षेत्र मधील पीक पद्धती व प्रत्याक्षिक, प्रशिक्षणे, क्षेत्रीय भेटी पाणी वापर संस्थांचे सक्षमीकरण दृढिकरण, पाणी व्यवस्थापन व हस्तांतरण करणे (क्षेत्र १४६८१ हे.)	रु .2,00,84,342/- (जी.एस.टी वगळून)	रु . 1,50,000/-	2000/- + जी.एस.टी = 2360	36 महिने

ई - निविदा उपलब्ध कालावधी : दि. 02 / 03 / 2026 ते दि. 12 / 03 / 2026

ई - निविदा उघडणे : दि. 16 / 03 / 2026

खालील ठिकाणी ई - निविदा बाबत सर्व माहिती उपलब्ध आहे.

१. संकेतस्थळ <https://mahatenders.gov.in>

(सदर निविदा सूचनेमध्ये काही बदल होत असल्यास वरील संकेतस्थळावर कळविण्यात येईल.)

२. कार्यकारी अभियंता, नांदूर मधमेश्वर पाटबंधारे विभाग, वैजापूर कार्यालयातील सूचना फलक.

जा. क्र. नामपा वि. / लेखा - १

कार्यकारी अभियंता यांचे कार्यालय

नांदूर मधमेश्वर पाटबंधारे विभाग, वैजापूर,

वैजापूर.

स्वा \_\_\_\_\_

कार्यकारी अभियंता

नांदूर मधमेश्वर पाटबंधारे विभाग, वैजापूर

**Godavari Marathwada Irrigation Development Corporation**

**GOVERNMENT OF MAHARASHTRA**

Godavari Marathwada Irrigation Development Corporation, Chh.Sambhaji Nagar

Executive Engineer, Nandur Madhmeshwar Irrigation Division, Vaijapur,

E-mail : nmidvjp@gmail.com Tel. No. 02436 /2221123

**E - Tender Notice No. 10 of 2025-26**

Executive Engineer, Nandur Madhmeshwar Irrigation Division, Vaijapur, Water Resources Department, Maharashtra Government **From only Empanelled Agencies for Capacity Building & Institutional Strengthening of Water User Association (WUA) under Category "A" Agency Approved by DIRD, Pune under by Water Resources Department (WRD) Government of Maharashtra.** is inviting tender from eligible contractors for the following work in B-1 format from E-Tender process ( Online). Tender documents should be downloaded from government website <https://mahatenders.gov.in>. Tender's acceptance or rejection right has been reserved by Executive Engineer Nandur Madhmeshwar Irrigation Division, Vaijapur, Chh.Sambhaji Nagar.. Tenders with conditions will not be accepted.

Sr. No.	Name of work and District	Tender Cost Rs	EMD Rs.	Blank Tender Fee	Time Limit
1	Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.) District:- Chh.Sambhaji Nagar..	Rs. 2,00,84,342/- (Excluding GST )	Rs. 1,50,000/-	2000/- + GST = 2360	36 Calendar months

E-Tender available duration :- **Date:- 02/03/2026 to 12/03/2026**

E-Tender opening date :- **Date:- 16/03/2026**

All information about E-tender is available on the below website

1. Website <https://mahatenders.gov.in> (Any change in tender will be updated on this website.)
2. Office notice board of Executive Engineer Nandur Madhmeshwar Irrigation Division, Vaijapur, Chh.Sambhaji Nagar.

O.N. UPP D.8 / AB - 1

Office of the,

Executive Engineer

Nandur Madhmeshwar Irrigation Division, Vaijapur,

Chh.Sambhaji Nagar.

Sd/

**Executive Engineer**

**Nandur Madhmeshwar Irrigation Division,**

**Vaijapur,**

**Chh.Sambhaji Nagar..**

**Godavari Marathwada Irrigation Development Corporation**

**Godavari Marathwada Irrigation Development Corporation, CHH.SAMBHAJI NAGAR  
Executive Engineer Nandur Madhmeshwar Irrigation Division, Vaijapur, Chh.Sambhaji  
Nagar.**

E-mail : nmdivjp@gmail.com Tel. No 02436 /2221123

E-Tender Notice No 10 of 2025-26

**KEY DATES**

Sr. No.	Particular	DD	MM	YYYY	Hrs.	Mins.
1	Publishing Date	02	03	2026	09	45
2	Document Sale Start Date	02	03	2026	09	45
3	Submitting Pre bid queries online to <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> on seek clarification option	Not Applicable				
4	Submitting reply to Pre bid queries online to <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> (if there is no reply from EE then original condition will be accepted)	Not Applicable				
5	Site Visit & Submission of Geo tagged Photographs (Start Date)	Not Applicable				
6	Site Visit & Submission of Geo tagged Photographs (End Date)	Not Applicable				
7	Document Sale End Date	12	03	2026	18	00
8	Bid Submission Start Date	02	03	2026	09	45
9	Bid Submission End Date	12	03	2026	18	00
10	Tech. Bid Opening Date (if possible)	16	03	2026	11	00
11	Financial Bid Opening Date (if possible)	20	03	2026	15	00

If any assistance is required regarding e-Tendering (upload & download) please contact NIC-procurement Toll Free Number (24x7) – 180030702232

**Executive Engineer  
Nandur Madhmeshwar Irrigation  
Division, Vaijapur, Chh.Sambhaji  
Nagar.**

Godavari Marathwada Irrigation Development Corporation

Government of Maharashtra  
GODAVARI MARATHWADA IRRIGATION DEVELOPMENT  
CORPORATION, CHH.SAMBHAJI NAGAR.

Executive Engineer, Nandur Madhmeshwar Irrigation Division, Vaijapur,  
Chaitanya Nagar, Chh.Sambhaji Nagar..

Email Id. [eeuppdv8@gmail.com](mailto:eeuppdv8@gmail.com) Phone No. 02462/299447  
E-TENDER NOTICE NO. 10 FOR YEAR 2025-26

DETAILED TENDER NOTICE

1. Online electronic bid basis tender in 'B 1' form for the below mentioned works are invited by Executive Engineer, Nandur Madhmeshwar Irrigation Division, Vaijapur, Chh.Sambhaji Nagar. on behalf of Godavari Marathwada Irrigation Development Corporation, Jalna Road, Chh. Sambhaji Nagar from bidders fulfilling criteria as mentioned in Qualification criteria. Main Tender Documents are available for online bid preparation & Submission on website from 02/03/2026 to 12/03/2026.

Sr. No.	Name of Work	Estimated Cost Rs. in lakhs		Earnest Money Amount Rs. in lakhs	Time Limit for completion (Month)	Cost of Blank Tender form Rs.	Class of Contractor
		3	4				
1.	Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)	239.00 (Including GST)	200.84	1.50	36 Months	2000 + GST = 2360	Empanelle d agencies under group "A" by DIRD, Pune WRD

2. The post qualification process is applicable for this tender work.
3. The forms of Main Tender documents are available on the website <https://www.mahatenders.gov.in>. The aspiring bidders have to purchase tender documents online by paying appropriate fee.

**Godavari Marathwada Irrigation Development Corporation**

4. The Bidder has to fill in online format and upload information.
5. Scanned copy of original document only will be accepted. Scanned copy from other than original documents will not be accepted.
6. While submitting the duly filled Tender Documents the Bidder is required to Deposit Tender fee amount and E.M.D. through e-payment gateway.
7. The Bidder has to prepare & submit Main Tender Documents online as per schedule.
8. Above/ Below will be done on part 1 of Schedule B. Part 2 Royalty Charges, Insurance, GST will be paid separately. Bidder should quote their offer keeping this in mind.
9. The Bidder shall submit online two separate Envelope, Cover - 1 & Cover - 2 online.
10. The Bidder shall upload 'Eligibility Bid' & 'Technical Bid' i.e. Envelope - 1, along with qualification information, prescribed forms and other documents.
11. The bidder shall give affidavit on 500 rupees stamp paper in truth of all documents uploaded in Envelope – 1 as per PWD GR no. CAT/2018/CN. 127/EMa-2 Dt 28 Nov 2018. Appendix 'D', 'E', 'J' and 'K' were should be on requisite Rs. 500 stamp paper other appendixes should be submitting with relevant data otherwise bid is liable to be rejected.
12. 'Financial Bid' i.e. Envelope - 2 is to be filled online with offer of the Bidder.
13. The Bidder shall upload the documents in readable form, He shall take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of opening Authority regarding this will be binding to all contractors.
14. All right are reserved to reject any or all main tender documents without assigning any reason by the competent authority.
15. If any assistance is required regarding E-Tendering (upload & download) please refer the Website and it's helpdesk no. 0120-4200462/0120-4001002.
16. All tender documents should be digitally signed by the bidder failing to which his bid liable to be rejected.
17. Pre-Bid conference with the bidders shall not be held as per WRD GR. No. Tender 0417/(CN. 247/17) / MP – 1 Dt 30 Nov, 2018

**Godavari Marathwada Irrigation Development Corporation**

18. The contractor have to inspect overall site & also specified Geo-Tagging Locations to get acquainted to the quantum of work, availability of material, transport facilities etc. It is mandatory to contractor to upload Geo-Tagging documents along with the tender documents in Envelope – 1 otherwise the bid is liable to be rejected.
19. The following Standard operating Procedure (SOP) should be followed for field inspection and Geo-Tagging as per WRD Circular N0. 03 – Tender – 0417/CN. 247/MP – 1, Dt: 05/07/2022.
- 1) The bidder shall study in depth about the scope of work, get acquainted with project site, information in tender and other important locations. Contractor or his authorized representative shall visit the complete site, important locations and ascertain the availability, sufficiency, suitability of necessary quality and quantity of minor minerals and materials, other construction materials, availability of labours, freight distances, etc. required to complete this work in given time before quoting the offer. Contractor shall be solely responsible for proper assessment of the site and work.
  - 2) No additional Liability or Claims shall be entertained against insufficiency and unavailability of good quality and quantity of minor minerals and materials, unavailability of labour, additional extra lead due to additional freight, non-availability of construction materials, etc. as Geo-Tagging has to be done by contractor or his authorised representative.
  - 3) It is mandatory for the contractor or his authorized representative to visit the site and Geo-Tag his visit at the predefined locations specified by Engineer-in-charge within the key dates schedule.

<b>Sr. No</b>	<b>Geo-tagging Location</b>	<b>Latitude</b>	<b>Longitude</b>
<b>1</b>	NMC Branch Canal 1 Dy. No. 2 Head Tq. Gangapur District Chh.Sambhaji Nagar	<b>19°44.029'N</b>	<b>74°57.137'E</b>
<b>2</b>	NMC Branch canal 1, Dy.no. 3 Tq. Gangapur District Chh.Sambhaji Nagar	<b>19°42.796'N</b>	<b>74°57.773'E</b>
<b>3</b>	At Wahegaon (Metal Quarry) Tq. Gangapur District Chh.Sambhaji Nagar	<b>19°42.178'N</b>	<b>74°55.915'E</b>

- 4) The Geo-Tagging shall be done by contractor or its representative himself within specified time limit independently and the Geo-Tagging certificate (Annexure-A) shall be self-attested with date and time of visit by contractor or its representative.

**Godavari Marathwada Irrigation Development Corporation**

- 5) It is mandatory for the contractor or its representative to submit such self-attested Geo-Tagging (Annexure-A) in Envelope No.1, otherwise contractors financial Envelope will not be opened and his bid will not be accepted.

20. Time schedule for various bidding process is as follow:

Sr. No.	Particular	DD	MM	YYYY	Hrs.	Mins.
1	Publishing Date	02	03	2026	09	45
2	Document Sale Start Date	02	03	2026	09	45
3	Submitting Pre bid queries online to <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> on seek clarification option	Not Applicable				
4	Submitting reply to Pre bid queries online to <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> (if there is no reply from EE then original condition will be accepted)	Not Applicable				
5	Site Visit & Submission of Geo tagged Photographs (Start Date)	Not Applicable				
6	Site Visit & Submission of Geo tagged Photographs (End Date)	Not Applicable				
7	Document Sale End Date	12	03	2026	18	00
8	Bid Submission Start Date	02	03	2026	09	45
9	Bid Submission End Date	12	03	2026	18	00
10	Tech. Bid Opening Date (if possible)	16	03	2026	11	00
11	Financial Bid Opening Date (if possible)	20	03	2026	15	00

**(P. P. Sant)**

Executive Engineer

Nandur Madhmeshwar Irrigation Division,  
Vaijapur, Chh.Sambhaji Nagar.

### **1.3 DISCLAIMER**

1. Detailed Time Table for the various activities to be performed in e-tendering process by the tenderer for quoting his offer is given in Detail Tender Notice under "Time Schedule". Contractor should carefully note down the cut-off dates for 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 / Corporation take no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event, Water Resources Department will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website. It includes all associated services or due to such unavailability of the website or any part thereof or any contents or any associated services.
4. Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
5. Water Resources Department will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Contractors must get done all the e-tendering activities well in advance.

#### **6. Terms and Conditions for Online-Payments**

The Terms and Conditions contained herein shall apply to any person "User" using the services of Water Resources Department of Maharashtra Govt. here in after referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by SBI in association with e-Tendering Service provider and Payment Gateway Service provider through Water Resources Department of Maharashtra govt. website i.e. <https://mahatenders.gov.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

#### **7. Privacy Policy**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) If any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) To protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings

## **8. General Terms and Conditions For E-Payment**

- i.** Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
- ii.** Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his / her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
- iii.** If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty

disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

**iv.** These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**v.** The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and /or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

**vi.** Refund for Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

**vii.** In these Terms and Conditions, the term “Charge Back” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

**viii.** Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual /party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

**ix.** Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/ her Bank Account has been debited or not and accordingly resort to one of the following options:

**a).** In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

**b).** In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent / duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

**9. Limitation of Liability**

**i.** Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provisions of this service. The User agrees and acknowledges that he/she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

**ii.** Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such in accuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

**iii.** The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

**(a)** the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection there to; and/ or

**(b)** any interruption or errors in the operation of the Payment Gateway.

**iv.** The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the user for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

**10. Miscellaneous Conditions:**

**i.** Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

**ii.** The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

**iii.** Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet

**iv.** The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

**v.** The User may be required to create his/ her own User ID and Password in order to register and / or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very

important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance here of, the user agrees to;

- a. Choose a new password, whenever required for security reasons.
- b. Keep his/ her User ID & Password strictly confidential.
- c. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction (s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the user happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

#### **11. Debit/ Credit Card, Bank Account Details**

i. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

ii. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- a. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- b. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- c. The User is authorizing debit of the nominated card/bank account for the payment of Tender Fee and Earnest Money Deposit
- d. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**iii. Personal Information** - The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law

enforcement investigations or in the course of co-operating with authorities or complying with legal requirements.

**iv.** The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/her.

**v.** In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

**vi.** The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

## **12. Payment Gateway Disclaimer**

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting / agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User

**13.** Tenders are being processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. So all the provisions contained in Indian Information Technology Act, 2000 will be applicable to the tenders processed by Water Resources Department Before using his DSC for quoting offer the tenderer should carefully study whole of the tender document i.e. All the terms, conditions and specifications uploaded on the e-tendering portal and get himself convinced. Once the tenderer submits his offer by using his DSC, it will be presumed that he has accepted all the terms & conditions included in the tender document and the same will be binding on him.

## **1.4 DEFINITIONS & INTERPRETATIONS**

In this tender document, the following terms shall have the meanings hereby assigned to them, except where the context otherwise requires.

**a. GMIDC**

GMIDC shall mean the Godavari Marathwada Irrigation Development Corporation, CHH.SAMBHAJI NAGAR acting through its Executive Director, as defined in Maharashtra Act XXIII of 1998.

**General Information of GMIDC**

Godavari Marathwada Irrigation Development Corporation, CHH.SAMBHAJI NAGAR is a body corporate constituted under the Maharashtra Act XXIII of 1998 and has been established by the Notification published in the Gazette of Irrigation Department, Government of Maharashtra, dated 17-08-1998. The Headquarters of the Godavari Marathwada Irrigation Development Corporation, CHH.SAMBHAJI NAGAR (GMIDC CHH.SAMBHAJI NAGAR or GMIDC for short and hereinafter referred to only as Corporation) is at CHH.SAMBHAJI NAGAR.

The official postal address for correspondence is

**The Office of the Executive Director,  
Godavari Marathwada Irrigation Development Corporation,  
Sinchan Bhavan, Jalna Road, CHH.SAMBHAJI NAGAR.**

Phone : (0240) 2342097

Fax : (0240) 2332426

The functions and powers of the Corporation have been listed in the Maharashtra Act No. XXIII of 1998. In general, it has been entrusted with the work of investigation, planning, designing of projects, maintenance of completed projects, construction of projects and irrigation management of the Major, Medium and Minor projects (Command Area more than 600 ha.) in the Godavari Basin.

The projects comprises of irrigation and hydroelectric projects along with the command area development and multipurpose schemes. The projects are to be completed so as to utilize water in Godavari basin allotted to Maharashtra State.

The Jurisdiction of the Corporation is covering CHH.SAMBHAJI NAGAR, Jalna, Parbhani, Latur, Hingoli, Chh.Sambhaji Nagar. ,Nashik Districts fully and partial area of Osmanabad, Beed, Ahmednagar under Godavari River basin.

**Godavari Marathwada Irrigation Development Corporation**

**b. Chief Engineer**

“Chief Engineer” shall mean Chief Engineer & Chief Administrator, CAD (Command Area Development), CHH.SAMBHAJI NAGAR.

**c. Executive Engineer**

“Executive Engineer” shall mean the Executive Engineer in charge of the concerned division specified in section 4.11.10 of section – IV.

**d. Engineer/Engineer-in-Charge**

Engineer/Engineer-in-Charge shall mean the Executive Engineer in charge of the works and shall also include the superior officers of the Engineering Department of the corporation. i.e. the Superintending Engineer & Administrator, Command Area Development Authority, Chh.Sambhaji Nagar..

**e. WEBSITE**

Website means official web sites for e-tendering having following web addresses  
<https://mahatenders.gov.in>

**f. APPLICANT**

Applicant means individual proprietary firm, firm in partnership, Limited Company, Corporation applying to become eligible to tender. For the tender cost upto 50 Cr. Joint Venture not applicable.

**g. “Engineer’s representative”**

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

**h. Contractor or Bidder**

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

**i. Contract**

Contract shall mean and include the following documents

<b>Volume I - Tender Documents</b>
<b>Volume II – Technical Specifications</b>
<b>Volume III - Indicative drawings for entire work</b>
<b>Tender Document &amp; Information/Data Submitted by Contractor</b>
<b>Common Set of Conditions</b>

**j. Work**

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

**k. Specifications**

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

**l. Drawing**

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

**m. Site**

“Site” shall mean the land and the other places on/ under/ in or through which the works are carried out and any other lands or places provided by the Corporation.

**n. Defect(s) liability period**

(a) ““Defect(s) liability period” shall mean period of 12 Months after completion or 48 Months after commissioning of work whichever is later.

(b) RFP” shall mean Request For Proposal

(c) WUA” shall mean Water User Association.

(d) MMISF Act-2005” shall mean Maharashtra Management of Irrigation System by Farmers Act -2005

**o. Competent Authority**

“Competent Authority” Shall mean Chief Engineer, Superintending Engineer & Administrator & Engineer In charge of the work. Singular and Plural Works imparting the singular number shall also include the plural and vice versa where the context requires.

**p. Headings and Marginal headings**

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

**SECTION – II**  
**INSTRUCTIONS TO BIDDER**

## 2.1: e-Tendering Instruction to Bidders

### 2.1. A : General

**A1** Eligible Contractors can participate in Open Tender process and are required to get enrolled on the Portal <https://www.mahatenders.in> and get empanelled in relevant sub portal. After submitting their enrollment request online, the enrollment shall be required to be approved by the Representative of the Service Provider. After the approval of enrollment, the Contractors shall have to apply for empanelment online which shall be required to be approved by the Nominated Authority of the Department. Only after the approval in the relevant Class, the Contractor shall be able to participate in the Open Tenders online.

Maharashtra may process 'OPEN' Tenders in which eligible Contractors may enroll on the Portal in 'OPEN' category to participate in such Tenders. The online Enrollment of such Contractors shall be required to be approved by the Representative of the Service Provider.

The approval of enrollment of Contractors is done by the Representative of the Service Provider upon submission of mandatory documents by the Contractors. The Contractors may obtain the list and formats of required documents from the Nodal Officer of e – Tendering System for Government of Maharashtra / Service Provider.

**A2** The Bids required to be submitted online should be signed electronically with a Class II – Digital Signature Certificate to establish the identity of the Bidder bidding online. These Digital Certificates are issued by an approved Certifying Authority, Authorized by the Controller of Certifying Authorities, and Government of India.

A Digital Signature Certificate may be used in the name of Authorized Representative of the Organization. A Digital Certificate is issued upon receipt of mandatory identity proofs. Only upon the receipt of the required documents, a Digital Signature Certificate can be issued.

Bid for a particular Tender may be submitted only using the Digital Signature Certificate, which is used to encrypt the data and sign the hash during the stage of Bid Preparation and Hash Submission. In case, during the process of a particular Tender, the Authorized User loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he / she may not be able to submit the Bid online. Hence, the Authorized User is advised to back up his / her Digital

Signature Certificate and keep the copies at safe place under proper security to be used in case of emergencies.

In case of online tendering, if the Digital Signature Certificate issued to the Authorized User of a Firm is used for signing and submitting a Bid, it will be considered equivalent to a No Objection Certificate / Power of Attorney to that User. The Digital Signature Certificate should be obtained by the Authorized User enrolling on the behalf of the Firm on the e – Tendering System for Government of Maharashtra.

Unless the Digital Signature Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed by the Maharashtra as per Information Technology Act-2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Directors of the Company. **(Process of procuring Digital Certificate will take minimum 4 / 5 days)**

**A3 Set up of Computer System:**

In order to operate on the e – Tendering System for Government of Maharashtra the User's Computer System is required to be set up. A Help File on setting up of the Computer System can be obtained from the Service Provider or downloaded from the Home Page of the Portal [www.mahatenders.gov.in](http://www.mahatenders.gov.in). The Bidders may refer e – Tendering Tool Kit available online to perform their online activities as mentioned below. In case of any query he may contact Help Desk for the same.

**A4 Online Viewing of Detailed Tenders Inviting Notice:**

The Contractors can view the detailed Tenders Inviting Notice and the detailed Time Schedule (Key Dates) for all the Tenders processed by Government of Maharashtra using the e–Tendering System for Government of Maharashtra on <https://www.mahatenders.gov.in>.

**A5** Detail tender notice can be seen on the notice board in the Executive Engineers office, (Copy can be obtained free of cost from Executive Engineer on request). Blank tender

**Godavari Marathwada Irrigation Development Corporation**

booklets are available on the Government of Maharashtra website [www.mahatenders.gov.in](http://www.mahatenders.gov.in). The competent authority reserves all rights of rejecting any one or all tenders without assigning any reason.

- A6** The cost of Tender Document Form and EMD Fee shall be deposited in GMIDC Account through modes like Net Banking/NEFT/RTGS within stipulated date and time through the contractors own account otherwise the documents loaded on site cannot be considered for evaluation.
- A7** It is necessary to give the undertaking as follows **“Contractors are not allowed to make any change in tender documents downloaded from website. If it is found so the tender of such contractors shall be rejected and the contractors who made such changes are liable for action as per Rules”**. Tender documents published on Government website are considered as authentic and legal documents in case any complaint about the tender.
- A8** It is necessary to give undertaking as follows **“I have seen and studied detailed drawings/specification/tender of works on website. It is part of tender documents. I have filled tender by considering all these drawings. I am ready to sign on the drawings/specification/tender before depositing initial security deposit and taking work order if my tender be accepted.”**
- A9** Bidder should do Online Enrolment on <https://www.mahatenders.gov.in>. Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/ SafeScrt/TCS.
- A10** If there are any clarifications, this may be obtained online through the e- Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- A11** Bidder should arrange for the EMD as specified in the tender and EMD to be deposited Online/NEFT/RTGS within the stipulated date and time. The scan copy of receipt of online/NEFT/RTGS is required to be uploaded along with tender document.
- A12** The Bidders has to submit (Upload Scan Copies / fill) his offer / credentials online as required in the Bid Capacity Assessment Form / tender in the online templates in relevant envelopes. The scan copy of receipt of online/NEFT/RTGS is required to be uploaded along with tender document before last date and time of online submission of main tender documents.

- A13** The Bidders may refer E - Tendering Tool Kit and Online payment Procedure available on <https://www.mahatenders.gov.in>.
- A14** The contractor shall study the guidelines regarding e – tendering to get clarify e-tendering procedure.
- A15** The bidder shall give affidavit on 500 rupees stamp paper in truth of all documents uploaded in Envelope – 1 as per PWD GR no. CAT/2018/CN. 127/OI -2 Dt 28 Nov 2018. The bidder shall be liable to action under Indian Penal Code and his EMD/Security Deposit/Additional Performance Security Deposit shall be forfeited and he shall be banned from taking part in tender process for 3 years for submission of any false / fraudulent paper / information submitted in Envelope – 1 during tender process or acceptance of tender or during contract period and even after the completion of contract or defect liability period.

**2.1 B Guidelines to Contractors Regarding Government of Maharashtra e – tendering system**

**B1 Online Purchase / Download of Tender Documents**

The Tender documents can be purchased / downloaded by eligible Contractors from the e-Tendering System for Government of Maharashtra available on <https://www.mahatenders.gov.in>. Tender document for this work shall be made available on the Government of Maharashtra website <https://www.mahatenders.gov.in>. If the required online payment of tender fee and EMD are not found, tender shall not be opened and treated as non-responsive.

Similarly, contractor shall not tamper with or change any matter in the document or common set of conditions (if any) which are to be submitted by him online. Otherwise tender (s) shall be rejected outright and shall be liable for penal action.

However, an undertaking that **“If any controversy arises, documents on web-site of Government of Maharashtra <https://www.mahatenders.gov.in> shall be deemed final and binding to contractor and the same shall be part and parcel of the tender documents,”** be submitted along with the submission of tender.

Also, if contractor could not download drawings from the web-site for a reason or other, an undertaking that **“Tender is submitted by me (contractor) on the basis of drawings (which are part and parcel of the tender) pertaining to this work, seen on the said web-site of Government of Maharashtra. If my tender is accepted. I will**

**sign drawings / Tender/Specification before paying initial security deposits and issue of work order.”** Be submitted along with the submission of tender on-line.

Each and every undertaking submitted by the contractor shall be part and parcel of the tender documents.

Blank Tender shall be made available to those contractors as explained in clause 2 above.

**B2 PRE-TENDER CONFERENCE**

Pre-Tender conference will not be held as per WRD GR No. Tender 0417/Pra. kra. 247/17)/M.P.-1,Mumbai dated 30/11/2018, instead of pre-tender conference bidders should submit their queries regarding provisions and condition of contract online through the Seek Clarification option within seven days of last date of submission of tender. The clarification on queries (corrigendum) with the approval of the competent authority for accepting the tender will be published three days prior to submission of tender on the website. This common set of deviation (corrigendum) will be a part of tender.

If the queries are not resolved / clarified by the department till the last day of submission of the tender, then submit tender as considering no change to the terms and conditions of the tender.

**B3 Submission of Earnest Money Deposit**

Contractors have to deposit the Earnest Money Deposit Online/NEFT/RTGS within the stipulated date and time through his own account only. Contractors are required to keep Online Payment Receipt of Earnest Money Deposit ready as the details of the Earnest Money Deposit instrument are required to be entered during the bid preparation and hash submission stage. The details of the Earnest Money Deposit shall be verified during the tender opening event and only those contractors whose online Earnest Money Deposit details shall be found matching with the bank account statement of Executive Engineer shall be short listed for opening of other envelopes. As per WRD GR No. Tender 0417/Pra. Kra. (247/17)/ M.P. – 1, Mumbai Dated 18/10/2023 (Point No. 15, P.N. 11) there will be no exemption to any contractor from EMD.

**Godavari Marathwada Irrigation Development Corporation**

**B4 Key Dates**

The Contractors are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the Tenders Inviting Notice for each activity. All the online activities are time tracked and the e-Government Procurement System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Notice Inviting Tender

Sr. No.	Particular	DD	MM	YYYY	Hrs.	Min.
1	Publishing Date	02	03	2026	09	45
2	Document Sale Start Date	02	03	2026	09	45
3	Submitting Pre bid queries online to <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> on seek clarification option	Not Applicable				
4	Submitting reply to Pre bid queries online to <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> (if there is no reply from EE then original condition will be accepted)	Not Applicable				
5	Site Visit & Submission of Geo tagged Photographs (Start Date)	Not Applicable				
6	Site Visit & Submission of Geo tagged Photographs (End Date)	Not Applicable				
7	Document Sale End Date	12	03	2026	18	00
8	Bid Submission Start Date	02	03	2026	09	45
9	Bid Submission End Date	12	03	2026	18	00
10	Tech. Bid Opening Date (if possible)	16	03	2026	11	00
11	Financial Bid Opening Date (if possible)	20	03	2026	15	00

**2.2 MANNER OF ON-LINE SUBMISSION OF e-TENDER AND ITS ACCOMPANIMENTS:**

Tender is to be submitted on-line on the Government of Maharashtra website [www.mahatenders.in](http://www.mahatenders.in) in two separate e-envelopes.

**Envelope No. – 1 : Technical & Eligibility Bid**

In Envelope 1 all the documents for fulfillment of General Eligibility criteria should be submitted. General criteria shall be as per clause 2 (A).

First the Envelope-1 will be opened and the documents will be verified and the bidders fulfilling the criteria mentioned in eligibility criteria and the document mentioned under envelope 1 will only be qualified.

**Godavari Marathwada Irrigation Development Corporation**

**Technical Bid:** In Envelope 1 all the technical design and drawings, documents need to be submitted fulfilling the tender scope and conditions.

**Envelope No. – 2:**

**Financial Bid:** The tenderer should quote his offer in the form of “B 1” of estimated cost for the scope given in Section III Part I” along with breakup of the components as mentioned in Section III Part II” at appropriate place and in the appropriate template in the portal.

**A) Technical e-Envelope T1.**

**IMPORTANT NOTE:-**

1. **All uploaded documents must either be “ORIGINAL” or “ATTESTED” .**
2. To avoid the confusion and dispute regarding documents required ,and document submitted, please scrupulously mention titles of the forms and statements, like Statement I, Statement II, etc and Form I, Form II, etc on relevant forms and statements.
3. Utmost care should taken while uploading the desired documents. The contractor shall himself assure that only prescribed documents with duly signed supporting documents are uploaded. Unwanted, undesired, too old, and bulky documents may cause confusion, errors in scrutiny of documents and unnecessary hard work and wastage of time. Hence unwanted, undesired, too old, and bulky documents should not be uploaded. If the mandatory documents is not found in e-envelope T-1, the tender will be liable for rejection. In such case, the contractor himself will be responsible for rejection of the tender.

**Contents of Technical e-Envelope T1.**

The first envelope mentioned on the portal as ‘**Technical e-Envelope T1**’ shall contain the following scanned documents.

- 1) The EMD shall be paid via e-payment gateway by RTGS / NEFT from contractor or Companies own account only. Scan copy of bank confirmation statement must be uploaded.
- 2) **Only Empanelled Agencies for Capacity Building & Institutional Strengthening of Water User Association (WUA) under Category “A” & Above” Agency Approved By Water Resources Department (WRD) Government Of Maharashtra**
- 3) Scanned copy of GSTIN Registration of competent authority and Attested copy of Pan Card should be submitted.
- 4) P.T.E. & P.T.R. Certificate .

**Godavari Marathwada Irrigation Development Corporation**

- 5) Certificate of chartered accountant showing maximum annual turn over of last five year
- 6) Scanned copy of deed of partnership or Article of association and Memorandum of Association for Limited Company, duly registered with Head Office in Maharashtra. Registration issued by registrar of firms.
- 7) Scanned copy of Power of Attorney duly registered with registrar.
- 8) Details of other works tendered for and in hand with the tenderer, the value of work unfinished on the last date of submission of the tender. The certificates from the head of offices under which the works are in progress should be enclosed (Proforma in **Appendix "H"** of the tender form). The Performance of contractor should be satisfactory.
- 9) Form No.1– **Information of Litigation History in which the bidder is involved.**
- 10) **Form No.2- Information regarding number of ongoing works under GMIDC**
- 11) **Form 4 :-** Undertaking of deployment of Technical persons .**The list must be dated and duly signed by the contractor.** (Degrees certificates, mark lists or other academic certificates shall be uploaded.)
- 12) Undertaking As per Appendix-'K' “when there is shortage of funds in GMIDC, CHH.SAMBHAJI NAGAR, I/we shall not be entitled to any compensation from the Corporation.” This condition will be treated as part and parcel of contract documents.
- 13) Undertaking against tampering with or changes made in the tender documents made available by the department, on the web-site (as referred under 4: issue of blank tender forms of web site above) As per Appendix-'L'.
- 14) All scanned documents required to be submitted on-line as said above, shall be kept ready at the time of opening to Tender.
- 15) The tenderer shall submit on non-judicial stamp paper of Rs. 100/- on agreement in the form of Appendix "J" for due and fulfillment of the contract. The tenders will not be accepted in absence of such agreement.

**Godavari Marathwada Irrigation Development Corporation**

- 16) Bidder should provide his IP Address proof of uploading tender.
- 17) The Contractor asking for tender shall give an undertaking on stamp paper of Rs.100/- that no penal action is in force against him in any division in any state in PAN India as per undertaking of contractor regarding performance.
- 18) Scanned copies of various undertakings, appendices, affidavits in the prescribed formats on stamp paper of Rs. 100/- each.

All documents to be submitted in envelope No. 1 and shall be self attested and if required original copies shall be kept ready at the time of opening of tender

**Godavari Marathwada Irrigation Development Corporation**

### 2.2.1 Eligibility & Post Qualification Criteria

#### Qualification criteria:

#### Technical personal for project management

The bidder must have suitably qualified personal to fill the following positions. The bidder will supply information on a prime candidate and an alternate for each position both of whom should meet the experience and qualification requirements specified below.

Sr. no	Personnel	Nos.	Minimum Qualifications
1	Project Manager	1	Post-graduate Diplomain Business Management (PGDM / PGDBM)/ master's in business administration (MBA) or Post-graduate in Statistics/Economics with relevant 7 years' experience in Irrigation Sector or Water shed Management or Agricultural Sector
2	Agriculture Expert	1	Post Graduate in Agriculture field withr elevant 5 years of experience in PIM or Watershed Management or Capacity Building of WUAs/farmers
3	Community Mobilizer (1 Senior & 1 Junior)  *One Female Community Mobilizer is mandatory	2	1) <b>Senior:</b> Completed 10 <sup>th</sup> class/grade with relevant 4 years of experience in Irrigation sector or Watershed Management or capacity building of farmers/WUAs  2) <b>Junior:</b> Completed 10 <sup>th</sup> class/gradewith relevant 2 years of experience in Irrigation sector or Watershed Management or capacity building of farmers/WUAs <b>Good Communication skills (Read/Write/Speak) in Marathi</b>
4	Civil Engineers	1	1) Graduate degree in Civil Engineering with relevant 3 years of experience in Irrigation sector <b>OR</b> Diploma degree in Civil Engineering with relevant 4 years of experience in Irrigation sector
5	Village-level youths as field coordinators	1 youthp er village	Self declaration :- We hereby declare that we will provide list of village coordinators within a month after sactioning of project to us and we will assure you about village level youths will be identified from various village under the jurisdiction of WUA's or command area allotted to us by IDC's.
6	Data entry operator	4	Good computer handling skill and other required skill and qualification for said post.

## **Litigation History**

The tender shall provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years of consistence history of awards against the tender. Information to submitted in Statement No.VII

### **(A) Eligibility**

Even though the bidders meet the above requirement they are subject to be disqualified if they have

1. Made misleading or false representations in forms, statements and attachments submitted in proof of the qualification requirement.

2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion of work, litigation history or financial failures etc.

3. Contractor cannot claim for non availability of sufficient and quality materials required from field, for non-availability for labour, for extra lead, for non availability of construction Material etc.

**All documents required to be submitted shall be digitally signed. Otherwise tender (s) shall be rejected.**

### **(B) Envelope No. 2 (Financial Bid)**

The Second e-envelope clearly marked “Financial Bid Envelope No.2” shall contain the main tender.

The tenderer should quote his offer in the form of percentage above or below of estimated cost for the given scope of work in Section II” and in the form of Financial Offer Part - I in Section III along with breakup of the components as mentioned in Financial Offer Part - II at appropriate place and in the appropriate template in the portal. He should not quote his offer anywhere directly or indirectly in Envelope No.1, failing which the Envelope No.2 shall not be opened & his Tender shall stand rejected.

The contractor shall quote for the work as per details given in the main tender. The bidder is not permitted to impose any additional conditions documents as required in Detailed Tender Notice, if applicable, shall also be included.

## **2.3 ISSUE OF BLANK TENDER FORMS ON WEB-SITE**

Tender document for this work shall be made available on the Government of Maharashtra website <https://ww.mahatenders.in>. If the required online payment of tender fee and EMD are not found, tender shall not be opened and treated as non-responsive. Similarly, contractor shall not tamper with or change any matter in the document or

common set of conditions (if any) which are to be submitted by him online. Otherwise tender (s) shall be rejected outright and shall be liable for penal action.

However, an undertaking that “If any controversy arises, documents on web-site of Government of Maharashtra <https://ww.mahatenders.in> shall be deemed final and binding to contractor and the same shall be part and parcel of the tender documents,” be submitted along with the submission of tender.

Also, if contractor could not download drawings from the web-site for a reason or other, an undertaking that “Tender is submitted by me (contractor) on the basis of drawings (which are part and parcel of the tender) pertaining to this work, seen on the said web-site of Government of Maharashtra. If my tender is accepted. I will sign drawings / Tender/Specification before paying initial security deposits and issue of work order.” Be submitted along with the submission of tender on-line.

Each and every undertaking submitted by the contractor shall be part and parcel of the tender documents.

Blank Tender shall be made available to those contractors as explained in clause 2 above.

#### **2.4 REVISION OR AMENDMENT OF e-TENDER DOCUMENTS**

Right is reserved to revise or amend the tender documents prior to last date notified for the issue of tenders and such revisions or amendments or extension shall be communicated to all concerned by post and by notice in the press as may be considered suitable.

Tenderer shall be presumed to have carefully examined all documents, forms, statements, special conditions, schedules, drawings and specifications of contract and to have fully acquainted himself with all details of the site, his own quarries for rubble, sand, earthwork etc. locations of materials, river and weather characteristics and labour conditions in general and with all the necessary information and data etc. pertaining to and needed for the work prior to tendering of the work.

**2.5 Additional Instructions for Submission of Technical & Eligibility - Envelope No.1**

Document to be submitted in Envelope No.1 shall also conform to the instruction given below.

**I. EARNEST MONEY (1%) OF TENDER AMOUNT**

- (a) All tenderer shall pay entire EMD as below:  
The tenderer have to pay the entire EMD Amount through payment gateway by SBI online/NEFT/RTGS from the Bank Account of Contractor.  
Actual payment of EMD deposited online/NEFT/RTGS receipt upload with tender documents within stipulated date and time.
- (b) This Earnest Money shall not carry any interest, whatsoever. This Earnest money will be refunded in case of tenderers whose tenders are not accepted, only after completion of all formalities in respect of acceptance of the tender or in case of expiry of validity of offer, when specially withdrawn by the tenderer. In case of successful tender, Earnest Money will be refunded in after completion of contract documents and payment of security deposit as per provision made in Para-8 (ii) Security Deposit, or converted into security deposit, if required.

**II. SECURITY DEPOSIT**

**(a) SECURITY DEPOSIT 2% OF TENDER AMOUNT**

A sum as mentioned in printed B 1 tender form at Para (e) (i) of Memorandum will have to be deposited in DD of Nationalized Bank by the Contractor at the time of completing the contract documents, if his tender is accepted by the Corporation.

OR

The initial security deposit may be paid by D.D./FDR of Rs. 2.84 lakhs from any Nationalized Bank's branch for a period equal to the time limit plus the period of defect liability.

OR

In lieu of Security Deposit mentioned above, Corporation Securities, Corporation Bonds in the prescribed form as may be approved by Corporation time to time, standing in the name of Tenderer shall be accepted if pledged as security deposit in the name of Executive Engineer, as stated in serial No. 2.8 of Annexure-A of this section.

OR

**Godavari Marathwada Irrigation Development Corporation**

The earnest money deposited by the contractor with his tender will be retained by the Corporation as part of security deposit if tenderer requests in writing to that effect. The balance to make up this security deposit may, unless otherwise specified in the special conditions, be deposited by the contractor in the form of Demand Draft or cash or in the forms of Bonds / Cash Certificates of Corporation.

The security deposit will be retained by the Corporation for the due and faithful fulfillment of the contract by the contractor. In addition to the sum as above, sums as Security Deposit will be deducted from running account bills at the rate shown at Memorandum Para (g) in B 1 tender form. The sum of Security Deposit thus deducted from the running account bills, will remain in the form of cash of Corporation securities standing in the name of the Executive Engineer for a period as stated in clause 20 of the Tender.

Security Deposit will be refunded after expiry of the defect(s) liability (maintenance) period as stipulated in the contract.

**(b) ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

Annexure 'A', Additional Security Deposit in the form of D.D. from a Nationalized bank's branch as per GR WRD शा.नि. क्र. निविदा 0417/(प्र.क्र.247/17)/मोप्र-1, दि. 23/06/2020 for a period equal to period of contract.

After opening of Envelope No. 2, if L1 is below estimated rate then he has to submit additional performance security deposit in the form of DD/BG within 8 days in the office of Executive Engineer. No concession will be given for period of days in any condition. If contractor fails to submit Additional Performance Security Deposit then his E.M.D. will be forfeited and he will be terminated for two years from the date of opening of envelopes no.2 for participating in tendering process under WRD/GMIDC. After that L2 will be negotiated at the rate of L1. If L2 is ready as per the terms and condition of L1 then further process will be initiated to complete the tender formality.

**If the tender amount put by the contractor is less than the tender amount, then the following procedure must be followed to calculate Additional Performance Security Deposit:**

1. If the tenderer intends to quote his offer from 3% to 10 % below of Estimated Cost put to tender, then he should submit a D.D/ F.D.R. amounting to 1% of Estimated

**Godavari Marathwada Irrigation Development Corporation**

Cost but minimum Rs 1000/- put to tender towards additional performance security deposit.

1. Offer up to 0 % to 3 % below rate = 0.00 %
2. Offer up to 3 % to 10 % below rate = 1.00 %
2. If the tenderer intends to quote his offer more than 10 % to 15 % below the Estimated Cost put to tender, then he should submit performance security in the form of D.D/ F.D.R. 1% for every % after 10 % below in addition to the cost of 1% performance security mentioned in above clause 1 for quoting below offer.  
{e.g. if quoted amount is 14% below, the performance security shall be 1% plus 4% (= 14% - 10%), i.e. 5% of estimated amount put to tender. }
3. If the tenderer intent to quote his offer more than 15 % below the Estimated Cost put to tender, then he should submit performance security in the form of D.D/ F.D.R. 2 % for every % after 15 % below in addition to performance security mentioned in above clause 1 & 2 for quoting below.  
{e.g. if quoted amount is 19 % below, the performance security shall be 6 % plus 8 % (= (19 % - 15 %) X 2 % = 8 %), i.e. 14 % of estimated amount put to tender. }
4. The Contractor should submit demand draft of the additional performance security deposit in physical form in the office of the Executive Engineer Nandur Madhmeshwar Irrigation Division, Vaijapur, Chh.Sambhaji Nagar. within Eight (8) days from the day of opening of financial bid (Envelope no 2).  
Period of DD/BG should be from the date of opening of Envelope No. 2 to the period of Defect Liability Period plus one month.  
If false/forgery DD/BG is forwarded by the contractor then EMD and Additional Performance Security Deposit will be forfeited. He will be black listed for 02 years and can not participate in any other tender of Irrigation department. Action will be taken as per PWD G.R. No CAT/2018/ प्र.क्र.17/इ मा-2 Dated 28/11/2018.& WRD G.R. No - 0417/ प्र.क्र.247/17/मा प्र-1 Dated 23/06/2020.  
The amount of Additional Performance Security shall be refunded as per the GR No. tender – 0417, Government of Maharashtra, Water Resources Department. Mantralaya, Mumbai dated 18.10.2023 (i.e. 3 months after successfully completion of work). This additional performance security deposit (ASPD) shall be extendable up to expiry of valid extensions if any and it shall be refunded within three months after the satisfactory completion of the work. The certificate of which shall be issued by the Executive Engineer before releasing the additional security.

**Godavari Marathwada Irrigation Development Corporation**

If L1 has not submitted Additional Performance Security Deposit within time then L2 will be considered for negotiation in writing at the rate quoted by L1, otherwise tender will be recalled.

The contractor will have to go through as per GR WRD शा.नि. क्र. निविदा 0417/(प्र.क्र.247/17)/मोप्र-1, दि. 23/06/2020&GR WRD शा.नि. क्र.-3 निविदा 0417/(प्र.क्र.247)मोप्र-1, दि. 08/04/2021 Before submission of final bid.

All documents required to be submitted shall be digitally signed including tender booklet.

**III. INCOME TAX CERTIFICATE**

Income tax is to be deducted from the sums to be paid to the contractors for the works carried out at 2% of the gross amount and surcharge on Income tax and any other taxes as per prevailing Government orders from time to time.

**IV. GOODS and SERVICE TAX (GST)**

**A) GST: (Goods and Service TAX)**

GST (Goods and service Tax) Act. 2017 has come into force with effect from 1st July 2017. Accordingly there is change in the indirect tax regime and the tax rates. State/Central taxes which are merged within the GST include central excise duty, state VAT, Central sale Tax, Purchase tax, LBT, etc.

It is instructed to bidders to quote their rates exclusive of G.S.T.

**B) Payment of GST – (Ref WRD circular TDS 0918/Pra kra 590/18 dated 13/11/2018)**

The tender rates mentioned in schedule B are exclusive of GST (based on WRD CSR 2023-24). The bidder shall study the prevailing structure of GST and quote his offer accordingly without G.S.T. The contractor must produce the proof of GST amount / paid challans /purchase invoice in which the GST amount mentioned clearly paid on account for this work by contractor, Which should be certified by C.A., considering effect of set off receivable.

Contractors have to submit copy of filed return i.e. GSTR-3B with certified copy mentioning GSTIN of Division, Name of Division, Total amount received by contractor and amount of GST paid by the contractor. This should be certified by the Chartered Accountant.

**GST Registration and TDS over GST**

It is mandatory for the bidders to register themselves under GST and the documentary proof should be submitted in Envelope -1. The section 51 of the CGST & SGST Act. provides that every department or establishment of the central Government or the State Government to

**Godavari Marathwada Irrigation Development Corporation**

deduct tax at source (TDS) at the rate of 1.00% each for SGST and CGST from the payment made to the deducted. Thus total value of deduction would be 2.00%

**Note**

I) In case of interstate supply TDS is 2% under IGST

II) TDS certificate in this regard will be issued within 5 days of accepting of TDS details by deducted i.e. by contractor from their login.

(a) Provisional amount of GST & TDS @ 2 % i.e. 1% CGST + 1% SGST will be deducted at source (TDS) after the enforcement of section 51 of Maharashtra Goods and Service Act – 2017.

(b) Contractor have to be registered themselves for the Goods and Service (GST) 2017. The TDS for GST will be applicable as per the prevailing rates.

**V. PROFESSIONAL TAX**

Certificate of registration with the professional tax officer of the district in the form IA.

Certificate of registration under section 5 (1) and 5(2) of the Maharashtra Sales Tax on professions, Trades, Callings and employment act 1975.

**2.6 ADDITIONAL INSTRUCTIONS FOR SUBMISSION OF FINANCIAL ENVELOPE NO.**

**2**

Documents to be submitted in Envelope No. 2 shall confirm to the instruction given below:

**i) CONTRACTOR TO ACQUAINT HIMSELF FULLY**

The tenderer shall be deemed to have fully acquainted himself with the work and site conditions and carefully examined the special conditions, the specifications, schedules and drawings and shall be deemed to have fully informed himself regarding the local conditions. The tenderer shall also be deemed to have fully acquainted with the various leads and lifts involved in the works and materials of construction as well as shall be deemed to have fully acquainted himself the various quarries for construction materials, their availability and adequacy etc.

**ii) CONDITIONAL TENDER**

Conditional tenders will be summarily rejected. The tenders which do not fulfill any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the tenderer as mentioned in the 'B1' tender form, or are incomplete in any respect are likely to be rejected without assigning reasons thereof.

### **iii) OFFER OF PRICE BID**

The tenderer should quote his offer in the form of percentage above or below the estimated cost given in schedule B in the 'B 1' TENDER FORM at the space provided for the purpose both in figures as well as in words in English. In case there is difference between the percentage quoted as expressed in words and figures, the percentage as expressed in words will be taken as correct irrespective of whether it is lower or higher than that expressed in figure. No alteration in the form of tender and in schedule B shall be permitted. The amount mentioned in the tender shall be applicable to all conditions of weather and will be inclusive of all taxes and cesses if any. The percentage should be written in words in one line only as far as possible. The provisions of Price Variation in Para 33 of special conditions of contract shall be applicable for the entire work. If the Price Bid quoted by the tenderer is less than 90% of the estimated cost as stated at Sr. No. 5 of Annex 'A', then the tenderer shall furnish his detailed justification of his offer and shall also submit additional information in justification of the percentage wherever called for by the Corporation, without which the offer will not be considered.

### **iv) UNITS OF MEASUREMENTS**

All the units of measurements shall be in Metric System of Measurements. The tenderer should particularly note the units mentioned in Schedule 'B' on which rates are based.

## **2.7 CORRECTIONS**

No Corrections should ordinarily be made in the e – Tender Documents.

## **2.8 SIGNING OF TENDER DOCUMENTS**

The tender shall contain digital signature of contractor on each page of document attached with the bid including drawings or else tender is liable to be rejected. The tender by partnership firm shall furnish the full names of all the partners in the forwarding letter. The letter shall be signed by the partner or by an authorized representative followed by the name and designation of the person signing. An attested copy of the partnership deed shall be furnished. Tender by Company shall be signed with the legal name of the company and signed by the persons authorized to sign in the matter.

Whenever, whether in the submission of the tender or later, in other matters, the signatures are made by one person on behalf of the company, the tenderer shall supply an attested copy of the power of attorney.

## **2.9 ACCEPTANCE OF TENDER**

Before acceptance of the tender, the successful tenderer will be called for negotiation by appropriate officers of Corporation. The documents related to such negotiation along with modified offer of the successful bidder if any shall also form part of the contract. After such negotiations the acceptance of tender may be intimated to the contractor either by email or by a letter which will be sent by Registered post Acknowledgement due. Such intimation shall be deemed to be an intimation of Acceptance of tender. Tenderer whose tender is accepted will have to complete all the contract formalities i.e. signing of contract, payment of Security Deposit etc. within 10 days (Ten Days) from the date of intimation. In the event of failure of the tenderer to sign the agreement or pay security deposit and additional security deposit if applicable within the stipulated time, the earnest money including additional earnest money if any, paid by tenderer shall be liable to be forfeited and the acceptance of the tender shall also be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the Corporation considers suitable.

Tender Accepting Authority reserves the right to reject any or all tenders without assigning any reasons therefor.

- 2.9.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 2.9.2 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.

## **2.10 VALIDITY FOR 60 DAYS**

The offer shall remain valid for a period of 60 (Sixty) days, 75 (Seventy five), 90 (Ninety) days and 120 (One hundred Twenty) days for acceptance level of Executive Engineer, Superintending Engineer & Administrator, Chief Engineer, Government level respectively from the date of the opening of financial bid of tender, and thereafter until it is withdrawn by notice in writing by the tenderer duly addressed to the Executive Engineer & Superintending

**Godavari Marathwada Irrigation Development Corporation**

Engineer & Administrator. Such notice shall be sent by Registered Post Acknowledgement Due (RPAD). If the acceptance of tender is not communicated within 60 (Sixty) days, 75 (Seventy five), 90 (Ninety) days and 120 (One hundred Twenty) days for acceptance level of Executive Engineer, Superintending Engineer & Administrator, Chief Engineer, Government level respectively or before and if the offer is withdrawn by the contractor as aforesaid, earnest money paid in cash shall be refunded in full. (As per WRD **GR No. Tender 0471/(P.K.247/17)M.P.-1. Dated 18 OCT. 2023**)

## **2.11 COMPLETION OF TENDER DOCUMENT**

While completing tender documents, the contractor must invariably complete appendices included in the tender documents giving correct information. However this information shall have to be submitted by the contractor in the prescribed formats separately in Envelope No. 1 as per provisions of the detailed Tender Notice.

## **2.12 LANGUAGE**

The language of all correspondence regarding this work shall be English only.

## **2.13 LICENSE UNDER CONTRACT LABOUR (REGULATION AND ABOLITION ACT 1970)**

**2.13.1** The successful tenderer should produce to the satisfaction of the competent authority accepting the tender a valid and current license issued in his favour under the provisions of contract Labour (Regulation and Abolitions) Act 1970 and the Maharashtra contract Labour (R & A) Rules, 1971 before signing the contract. On failure to do so the acceptance of the tenderer will be withdrawn and also the earnest money and additional earnest money deposit if any will be forfeited to Corporation.

**2.13.2** The successful tenderer should produce to the satisfaction of the competent authority accepting the tender a valid and current Tax clearance certificate to be issued under Clause (A) section(8) of section-32 of the Maharashtra Value Added Tax Act-2002 (Form No. 415 see Rule No.43) from the Sales Tax Department before signing the contract. On failure to do so the acceptance of the tender will be withdrawn and the earnest money deposit and additional earnest money deposit if any will be forfeited to the Corporation.

## **2.14 SUBMISSION OF e – TENDER**

The two sealed Envelopes No.1 & 2 Technical & Eligibility bid and Financial bid shall be submitted simultaneously as per schedule of Annexure - A of this tender form.

## **2.15 ONLINE OPENING OF TENDERS**

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

### **2.15.1 Technical & Eligibility Envelope No. 1**

First of all, Technical & Eligibility Envelope No.1 of the tenderer will be on-line opened to verify its contents as per requirements. For the purpose of this particular contract, the tenderer shall meet the requirement as stated at Para .2 in this notice. If the various documents contained in this 'technical & eligibility envelope, {as per post qualification criteria) does not meet the requirements of the department, a note will be recorded accordingly by the tender opening (on-line) authority, and the Technical Designs will not be considered for further evaluation, and the same will be recorded. The Chief Engineer & Chief Administrator CAD (WR) CHH.SAMBHAJI NAGAR will be final authority to decide eligibility in post qualification.

The decision of the Chief Engineer & Chief Administrator CAD (WR), CHH.SAMBHAJI NAGAR shall be final in this regard and binding on the bidders. Eligibility will be evaluated as per requirements of post qualification criteria stated in Section II.

Only qualified bidders are eligible for opening of Financial Bid i.e. Envelope No. 2.

### **2.15.2 Financial Bid Envelope No. 2**

Financial envelope No.2 will be opened on line of those bidders who will qualify by Technical & Eligibility Bid.

The financial bid quoted by the bidder in Part-I -Financial offer and Part-II - Component wise Breakup of Financial offer attached in Section III of this document shall be read out and both should match with each other.

The lowest financial offer for bidder will be considered of allotment of work. All rights are reserved in this regard with tender accepting authority.

## **2.16 PAYMENT OF STAMP DUTY- As Applicable.**

**Godavari Marathwada Irrigation Development Corporation**

**CERTIFICATE - A**

(Reference to Para 15 (iii) of detailed tender notice)

(Note: - All the details must be filled in. Strike out the item which is not applicable to the Tender)

**Certified that,**

I (We) have not been awarded any contract for the **Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)**

. Under The Superintending Engineer & Administrator,.....as on  
.....( Date of opening of the subject Tender)

I (We) have been awarded any contract for the **Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)**

Project under The Chief Engineer,.....as on  
..... (Date of opening of the subject Tender)

**Name of work** :  
**Estimated cost put to tender** : 239.00 Lakhs  
**Contract No. and date of work order** : .....  
**Contract amount** : .....  
**Amount of work executed to-date** :Details  
 enclosed.....  
**Name of Division** :.....  
**Name of Circle** :.....

I (We) have tendered for the following work the **Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)** Project under The Chief Engineer,.....as on .....( Date of opening of the subject Tender) and my offer is the lowest responsive offer.

**Name of work** :.....  
**Estimated cost put to tender** : 239.00 Lakhs  
**Name of Division** :.....  
**Name of Circle** : .....

**Place:**

**Date :**

**Signature of Contractor**

Contractor

Corrections

**SECTION – III**  
**ANNEXURE - A**

**ANNEXURE - A****DISCRIPTION OF THE PROJECT**

**NAME OF WORK: - Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)**

**3.1. SCOPE OF WORK:**

The work under this **Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)**. The tender works includes Excavation in all kinds of soil, Construction of Cart Track Bridges (CTB), Providing & fixing Cut Throat Flume (C.T.F.) for flow measurement of Canal water, Filling of murum with 2:1 slope and M-10 lean concrete with ½:1 slope, Preparation of Subgrade, Bed Lining, Side Lining etc.

**3.1.1 CLIMATIC CONDITIONS**

The work site is situated in medium rainfall zone at the elevation ranging from RL 450 M. to 525 M. above MSL. The rainfall mainly confined in the months of June to September. Annual rainfall near site varies from 600 mm to 1000 mm. The average monthly air temperature in the month of May is 42<sup>0</sup> C and average minimum air tempt in January is about 12<sup>0</sup>C. The rainfall is confined mainly to the period starting from middle of June to end of September.

**3.2 WORK DETAILS:**

The work under this contract includes **Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)** Project. The work is situated in Tal.Vaijapur, Gangapur of Dist. Chh.Sambhaji Nagar..

**Godavari Marathwada Irrigation Development Corporation**

**3.3 INFORMATION ABOUT WORK SITE:**

- 3.3.1 Location of work - 70 km. from Chh.Sambhaji Nagar District
- 3.3.2 Nearest Railway Station - Rotegaon
- 3.3.3 Roads - Approachable by Vaijapur - Gangapur Road
- 3.3.4 Nearest Telephone and - Available Mobile Network
- 3.3.5 Nearest Petrol and Diesel - At 5 Km away from site.  
pump
- 3.3.6 Position of land - NA  
acquisition

**3.4.0 PERIOD OF COMPLETION AND CONSTRUCTION PROGRAMME OF WORK:**

- 3.4.1 Period of completion **36** Calender months including monsoon.

The bidder may plan his manpower & machinery so that work will be completed in stipulated time & human resources or machines does not remain idle.

- 3.4.2 Work Programme The Work programme is enclosed at the end of Schedule 'B' of tender Documents

**3.5. Royalty charges**

a) Rates of royalty of various construction materials to be recovered from R.A. Bills as per clause 36 are as under, for the items covered under part II of schedule B.

Sr. No	Item	Material	Unit	% of Consumption	Rate of royalty charges/cum
1.	Rubble Soling	Stone, Sand	Cum	As per Item	Rs.237.37/-
2.	Cement concrete	Metal, Sand	Cum	As per Item	Rs.216.18/-
3.	Embankment from Quarry	Earthwork	Cum	As per Item	Rs.216.18/-

Contractor

Corrections

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

b) ~~The item rates covered under part I of schedule B are excluding of royalty charges. Royalty charges will be reimbursed to the contractor upon the production of valid receipt from revenue department. Otherwise the amount of royalty charges will be deducted from the bill and deposited to revenue department by the division.~~

### 3.6 DETAILS OF WORK:

- |       |  |  |
|-------|--|--|
| 3.6.1 | Name of work   | <b>Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening &amp; Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)</b>     |
| 3.6.2 | Estimated Cost put to tender                               | Rs. <b>239.00 lakhs</b>  |
| 3.6.3 | Tender Fee & Earnest Money (EMD)                           | Tender Fee Rs. <b>2000+ GST/-</b> (Non Refundable) (Rs. Two thousands plus GST only) & EMD Rs. <b>1.50 lakhs</b> , Tender Fee & E.M.D. amount shall be paid online as per WRD govt.corrigendumno.nivida 0316/ (189/16) mpr.1 dt.14 July 2016 through "E- payment gateway". |
| 3.6.4 | Security Deposit( Total 2%)                                | Total Security Deposit Rs. <b>5.68 Lakhs</b> .   |
|       | a) Initial 1 %   | a) Initial Security Deposit Rs. <b>2.84 Lakhs</b> of which in form of D.D/FDR.   |
| 3.6.5 | b) S.D. through R A bills (1% of the accepted Tender Cost) | Rs. <b>2.84 Lakhs</b> Through R.A. bills (at the rate of 1% till the whole S.D.is recovered) till 50 % work is completed   |
| 3.6.6 | Date, Time and Place of Pre-bid conference                 | Pre-bid Query will be online only. Bidders can submit their queries online On the date mentioned in time schedule.   |
| 3.6.7 | Mode of Submission of Tender                               | Tender should be Submitted on-line on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>  |
| 3.6.8 | Class of contractor  | Eligible contractor / Bidder   |

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

3.6.9 Period of completion of work : 36 Calendar months ( including monsoon )

- 3.6.10 Contact Details of Executive Engineer,  
Executive Engineer  
Address and Account  
details  
Nandur Madhmeshwar Irrigation Division, Vaijapur  
Chh.Sambhaji Nagar. Dist:Chh.Sambhaji Nagar.  
Dist- Chh.Sambhaji Nagar.  
Email: nmdivjp@gmail.com  
Phone: 02436-222123  
Bank:- State Bank of India Branch – Chh.Sambhaji  
Nagar..
- 3.6.11 Contact Details of Superintending Engineer  
& Address  
Superintending Engineer & Administrator,  
Command Area Development Authority,  
Chh.Sambhaji Nagar..  
Phone: 02462- 260977Fax:02462-261675
- 3.6.12 Contact Details of Chief Engineer  
& Address  
The Chief Engineer& Chief Administrator,  
(Command Area Developmet)  
Water Resources Department, CHH.SAMBHAJI  
NAGAR  
CADA Bhavan, Garkheda Parisar Near Gajanan  
Maharaj Mandir, CHH.SAMBHAJI NAGAR.  
Email: [cewrdcada.abadwrd@maharashtra.gov.in](mailto:cewrdcada.abadwrd@maharashtra.gov.in)  
Phone: 0240-2334026, Fax:0240-2342331.
- 3.6.13 Tender Opening Authority  
Executive Engineer,  
Nandur Madhmeshwar Irrigation Division, Vaijapur,  
Chh.Sambhaji Nagar., Dist:Chh.Sambhaji Nagar.  
Email: nmdivjp@gmail.com
- 3.6.14 Date & time of opening of  
tender
- |                       |             |
|-----------------------|-------------|
| Technical Bid opening | 16/03/2026  |
| Financial Bid         | 20 /03/2026 |

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

- |        |   |  |
|--------|---|--|
| 3.6.15 | Venue of Opening  | Executive Engineer,<br>Nandur Madhmeshwar Irrigation Division, Vaijapur<br>Chh.Sambhaji Nagar. Dist:Chh.Sambhaji Nagar.<br>Dist- Chh.Sambhaji Nagar.<br>Email: <a href="mailto:nmidvjp@gmail.vcom">nmidvjp@gmail.vcom</a>  |
| 3.6.16 | Any addendum /<br>corrigendum /cancellation               | Any addendum / corrigendum /cancellation of above tender will be published on the web-site <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> , and on the notice board of Office of the Executive Engineer, Nandur Madhmeshwar Irrigation Division, Vaijapur, Chh.Sambhaji Nagar..   |
| 3.6.17 | Bid Documents   | Bid Documents consisting of post qualification criteria for technical qualification, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web-site <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> and the set of terms and conditions of contract and other necessary documents can be seen on the web-site till last date of sale and receipt of tender papers. Interested bidder may obtain further information at the web-site Portal : <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> |
| 3.6.18 | Bid Documents acceptance<br>period<br>( Validity of Bid ) | The bid for the work shall remain open for acceptance for a period of 60 days from the date of opening of bids. If any bidder withdraws his bid/ tender before the said period or makes any modification in the terms and condition of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.   |
| 3.6.19 | Other details   | Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding Documents which is available in web-site <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>  |
| 3.6.20 | Documentsto be uploaded                                   | Digitally signed scanned copies of original Documents should be uploaded on above mentioned  |

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

web-site as per Section I& II of this Tender Booklet and original documents should be produced for verification on demand after opening of the Technical Bid.

The Bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal <https://mahatenders.gov.in> away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location on the next working day. Date, time and place of opening of BOQ shall be intimated separately.

3.6.21 Additional Security Deposit

If tenderer quote his offer from 3% to 10.00% below of Estimated cost of work, then he should pay 1.00 %

performance security. If tenderer quote his offer more than 10.00% to 15 % below of estimated cost, then he should pay additional performance security on the estimated cost on prorata basis in addition to 1.00%  
Example

1. Offer up to 0 % to 3 % below rate = 0.00 %
2. Offer up to 3 % to 10.00% below rate = 1.00 %

For example if offer is 14.00% below rate

From 3 to 10.00% =1.00 %

14.00 % - 10.00% =4.00 %

Total =5.00 %

If tenderer quote his offer more than 15 % below of estimated cost, then he should pay 2 % additional performance security for every below % on the estimated cost put to tender in addition to 6 .00%

Example

1. More than 1.00% and upto 10.00% below rate = 1.00 %

**Godavari Marathwada Irrigation Development Corporation**

For example if offer is 19.00% below rate

From 3 to 10.00% =1.00 %

15.00 % - 10.00% =5.00 %

(19.00 % - 15.00 %) X 2 % = 8 %

Total =14.00 %

i.e. Additional performance security will be 14 %.

1.-DD/BG should be in favour of Executive Engineer Nandur Madhmeshwar Irrigation Division, Vaijapur, Dist.Chh.Sambhaji Nagar..

2- DD/BG should be issued by National bank.

3- The validity period of DD/BG should be Twenty five (25) months after successful completion of work.

4- DD/BG should be submitted to the office of the

Executive Engineer Nandur Madhmeshwar Irrigation Division, Vaijapur,Chh.Sambhaji Nagar. after within 02working days from the day of declaration of L1/Financial bid opening.

5-MICR and IFSC code should be mentioned on the DD/BG.

8- If work order has been given to L-1 tenderer then demand draft of performance security .

3.6.22 Authority of right to reject Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

**3.7.0 Price variation information.** (Vide Para 32 of special conditions of contract)

<i>Sr No.</i>	<i>Component</i>	<i>Centre/ Place</i>	<i>Percentage</i>
1	Cement (K c)	All India average	As per actual
2	Steel (K s)	All India average	As per actual
3	Labour component ( Kl)	Chh.Sambhaji Nagar.	
4	Other materials K m	All India average	
5	POL components Kf	Mumbai	

Contractor

Corrections

**SECTION – IV**  
**TENDER FORM**

**Godavari Marathwada Irrigation Development Corporation**

**B-1 TENDER FORM**

**PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

Godavari Marathwada Irrigation Development Corporation

Chh.Sambhaji Nagar

CIRCLE: Command Area Development Authority, Chh.Sambhaji Nagar.

DIVISION: Nandur Madhmeshwar Irrigation Division, Vaijapur, Chh.Sambhaji Nagar..

---

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

---

- 4.1** All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money and additional earnest money, if required, to be deposited with the tender, and the amount of security deposit and additional security deposit, if required, to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractor at the office of the Executive Engineer during office hours.

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

- 4.2** In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- i) The contractor shall pay along with the tender the sum as stipulated in Annexure-A to Section-I as and by way of earnest money. The contractor may pay the said amount by forwarding alongwith the tender, Corporation cash receipt or demand draft drawn on bank and in favour of The Executive Engineer as indicated in Annexure 'A' of Detailed tender Notice. The said amount of earnest money shall not carry any interest whatsoever.

Contractor

Corrections

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

- ii) The contractor shall also enclose Demand Draft of sum as stipulated in Annexure 'A' Sr.No.1.3 if his offer is less than 90% of the updated estimated cost as stated at Sr. No. 5 of Annexure 'A'. The said amount of earnest money shall not carry any interest whatsoever.
  - iii) If, after submitting the tender, the contractor withdraws his offer, or modifies the same or if after the acceptance of his tender, the contractor fails or neglects to furnish the balance of security deposit, without prejudice to any other rights and powers of the Corporation hereunder or in law, Corporation shall be entitled to forfeit the full amount of the earnest money and the additional earnest money deposited by him.
  - iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto be forfeited under the provision of sub clause 2 (iii) above, be refunded to him producing the receipt thereof.
- 4.3** 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 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 of the firm.
- 4.4.** The officer indicated in Annexure 'A' to section 1 – Detailed Tender Notice, or his Duly authorized assistant, shall open the 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 the comparative statement in a suitable form. In the event of tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In event of tender being rejected, the competent officer shall refund the amount of the earnest money deposited by the contractor on his giving a receipt of the return of money. The bidder is bound to remain present on the day and date of online opening of the bid documents as mentioned in key dates of detailed tender notice. No additional communication will be made to bidders for remaining present for openings for bid documents.
- 4.5** The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders without assigning any reason.

**Godavari Marathwada Irrigation Development Corporation**

- 4.6** No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Corporation unless it is signed by the Executive Engineer.
- 4.7** No materials of any type required for the work (Costing more than Rs. 50 Lakhs) shall be supplied by the Corporation, and all the work shall be executed by the tenderer with contractor's own material(s). The memorandum of work to be tendered for shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in or not completed, he shall request the said office to have this done before he completes and delivers his tender.
- 4.8** All work shall be measured net by standard measure and according to the rules and customs of the Corporation and without reference to any local custom.
- 4.9** Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
- 4.10** All corrections, additions or pasted slips should be initialed.
- 4.11** The measurements of work shall be taken according to the usual methods in use in the Corporation 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 Corporation will be final.
- 4.12** The tendering contractor shall furnish the declaration along with the tender showing all works for which he has already entered in to contract and value of the work that remained to be executed in each case on the date of submission of the tender.
- 4.13** Every tenderer shall submit alongwith the tender, information regarding the income tax, the reference to the number of assessment year and valid Income Tax Clearance Certificate.
- 4.14** In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Corporation for the purpose of plant and machinery required for the execution of the work contracted for.
- 4.15** The Contractor will have to construct at his cost a shed for storing controlled and valuable materials at the work site having double locking arrangement. The materials will be taken for use in the presence of the Corporation persons. No materials will allowed to be removed from the site of works without prior permission of Engineer-

**Godavari Marathwada Irrigation Development Corporation**

in-Charge. After completion of works this store shed will be handed over to the Executive Engineer in-charge.

- 4.16** The Contractor shall also give a list of machinery in their possession and which they propose to use on the work.
- 4.17** Successful tenderer will have to produce to the satisfaction of the accepting authority, a valid and current license issued in his favour under the provision of the Contract Labour (Regulation and Abolition Act, 1970) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Corporation.
- 4.18** The bidder should refer the government resolution no Tender/0417/(case no 247/17)/Bigproject-1 dated 30/11/2018 for detailed understanding of various conditions of the bid procedure.
- 4.19** The contractor is bound to carry out the work by procuring his own material. The department or corporation will not provide any material required for carrying out the work. The responsibility of obtaining material of construction is entirely of the contractor.

**Godavari Marathwada Irrigation Development Corporation**

**B-1 TENDER FORM  
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

**Tender for Works**

1	<p>I / We hereby tender for the execution for the Godavari Marathwada Irrigation Development Corporation (here-in- before and here-in-after referred to as Corporation) of the work specified in memorandum as enclosed within the time specified in such memorandum at* ..... % below/above the estimated rates entered in Schedule ‘B’ Part-I and <b>AT PAR</b> with the rates entered in Schedule ‘B’ Part-II (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof.</p>	* “In figures as well as in words
2	<p>I/We agree that the offer shall remain open for acceptance for a minimum period of 60 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 AD or otherwise delivered at the office of such authority. Demand Draft No. .... .....Dated..... on..... A Scheduled/ nationalized Bank or cash receipt of Corporation/ Canara Bank in respect to the sum of Rs. ....in words Rupees ..... ..... representing the earnest money is herewith forward. Additional earnest money in the form of Demand Draft as required in view of offer being lower than 10% below the updated estimated cost as stated at Sr.No.5 of Annexure-A, is also enclosed. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Corporation should I/We fail to (1) Abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract document</p>	*Amount to be specified in words and figures.

Contractor

Corrections

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

	<p>as required by the Engineer and furnish the security deposit and furnish the security deposit and additional security deposit if any, as specified in item (e) and (f) of the memorandum enclosed within the time limit laid down in clause (1) of 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.</p>	
3	<p>Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of Contract and Special Conditions of Contract included in this booklet so far as applicable and in default thereof to forfeit and pay to Corporation the sum of money mentioned in the said conditions.</p>	

**Godavari Marathwada Irrigation Development Corporation**

**MEMORANDUM**

a.	General description	Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)
b.	Estimated cost	Rs. 239.00 Lakhs
c.	Earnest money Deposit (EMD)	Rs. <b>1.50</b> Lakhs through online payment gateway by SBI Online/NEFT/RTGS
d.	Additional EMD (if required as specified in Para 5(i) (b) in the Form of Demand draft	Rs.* .....Lakhs
e.	Security Deposit (SD)	Rs. 2.84 Lakhs in form of D.D./FDR from any Nationalized Branch.
	i) Initial (By Demand Draft) 1.00%	
	ii) To be deducted from bills 1.00 %	Rs. 2.84 Lakhs
f.	Additional SD& /or Additional performance Security deposit (If required as specified in Para 5(ii) (b) & 5 (ii)(c) in the form of Demand draft	Rs.....Lakhs
	Total	Rs. 5.68 Lakhs
g.	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 of work done is completed.)	2 % (two percentage)
h.	Time allowed for completion of work from date of written work order.	<b>36</b> Calendar months (Including monsoon)
I	Defect liability period.	The defect Liability Period shall mean period of <b>12</b> months from the date of issue of completion certificate or handing over the work to Project Affected People at their satisfaction whichever comes later. Contractor will be responsible to make good of manufacturing/ construction defects within above period from the date of issue of completion certificate by the Engineer in charge.

**Signature of contractor**

Address-----  
-----

Dated the .....day of ..... 2026

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

**Signature of Witness**

Address-----  
-----

**Signature of the officer by whom accept**

Dated the.....day of ..... 2026

Contractor

Corrections

**SECTION – V**  
**SCHEDULE – B,**  
**WORK PROGRAMME**

**Godavari Marathwada Irrigation Development Corporation**

**Nandur madhmeshwar project**

**Tal.:- Vaijapur**

**Dist.:- Chh Sambhajinagar**

**Name of Work :-** Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)

**"SCHEDULE-B "**

Approximate Quantity	ITEM OF WORK	RATE (Rs./Unit)		UNIT	AMOUNT
		IN FIGURES	IN WORDS		
1	2	3	4	5	6
14681	<b>Item No.1 :-</b> Development and printing of socio economic study and Gap analysis report, Mobilization, formation and election of WUAS, DLAS, CLÁS and PLAs, Capacity building of WUA, Resources for coordination,communication and management of project.	1368.05	Rupees One thousand three hundred sixty eight only.	Ha	2,00,84,342
			<b>Total Amount</b>		<b>2,00,84,342</b>

**(In words Rs. Two Crore Eighty Four Thousand Three Hundred Fourty Two Only)**

**Sub Divisional Engineer,  
Nandur Madhmeshwar Irrigation  
Sub Division No.1, Vaijapur.**

Contractor

**Executive Engineer,  
Nandur Madhmeshwar Irrigation  
Division, Vaijapur.**

CORRECTIONS

**Superintending Engineer &  
Administrator, Command Area  
Development Authority**

Executive Engineer

**Godavari Marathwada Irrigation Development Corporation**

**Name of Work :- :-** Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)

**"SCHEDULE C"**

**Specifications**

Sr. No.	Item Of Work\	Reference Guidelines	Page No
1	2	3	
1	<b>Item No.1 :-</b> Development and printing of socio economic study and Gap analysis report, Mobilization, formation and election of WUAS, DLAS, CLÁS and PLAs, Capacity building of WUA, Resources for coordination,communication and management of project.	Guidelines and directive & List of Derivables Sr.no 1 to12	150-170

**Sub Divisional Engineer,  
Nandur Madhmeshwar Irrigation  
Sub Division No.1, Vaijapur.**

**Executive Engineer,  
Nandur Madhmeshwar Irrigation  
Division, Vaijapur.**

**Superintending Engineer &  
Administrator, Command Area  
Development Authority**

Contractor

Corrections

Executive Engineer

**Godavari Marathwada Irrigation Development Corporation**

**Name of Work :-** Conducting ,crop pattern , Demonstration , Training, Field visit, Adaptive Trials, Water Management, Handing Over, Strengthening & Empowerment of W.U.A. N.M.I. Dy No.1 to 3, 5,6,11,12,14,16,17,22,25,26 balance area of N.M branch canal No 1 (14681 Ha.)

**MONTHWISE CONSTRUCTION PROGRAMME**

S.N	Description Of Item	Unit	Qty.	Year Wise			
				1	2	3	Total Qty.
	<b>"PART-A" Drain Works</b>						
<b>1</b>	<b>Item No.1 :-</b> Development and printing of socio economic study and Gap analysis report, Mobilization, formation and election of WUAS, DLAS, CLÁS and PLAs, Capacity building of WUA, Resources for coordination,communication and management of project.	Ha.	14681	14681	14681	14681	14681

**Sub Divisional Engineer,  
Nandur Madhmeshwar Irrigation  
Sub Division No.1, Vaijapur.**

**Executive Engineer,  
Nandur Madhmeshwar Irrigation  
Division, Vaijapur.**

**Superintending Engineer &  
Administrator, Command Area  
Development Authority**

**BLANK PAGE**

**SECTION VI**  
**APPENDICES & FORMS**

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

**APPENDIX 'C'**

**Affidavit**

**(Duly notarized on Rs. 100/- Stamp Paper)**

**Name of work:-**

I .....age ..... address  
..... (Authorized  
Signatory to sign the contract). hereby submitvide this affidavit in truth, that I am the owner  
of the contracting firm ...../ authorized signatory for work  
..... and I  
am submitting the documents in envelope No.1 for the purpose os scrutiny of the contract. I  
hereby agree to the Conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1
2. I am liable for action under Indian Penal Code if during contract oeriod and defect liability period any false information false bill of purchase supporting proof of purchase, proof of testing submitted by my staff, submitting company or by myself. I will be liable for action under Indian penal Code.
3. I am liable for action under Indian Pena;l Code if any paper is found false / fraudulent during contract period and even after the complition of contract (finalization of final bill).

**(Signature of Contractor) ( seal of Company)**

Signatureof Contractor

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**APPENDIX 'D'**

(Should be Submitted on Rs. 100/- Stamp Paper)

(Undertaking about signing the drawings pertaining to this tender/drawing/specification before work order, if the tender is accepted)

“Tender is submitted by me (contractor) on the basis of drawings (which are part and parcel of the tender) pertaining to this work, seen on the said web-site of Government of Maharashtra. If my tender is accepted, I will sign drawings / Tender/Specification before paying initial security deposits and issue of work order.” be uploaded along with tender on-line.

**Signature of Contractor**

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**APPENDIX 'E'**

**DECLARATION OF THE CONTRACTOR**

(Should be Submitted on Rs. 100 Stamp Paper)

1. I/We----- underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.
2. I/We \_\_\_\_\_ Contractor (s) hereby undertake that I / We shall pay the labourers engaged on the work under this Contract, their wages as per Minimum Wages Act. 1948 and amendments thereto, applicable to the zone in which the work lies and act accordingly. I/ We also undertake to abide by the various laws in force and extend necessary facilities and amenities to the staff and workers employed by me /us.
3. I/We -----hereby declare that I/We have made myself/ourselves/thoroughly conversant with the local conditions regarding all construction materials such as stone, sand, surkhi, soil, murum, etc. and labour on which I/We have bid my/our rates for this work. The specifications of this work have been carefully studied and understood by me/us before submitting this Tender.
4. I/We hereby undertake to indemnify and hereby indemnify the Government against all liabilities arising out of application of all labour laws viz. the minimum wages act, ESIS and PF Act etc. with reference to labour engaged on subject work.
5. All leads and lifts charges for the procurement, excavation, utilization and disposal of the various construction materials required are included in the rates of items under the Contract, and it is clear to me/us unconditionally. No claim for lead and lift will be admissible to me/us and I/we give an undertaking that no claim will be submitted by me/us in this regard.
6. I/We will inform our staff about their respective obligations and in particular about their obligations to fulfil this Declaration and to obey the laws of India and State of Maharashtra..

**Signature of Contractor**

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**APPENDIX 'F'****DECLARATION OF THE CONTRACTOR**

1. I/We ..... Contractor(s) hereby undertake that I/We shall pay the labours engaged on the work as indicated in Annexure 'A' to Section I – Detailed Tender Notice, wages as per Minimum Wages Act, 1948 and amendments thereto applicable to the zone in which work lies and act accordingly. I/We also undertake to abide by the various laws in force and extend necessary facilities and amenities to the staff and workers employed by me/us.
  
2. I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding availability of all materials and labour on which I/We have bided my/our rates for this work. The specifications of this work have been carefully studied and understood by me/us before submitting this tender.

(Signature of the Contractor)

Date / /2026

**Contractor****No. of Corrections****SDE****Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

**APPENDIX ‘G’  
(Vide Para 9 of Detailed Tender Notice)**

**MODEL FORM OF BANK GUARANTEE BOND GUARANTEE BOND**

- 1) This deed of Guarantee is made on the..... day of  
..... Two  
thousand.....  
By.....having head office at  
.....  
.....  
..... (hereinafter called the said Contractor(s) from the demand  
under the terms and conditions of Agreement dated.....made  
between.....and  
.....for  
..... (hereinafter called the  
Agreement) of additional security deposit for the due fulfillment by the said  
contractors of the terms and conditions contained in the said agreement on  
production of a Bank Guarantee for Rs.  
.....  
..... only) We.....(here in after  
referred to as the Bank) at the request  
of.....(Contractor) do hereby  
undertake to pay to the Godavari Marathwada Irrigation Development  
Corporation, CHH.SAMBHAJI NAGAR (hereinafter referred to as Corporation)  
an amount not exceeding Rs. .... against any loss or damage  
caused to or suffered by the Corporation by reason of any breach by the said  
contractor of any of the terms and conditions contained in the said Agreement.
- 2) We.....(indicate the name of bank) do hereby  
undertake to pay the amount due and payable under this guarantee without any  
demur, merely on demand from the Corporation stating that the amount claimed is  
due by way of loss or damage caused to or would be caused to do or suffered by  
the Corporation by reason of breach by the said Contractor(s) of any of the terms  
of conditions contained in the said agreement or any reason of the contractor(s)  
failure to perform the said agreement. Any such demand made on the bank shall  
be conclusive as regards to the amount due and payable under this guarantee shall  
be restricted to an amount not exceeding Rs.  
.....
- 3) We undertake to pay the Corporation any money so demanded not withstanding  
any dispute or dispute raised by the Contractor(s) / Supplier(s) in any suit or  
proceeding pending before any Court of Tribunal relating thereto, our liability  
under this present work being absolute and unequivocal. The payment so made by  
us under this bond shall be valid for discharge of our liability for payment there  
under and the Contractor(s)/Supplier(s) shall have no claim against us for making  
of such payment.

**Godavari Marathwada Irrigation Development Corporation**

- 4) We .....(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be forcible till all dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till.....(office/Corporation) of .....(indicate the name of Administrative Officer) certifies that terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and according discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before..... We shall be discharged from all liability under this guarantee thereafter.
- 5) We.....(indicate the name of Bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or postpone for any time or form time to time any of the powers exercisable by the Corporation against the said contractor(s) and to forth or enforce any of the terms and conditions relating to the said Agreement. And we shall not to be relieved from out liability be reason of any such variation, or extension being granted to the said contractor(s) or for any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on the part of the Corporation or any indulgency by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to surety would, but for this provision, have effect of so relieving us.
- 6) This guarantee will not be discharged due to the change in the constitution of the Bank or the change in the constitution of the Contractor(s) / Suppliers.
- 7) We.....(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

Dated the.....day of.....2026  
For.....

(Indicate the name of Bank)

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**APPENDIX 'H'**

**Details of Other works tendered for and in hand on the date of submission of tender**

Sr . No.	Name of Work	Place	Work in Hand			Works Tendered For			Remarks
			Tendered Cost Rs. In Lakhs	Cost of Remaini ng Work Rs in Lakhs	Anticipa ted Date of Completi on	Estimat ed Cost Rs. In Lakhs	Date by Which Decisi on is expect ed	Stipulate d Date of Period of Completi on	
1	2	3	4	5	6	7	8	9	10

Contractor

No. of Corrections

SDE

Executive Engineer

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**APPENDIX 'J'****(To be submitted on stamp paper of Rs.100/-.)****AGREEMENT**

(Ref. To Para 7 (a) (vi) of detailed Tender Notice)

Articles of agreement executed on this the \_\_\_\_\_ of \_\_\_\_\_ Two \_\_\_\_\_ between the Executive Engineer, GMIDC, (hereinafter referred to as GMIDC of the one part and Shri. \_\_\_\_\_ (Name and address of the tenderer) (hereinafter referred to as 'the bounden') of the other part.

Whereas in response to the notification No. \_\_\_\_\_ dated \_\_\_\_\_ the bounden has submitted to the GMIDC a tender for the work \_\_\_\_\_ specified therein subject to the terms and conditions contained in the said tender.

Whereas the bounden has also deposited with GMIDC a sum of Rs----- as earnest money for execution of a an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the GMIDC.

Now these presents witness and it is mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the GMIDC and the contract for \_\_\_\_\_ is awarded to the bounden, the bounden shall within \_\_\_\_\_ days of acceptance of his tender execute an agreement with the GMIDC incorporating all the terms and conditions under which the GMIDC accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating terms and conditions governing the contract, the GMIDC shall have power and authority to recover from the bounden any loss or any damage caused to the GMIDC by such breach, as may be determined by the GMIDC by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties, movable and immovable, in the manner hereafter contained.

**Contractor****No. of Corrections****SDE****Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

3. All sums found due to the GMIDC under or by the virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable, under the provisions of the Maharashtra Land Code for the time being in force as though such sums are arrears of land revenue and in such other manner as the GMIDC may deem fit.

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

Signed by Shri. \_\_\_\_\_ date \_\_\_\_\_

In the presence of witness.

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed by Shri. \_\_\_\_\_ in the presence of witness.

1. \_\_\_\_\_

2. \_\_\_\_\_

**APPENDIX 'K'****Undertaking :- ( On Stamp Paper of Rs. 100/-)****UNDERTAKING**

I / We have been allotted the work of .....vide agreement bearing No. .... The stipulated date of completion of this work as per agreement was ....., which was subsequently extended upto..... However, the work is still in an incomplete stage.

I/We desire to complete this work for which I/We need extension of time limit upto .....

I/We am/are aware of the present financial problems of the Corporation and in knowledge of the fact that timely payment towards the work executed by Me/Us are not possible I/We however desire to complete the above work by mobilizing our own financial resources.

- i) I/We will not claim for any compensation for delayed payments or delay in execution of this work for any person whatsoever, executed by me/us in past as well as the work that will be executed in future.
- ii) It will be may/our responsibility to get the information about availability of funds with the Corporation for the above work allotted to me/us and accordingly to arrange for the labourers, construction materials and finance.
- iii) This undertaking will be part and parcel of the 'C' Format agreement bearing No.....

**Signature of the Contractor**  
**(with stamp /seal in case of company)**

**Contractor****No. of Corrections****SDE****Executive Engineer**

**APPENDIX - 'L'**

(Vide Para 2 –A (xii) of Detailed Tender Notice)

**UNDERTAKING**

I / We \_\_\_\_\_ Contractor hereby undertake that we have downloaded the tender document from the government web site. I/ we have not made any correction or any changes in the tender document while downloading tender document. If I / we make changes in tender document, my/ our tender shall be cancelled and I / we will be responsible for any action as per Govt. rule. If any problem happens in tender document, the tender on government website is final or to be decided as final.

These undertakings are part and parcel of the tender document.

Place: -

Signature of Contractor

Date: - / /2026.

(Note: - Type the undertaking on contractor's letter head)

**Contractor****No. of Corrections****SDE****Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

**LETTER OF TRANSMITTAL**

**To,**  
Executive Engineer

**Nandur Madhmeshwar Irrigation Division**

Vaijapur.

**Subject:** Submission of Post Qualification Application for the work of .....

Sir,

Having examined the details given in information and instruction to applicants for the work. (Enter the name of work mentioned at the 4.7.1 of Section IV)

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

I (We) hereby certify the truth and correctness of all statements made and information supplied in the enclosed Form 1 to 5. appendix & undertaking.

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

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

I/We Submit the following certificate(s) in support of our eligibility technically know how capability and having successfully completed the work from the clients/owners of respective works.

- 1.
- 2.
- 3.
- 4.

Enclosed -  
Seal of applicant

Signature of applicant/Contractor

Date of submission:

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**FORM - 1****INFORMATION ON LITIGATION HISTORY IN WHICH THE BIDDER IS INVOLVED.**

Other party(ies)	Employer	Cause of Dispute	Amount involved _____	Remarks showing present status
<div style="border: 1px solid black; padding: 10px; display: inline-block;"> <b>SAMPLE FORM</b> </div>				

**(Stamp & Signature of Contractor)**

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**FORM - 2****Information regarding Nos. of ongoing works under GMIDC****(Work order After 05.03.2019)****Name of the Contractor:-**

Sr. No.	Name of Work and Date of work order	Name of Division	Tendered Amount (Rs.in Lakhs)	Value of work already done (Rs.in Lakhs)	Value of Balance work to be executed (Rs.in Lakhs)

Certified that above information is complete and correct.

**(Stamp & Signature of Contractor)****Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**FORM – 4****TECHNICAL PERSONNEL AVAILABLE WITH TENDERER.**

NAME OF THE CONTRACTOR :

Sr. No	Designation	Name of person	Qualification	Whether working in field or in office.	Experience of execution of similar works.	Period for which the person is working with the tenderer.	Remarks
1	2	3	4	5	6	7	8
			<b>SAMPLE FORM</b>				

Note : This is only a standard form. Details are to be furnished in this format in the form of type written statements, which shall be enclosed in Envelope No.1.

**(Stamp & Signature of Contractor)****Contractor****No. of Corrections****SDE****Executive Engineer**

**SECTION - VII**  
**CONDITIONS OF CONTRACT**

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**SECTION - VII****B-1 TENDER FORM****CONDITIONS OF CONTRACT****CLAUSE 1-****(A) Security Deposit:-**

The Person/ persons whose tender may be accepted (hereinafter called the Contractor which expression shall, unless excluded by or repugnant to the context, include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Superintending Engineer & Administrator concerned up to 15 days (if the Superintending Engineer & Administrator 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 Corporation securities Deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount as specified in memorandum it shall be lawful for Corporation at the time of making any payment to the contractor for work done under the contract to make up the full amount of security deposit as specified in memorandum at para(e) by deducting a sufficient sum at the rate specified at (g) of memorandum from 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 Corporation under the terms of his contract may be deducted from or paid by the sale of sufficient part of his Security Deposit or from the interest arising therefrom or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or Corporation securities endorsed as aforesaid any sum of 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

**Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

interest bearing Corporation securities provided that the depositor has especially desired this in writing.

If tenderer quote his offer from 3 % to 10.00% below of Estimated cost of work, then he should pay 1.00 % performance security. If tenderer quote his offer more than 10.00% to 15 % below of estimated cost, then he should pay additional performance security on the estimated cost on prorata basis in addition to 1.00%

Example

If offer is below

1. Offer up to 0 % to 3 % below rate = 0.00 %
2. Offer up to 3 % to 10.00% below rate = 1.00 %

If offer is below

between 10.00% below to 15% below rate then

For example if offer is 14.00% below rate

1. Offer up to 0 % to 3 % below rate = 0.00 %
2. Offer up to 3 % to 10.00% below rate = 1.00 %
3. Offer up to 10 % to 14.00% below rate = 4.00 %

Total =5.00 %

If tenderer quote his offer more than 15 % below of estimated cost, then he should pay 2 % additional performance security for every below % on

the estimated cost put to tender in addition to 6 .00%

Example

If offer is below

For example if offer is 19.00% below rate

1. Offer up to 0 % to 3 % below rate = 0.00 %
2. Offer up to 3 % to 10.00% below rate = 1.00 %
3. Offer up to 10 % to 15.00% below rate = 5.00 %

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

4. Offer up to 14 % to 19.00% below rate (19.00 % - 15.00 %) X 2 % = 8 %

Total =14.00 %

i.e. Additional performance security will be 14 %.

1.-DD/BG/FDR should be in favour of Executive Engineer NandurMadhmeshwar Irrigation Division, Vaijapur, Chh.Sambhaji Nagar. Dist.Chh.Sambhaji Nagar..

2- DD/BG/FDR shouldbe issued by National Bank.

3- The validity period of DD/BG/FDR should be Twenty Five (25) months after successful completion of work.

4- DD/BG/FDR should be submitted to the office of the Executive Engineer NandurMadhmeshwar Irrigation Division, Vaijapur ,Chh.Sambhaji Nagar. after financial envelop opening / L1 declaration within 02 working days.

5-MICR and IFSC code should be mentioned on the DD/BG/FDR.

Non submission of the above Additional Performance Security Deposit will result into forfeitures of the E.M.D.

If the amount of the security deposit to be paid in a lumpsum and additional security deposit in form of Cash or D.D/ F.D.R. is not paid within the period specified at (A) above 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 a contractor shall be refunded after 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, The amount of Security Deposit retained by the Corporation 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 contract of failing or neglecting to complete rectification of work within the period up to which the contractor has agreed to maintain the work in good order that, subject to provisions of clause 17 & 20 here of the amount of Security Deposit retained by Corporation shall be adjusted towards the excess cost incurred by the Corporation on rectification work.

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

The additional Security Deposit shall be refunded to the contractor on issuing of the completion certificate by the Engineer-in-charge as stipulated in the Clause No.7 of the contract, provided that the Engineer in charge, if demanded in writing by the contractor shall, from time to time, release the Additional Security Deposit in parts which are proportion to the amount of the completed work.

**(B) ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

In case of offer quoted by the bidder is less than estimated cost put to tender should be As **mentioned below-**

After opening of Envelope No.2, If quoted offer of the L\_1 bidder is found below the estimated cost, then L\_1 bidder should submit the required "Additional Performance Security Deposit" within the period of **Eight (8) days** from the date of opening of Envelope No.2, in the form of **Demand Draft/Bank Guarantee/FDR**. The L\_1 bidder should take cognizance that this time limit of **8 (Eight) days** will not be relaxed/extended for any reason.

If L\_1 Bidder does not submit "Additional Performance Security Deposit" as stated above, then his offer will be considered as "Non-Responsive" and his EMD will be forfeited alongwith 2 years restriction to bid in any division of GMIDC/Water Resources Department and Second Lowest's (L\_2) bidder will be called for negotiations. If such L\_2 bidder is agreed to execute the work as per L\_1 bidders rate with same terms & conditions, then such L\_2 bidders offer will be considered for acceptance of the tender. If L\_1 bidders has Joint Venture consortium then all bidders in Joint Venture consortium will be restricted jointly or individually to bid in any division of GMIDC/ Water Resources Department.

i. **DD/Bank Guarantee** shall be drawn in the name of Executive Engineer, Nandur Madhmeshwar Irrigation Division, Vaijapur & **Fixed Deposit Receipt (FDR)** shall be drawn in the name of Executive Engineer, NandurMadhmeshwar Irrigation Division, Vaijapur and Contractor.

ii) DD/Bank Guarantee/FDR shall be drawn on Nationalized or Scheduled banks the branch situated in the State of Maharashtra.

iii) Validity of Bank Guarantee shall be the period of one month after completion of defect liability period.

iv) The **DD/Bank Guarantee/FDR** shall be submitted in the office of Executive Engineer, Nandur MadhmeshwarIrrigation Division, Vaijapur within stipulated period of **Eight (8) days**. This period of 8 days shall not be relaxed for any reasons whatsoever as mentioned above.

v) The **DD/Bank Guarantee/FDR** submitted by contractor is found to be false/forged, the earnest money shall be forfeited & he shall be banned to participate in tender process for a period of 2 years in Water Resources Department/GMIDC and will be punishable by Indian Penal Code and Information Technology Act-2000.

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

- vi) Executive Engineer shall return the amount of Performance Security within 1 (one) month after satisfactory completion of work.
- vii) Executive Engineer shall issue the work order only after encashing the Demand draft of the lowest bidder.

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

In the event of a scope increase during the execution of the work, as outlined in clauses 14 and 38, or due to the inclusion of additional items, the contractor shall be obliged to provide an extra security deposit. This supplemental security will be derived from the payment bills, in accordance with the terms specified under the item in the memorandum.

**CLAUSE 2 – Compensation for Delay**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete the part works in specified time slice as per programme given in Section I- Detailed Tender Notice/enclosed at the end of Schedule 'D'.

If the contractor has not achieved the target as per physical programme of all items with respect to time as given in Section I–Detailed Tender Notice/enclosed at the end of Schedule 'D' then the compensation will be recovered with prior notice to the contractor till the achievement of target as decided by the Engineer-in-Charge. In the event of the contractor failing to comply with this condition, the contractor 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 amount of the estimated cost of the whole work as shown by Bidder for every day that the work remains incomplete, uncommenced or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete, provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

of the work as shown in the tender. Superintending Engineer should be the final authority in this respect.

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

**CLAUSE 3 – Action when whole of security deposit is forfeited**

In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Executive Engineer, on behalf of the Corporation, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Corporation.

(a) To rescind the contract (for which rescission Notice in writing to the contractor under the hand 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 Corporation.

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

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

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor,

In case the contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be 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 Corporation under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that contractor shall have no claim against Corporation even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (a), (b) or (c) being adopted and the cost of the work executed exceeding the value of such work credited to the contractors the amount by Corporation under the contract or otherwise.

**CLAUSE 4 - Action when the progress of any portion of the work is unsatisfactory.**

If the progress of any portion of the work is unsatisfactory, the Executive Engineer shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to act as under after giving the contractor 10 day's Notice in writing.

The Engineer-in-Charge will have to order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in that case all expenses incurred to advertisements for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor (including escalation due) shall be credited to the contractor in all respects

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the cost of the work executed through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Government or Corporation under the contract or otherwise howsoever or from his security deposit and Additional security deposit or the sale proceeds thereof provided, however, that the contractor shall have no claim against Corporation even if the certified value of the work done through a new contractor exceeds the certified cost of such work and allied expenses. The contractor shall have no claims to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. The contractor of the whole work shall Not be considered eligible to tender for the execution of work so withdrawn from this contract. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

**CLAUSE 5 – Power to take possession of or required removal of or sell contractor’s plant.**

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

In the event of the Executive Engineer taking action under clause - 3, he may, if he so desires, take possession of all / any tools, plant, materials and stores in or upon the work

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract, rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving Notice in writing to the contractor or his clerk of the work foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such Notice and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

**CLAUSE 6- Extension of Time**

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

**CLAUSE 6 (A) –**

In case of delay in handing over the land required for the work due to unforeseen causes the contractor shall not be entitled for any compensation whatsoever from Government or Corporation, on the ground that machinery or labour was idle for certain period, contractor may apply for extension of time limit which may be granted on the merit of the case.

**CLAUSE 7 – Completion Certificate**

On the completion of the work within a period of 30 days the contractor shall be furnished with a certificate by the Executive Engineer of such completion; but no such certificate shall be given or shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work, has been executed or of which he may have had possession for the purpose of executing the work or until the work have been measured by the Engineer-in-Charge or where the measurement have been taken by his subordinates until they have received approval of the Engineer-in-Charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding surplus material and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay such amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

**CLAUSE 8 - Payment on intermediate certificate to be regarded as advances.**

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

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation****CLAUSE 9 – Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer-in-Charge**

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

**CLAUSE 10 – Bill to be submitted monthly. [Appendix-J supersedes this clause]**

As per Payment milestone Guidelines and directives from Directorate of Irrigation Research & Development (DIRD), Pune Water Resource Department

**CLAUSE 11– Bill to be on printed forms.**

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

**CLAUSE 12 – Stores Supplied By Corporation --- DELETED****CLAUSE 12 A – DELETED****CLAUSE 13 - Works to be executed in accordance with specifications, drawings, and orders, etc.**

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 confirm exactly fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours.

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

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

**CLAUSE 14 - Alterations in specifications and designs not to invalidate contracts.**

**Rates for works not entered in estimate or schedule of rates of the district. Extensions of time consequence of additions or alterations.**

The Engineer-in-Charge shall have power to make any alteration 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 bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by 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 includes 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 decided as per procedure mentioned in Clause 38(3). Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alternations above referred to shall be within the scope of such designs, drawings, and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that increase in its cost occasioned by alterations 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. However, such an extension will be governed by provisions of Clause 6.

**CLAUSE 15 - No claim to any payment or compensation for alteration in or restriction of work.**

1. If at any time after the execution of the contract Documents the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

Corporation is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it, could be or could have been safety stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

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

3. Where the Engineer-in-Charge is required to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect or any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The contractor shall maintain the record of idle staff, labour & machinery in prescribed format of Appendix L. The decision of the engineer in this regard shall be final and conclusive against the contractor.

**4. In the event of -**

- (i) Any total stoppage of work on notice from engineer under sub-clause (1) in that behalf.
- (ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days. OR
- (iii) Curtailment in the quantity of item or items originally tendered on account of any alternation, omission substitution in the specifications, drawings, designs or instructions under clause 14 (1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% of the rates for the item specified in the tender is more than Rs. 50000/-.

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) Notice under clause 14 resulting in such curtailment to produce to 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 require the Corporation to take over on payment such material at the rate determined by the engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Corporation shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

**CLAUSE 15 A – DELETED**

**CLAUSE 16- Time Limit For Unforeseen Claims.**

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

Under No circumstances whatsoever shall the contractor be entitled to any compensation from Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the case of such claim occurring subject to provision in **Clauses 30 and 40** with all authentic documents any evidences in support of the claim.

**CLAUSE 17 - Action and Compensation Payable in Case of Bad Work.**

If at any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-Charge or his subordinates in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of any quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove or reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the tender for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Engineer-in-Charge may rectify or remove and re- execute the work or remove, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor, subject to Clause -9.

**CLAUSE 18 -Work to be open for inspection contractor or responsible agent to be present.**

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

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

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

**CLAUSE 19 - Notice to be given before work is covered up**

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 so covered up or place beyond the reach or measurements and shall not cover up any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, and if any work shall be covered up or 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.

**CLAUSE 20 - Contractor liable for damage done and for imperfections.**

If during the period specified at (h) in memorandum 24 Months from the date of completion as certified by the Engineer-in-Charge pursuant to Clause-7 of the contract, 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 Corporation the amount of

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

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

However, for the purpose of security towards the maintenance in the defect's liability period the SD at the time of final bill shall be converted into an irrevocable BG from any branch of a Nationalized/Scheduled Bank in the State of Maharashtra, if requested by the contractor. The BG shall valid for a period one month after completion of defect liability period.

**CLAUSE 21- Contractor to supply plant, ladders, scaffolding etc. and is liable for damages arising from no provisions of light, fencing etc.**

The contractor shall supply at his own cost all material (except such special materials, if any as may, in accordance with the contract be supplied from the Corporation stores) plant, tools, appliances, implements, ladders, carriage, tackle, scaffolding and temporary work requisite for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite 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 which the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

~~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 damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person. List of machinery in contractor's possession and which they propose to use on the work should be submitted along with the tender. The contractor shall indemnify the Corporation against all such claims.~~

**~~CLAUSE 21 (A)-~~**

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

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

~~b. Scaffold shall not be constructed, taken down or substantially altered except under the supervision of a competent and responsible person and as far as possible by competent workers possessing adequate experience in this kind of work.~~

~~c. All scaffolds and appliances connected therewith and ladders shall be of sound material be of adequate strength having regard to the loads and strains to which they will be subjected and 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 scaffold.~~

~~g. Scaffold shall be periodically inspected by the competent person.~~

~~h. Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.~~

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

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

- ~~j. In the case of working platform, gangways, working places and stairways at the height exceeding 3 meters.~~
- ~~1. Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.~~
  - ~~2. Every working platform and gangway shall have adequate width; and~~
  - ~~3. Every working platform, gangway, working places and stairways shall be suitably fenced.~~
- ~~k. Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the access of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.~~
- ~~l. When persons are employed on roof where there is a danger of falling from a height exceeding 3 metres suitable precautions shall be taken to prevent the fall of persons or materials.~~
- ~~m. Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working 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 the labourers as per **Minimum Wages Act** and will have strictly followed all relevant labour laws.~~

**CLAUSE 21 (B)**—

— The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:

- ~~a. Hoisting machine and tackle, including their attachments, anchorages and support shall—~~
  - ~~i. Be of good mechanical construction, sound material and adequate strength and free from patent defect, and~~
  - ~~ii. Be kept in good repair and in good working order.~~
- ~~b. Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.~~
- ~~c. Hoisting machine and tackle shall be examined and adequately tested after erection on a site and before use and be reexamined in position at intervals to be prescribed by the Corporation.~~

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

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

**CLAUSE 22 – Measure for Prevention of fire**

~~The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the competent authority under the law. When such permit is given, and also in all cases when destroying out or dug up trees, brushwood, grass etc. by fire, the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.~~

**CLAUSE 23 – Liability of Contractor for any Damage Done in or Outside Work Area.**

Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Corporation property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

the Engineer-in-Charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-Charge from any sums that may be due or become due from Corporation to contractor under this contract or otherwise.

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

**CLAUSE 24- Employment of Female Labour**

The employment of female labour on works in neighbour- hood in soldier's barracks should be avoided as far as possible.

**CLAUSE 25 - Works on Weekly Holidays**

No work shall be done on weekly local holidays without the sanction in writing of the Engineer-in-Charge.

**CLAUSE 26 - Work not to sublet. Contract may be rescinded and security deposit forfeited if subletting without approval, for bribing a corporation officer or contractor becomes insolvent.**

The contractor shall not be assigned or sublet without the written approval of the competent authority who has accepted the tender. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceeding 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 of advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any Corporation officer or person in the employ of Corporation in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract and the

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

security deposit of the contractor shall thereupon stand forfeited and he absolutely at the disposal of Corporation and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

**CLAUSE 27- Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.**

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

**CLAUSE 28- Changes in the constitution of firm to be notified**

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

**CLAUSE 29- Direction and Control of the Superintending Engineer.**

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

**CLAUSE 30 (1)- Direction and Control of The Superintending Engineer**

Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation under the code, rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties of the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**CLAUSE 30 (2)- Direction and Control of the Superintending Engineer**

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

- a. The accepted value of the contract exceeds Rs.100 Lakhs (Rs. One Hundred Lakhs).
- b. Amount of claim is not less than Rs.1 lakhs (Rupees one Lakhs).

**CLAUSE 30 (3)- Direction and Control of the Executive Committee / Claims Committee**

If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the Executive Director of the Corporation who if convinced that prima-facia the contractor's claim rejected by Superintending Engineer / Chief Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Executive Committee at Corporation level for suitable decision, shall put up to such committee for decision in respect of claims up to Rs. 50 lakhs and to claims committee at Government level in respect of other claims.

**CLAUSE 31- Stores of International Manufacture To Be Obtained From The Corporation.****DELETED**~~**CLAUSE 32- Lump sum in estimates**~~

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

**Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**CLAUSE 33- Actions where no specifications**

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

**CLAUSE 34- Definition of work.**

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

**CLAUSE 35- Contractors Percentage Whether Applied To Net or Gross Amount of Bill**

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

**CLAUSE 36- Payment of quarry fees and Royalties**

Not Applicable

**CLAUSE 37- Compensation under workmen's compensation Act.**

The contractor shall be responsible for and shall pay any compensate to his workmen payable under **The Workmen's Compensation Act, 1923 (VIII of 1923) and amendment thereof** (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable and / or paid by Corporation as principle under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Corporation from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above. The contractor shall indemnify the Government / Corporation against such compensation.

**Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**CLAUSE 37 (A)-**

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

**CLAUSE 37 (B)-**

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations inconnection therewith.

- (a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- (c) Adequate provision shall be made for prompt first-aid treatment of all injuries like to be sustained during the course of the work

**CLAUSE 37 (C) -**

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

**CLAUSE 38- Claim for quantities entered in the tender or estimates.**

Not Applicable

**CLAUSE 39- Employment of Female Labour**

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

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**CLAUSE 40- No Claim for Compensation for Delay in Starting Work.**

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

**CLAUSE 41- No Claim for Compensation for Delay in Execution of Work.**

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

**CLAUSE 42- Entering Upon or Commencing Any Portion of Work**

The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer-in-Charge or of his subordinate in charge of the work. Failing such authority, the contractor shall have no claim to ask for measurements of or payment of work.

**CLAUSE 43- Minimum age of persons employed, the employment of donkeys and other animals**

- i. No contractor shall employ any person who is under the age of 18 years.
- ii. No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Newar).
- iii. No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- iv. The Engineer-in-Charge or his agent is authorised 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 Corporation for any delay, caused in the completion of the work by such removal.
- v. The contractor shall pay fair and reasonable wages which will not be below the minimum wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the appropriate Government Authority concerned with labour who

**Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

shall decide the same. The decision of the said Authority shall be conclusive and binding on the contractor but such decision shall Not in any way affect the conditions in the contract regarding the payment to be made by the Corporation at the sanctioned tender rates.

- vi. Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- vii. Contractor to take precaution against accidents which takes place on account of labour using loose garments while working near machinery.
- viii. All facilities provided in the contract labour (Regulation & Abolition Act, 1970), the Maharashtra Contract Labour Regulation and Abolition Rule, 1971, should be provided.

**CLAUSE 44- Method of Payment**

As Applicable

**CLAUSE 45- Acceptance of conditions Compulsory before tendering the Work.**

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

**CLAUSE 46- Employment of Scarcity Labour.**

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometres of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which the government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

**CLAUSE 47-**

The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or price permissible under hoarding and Profiteering prevention ordinances, 1948, as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hording and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

tender along with the reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price as permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

**CLAUSE 48- Good and services Act-2017 (GST)**

As the tender cost is exclusive of GST, therefore bidder shall quote his rate without considering GST. Though the tender rates are not inclusive of GST, the contractor shall pay GST as per the provisions contained under GST Act 2017 on the amount of bill of the work done as per the prevailing rate of GST during the period of work done as applicable. This amount of GST paid by the contractor as per prevailing GST rules, will be reimbursed to the contractor on production of proof of payment of GST to the concern department of Government.

At the time of payment, T.D.S. under GST @ rate 2% (1% CGST and 1% SGST/IGST as applicable) or at prevailing rate as per Government notification shall be deducted from bill amount.

**GST Act 2017**

- 1) The rates to be quoted by the Contractor/Bidder must be excluding GST but inclusive of all other applicable taxes and duties that the Bidder will have to pay for performance of this Contract.
- 2) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the Departments and Bidder GSTIN No., Description of Goods or Services, Taxable value, Tax Rate, Amount of Tax etc.
- 3) Reimbursement of GST to the bidder is contingent upon complying with the following condition by the service provider.
  - a. Uploading the onward GST Return in GSTN Network portal within statutory time period.
  - b. Discharging the GST tax liability to the Govt.
  - c. Submission of Tax Invoice to department.
  - d. Submission of proof of payment of GST to department.
- 4) The Bidder shall be responsible for deposition of applicable GST to the concerned authority. Extra payment towards GST will be reimbursed by the department on account of

**Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

GST after due verification and subject to submission of documentary evidence by Engineer in Charge.

**CLAUSE 49-**

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

**CLAUSE 50-**

The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department's Scheme. Provided, however, that if the required unskilled labours are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission. In writing of the Executive Engineer in charge of the said work, obtain the rest of the requirement of unskilled labour from outside the above Scheme.

**CLAUSE 51- Wages to Be Paid To the Skilled and Unskilled Labour Engaged By the Contractor.**

The wages to be paid to skilled and unskilled labourers engaged by the contractor. The contractor shall pay the Labour skilled and unskilled, according to the wages prescribed by **the Minimum Wages Act of 1948 the amendments thereof** applicable to the area in which the work of the contractor is located.

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

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

**Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**CLAUSE 52- P.W.DEPT.NO.CAT/ 1284(120)/ BUILDING-2 DATED 14-8-85.**

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

**CLAUSE 53- P.W.DEPT.NO.CAT/1284(120)/ BUILDING-2 DATE 14-8-85.**

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

**CLAUSE 54-**

The contractor shall duly comply with all the provision of the Maharashtra State Tax on profession and Traders, calling and Employment Act, 1845 (See Rule 3 (2)). The contractor shall obtain certificate of registration under this Act and shall produce to Corporation clearance certificate as and when demanded.

**Contractor****No. of Corrections****SDE****Executive Engineer**

**CLAUSE 55-**

The contractor shall comply with all provisions of GST on the transfer of goods involved in the execution of work contracts.

**CLAUSE 56- Conditions Relating To Insurance Of Contract Work****Insurance Charges:-**

- 1) Insurance charges are to be paid by the contractor to the Director of Insurance Maharashtra State, Mumbai.
- 2) Insurance amount will be reimbursed to contractor as per conditions mentioned Below.
  - a. The contractor shall submit proof of insurance policies to the Engineer in charge.
  - b. After verification of record submitted by the contractor the total amount that can be released shall be limited to the actual payment made as mentioned in condition (a) but limited to 1% of tendered cost.

**Though the tender rates are not inclusive of insurance amount.** 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 and will be reimbursed after submitting & verifying proof of insurance policy submitted by the Contractor.

Its postal address for correspondence is- 264, MHADA, First floor, Opp. Kalanagar, Bandra (East), Mumbai - 400051. (Telephone No.022- 26590403 / 26590690 and Fax No.022-26592461 / 26590403).

Similarly, all workmen appointed to complete the contract work are required to be insured under workmen's compensation Act.

**The contractor shall renew the insurance policy for the extended period of the contract. The contractor shall also take out additional insurance policy for the increased Contract cost.**

**The insurance policy shall be valid upto extended period.**

Executive Engineer shall withhold 1% cost put to tender, if insurance policy from Directorate of Insurance, Maharashtra State, Mumbai is not taken. Insurance Policy / Policies taken out from any other company will not be accepted. If any contractor has not taken out the insurance policy from the "Directorate of Insurance, Maharashtra State, Mumbai or has

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

effected insurance with any other Insurance Company, the same will not be accepted and Executive Engineer shall withheld 1% cost put to work & shall be released after tender from the executed contract submitting the proof of insurance policy/ Policies & after verification of the record submitted by the Contractor, along with the amount of insurance policy submitted by the contractor.

**CLAUSE 57-**

"The contractor is required to adhere to all applicable laws, regulations, bylaws, and directives issued by any local or public authority relevant to the execution of this work. Furthermore, the contractor shall be responsible for the payment of any fees or charges levied in connection with these regulations at their own expense, without additional cost to the Corporation

**Contractor****No. of Corrections****SDE****Executive Engineer**

**SECTION –VIII**

**SPECIAL CONDITIONS OF**

**CONTRACT**

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**SECTION - VIII****SPECIAL CONDITIONS OF CONTRACT****1. Contractor to inform himself fully:**

The contractor shall be deemed to have carefully examined the work and site conditions, the special conditions, the specifications, schedules and drawings and shall be deemed to have visited the work site, his own quarries for rubble and sand and to have fully informed himself regarding The availability of construction materials, local conditions materials, local conditions ancillary works required to be done etc. before quoting the offer.

If he shall have any doubts as to the meaning of any portion of the special conditions or the scope of work or the specifications or any other matter concerning the contract, he shall in good time, set forth the particulars thereof and submit them to the Engineer-in-charge. The Engineer-in charge generally means the Executive Engineer directly in charge of the work, but also means, the Superintending Engineer, Chief Engineer of Corporation, for exercising powers under this contract.

**2. Contract Drawings and Specifications:-**

2.1 On acceptance of the tender, three sets of contract drawings and working drawings as well as one certified copy of the accepted tender will be supplied to the contractor free of charge 'within one week. On request by the contractor and at the discretion of Engineer-in-charge, the contractor may be supplied additional copies of contract documents to be charged at the rate of Rs. 3000/- (Rs, Three thousand only) per set. -

2.2 The drawings which form part of this contract show the works to be done in such details as possible to do for the present. They will be supplemented or superseded by such additional detailed drawings as may be necessary as the work progresses. The contractor shall carry out the work in accordance with these additional and / or revised drawings as the case may be at applicable rates as per the contract. The contractor shall be supplied maximum number of three copies of each of such working 'drawings free of charge. Should be contractor require any additional copy for his use, the same may be supplied at the discretion of Engineer-in-charge and the contractor will be charged Rs. 1000/- per set of contract drawings and Rs. 500/- for each of such additional copy of each drawing.

2.3 The contractor shall check all drawings carefully and intimate the Engineer-in-charge immediately any errors or omissions discovered. The contractor shall not take advantage of any kind of errors or omissions in the drawings supplied. All rehabilitation work should be carried out as per detailed drawings approved by Engineer in Charge.

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation****3. Data and Drawings to be furnished by the Contractor:-**

- a) Prior to the commencement of the work, the contractor shall submit to the Engineer-in-charge for approval, drawings or prints on white ammonia paper of size 1020 mm x 690 mm or 510 mm x 345 mm as may be suitable in triplicate showing the location of major plant workshop, if any, roadways, temporary bridges, unloading facilities and storage yards, etc. which he proposes to put up at the site.
- b) Then contractor shall submit to the Engineer-in-charge for approval within 7 days from the date of his receiving notice to start work, a layout plan of construction plant and equipment of the execution of the work which the contractor proposes to adopt at site.
- c) Any changes in the approved layout will be subject to further approval.
- d) The approval of the drawings, however, will not relieve the contractor of his responsibility from any errors or omissions.

**4. Errors, Omissions, Discrepancies:**

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

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**5. Use of Site:**

- a) All land required shall be arranged by the contractor from private land owner/Revenue department at his own cost and no this account shall be entertained.
- b) All areas of operation, including those of his staff and labour colonies, in case handed over to the Contractor shall be cleared and handed over back in good condition to the Engineer-in-charge, except the areas under works constructed from the Engineer-in-charge. The contractor shall make good, to the satisfaction of the Engineer-in-charge, any damage or alterations made to areas which he has to hand over back or to other property or land handed over to him for the purpose of this work.
- c) The lands shall as herein before mentioned, be handed over back to the Engineer-in-charge within three months after the completion of the work under this contractor the termination of the contract whichever is earlier. Also, no land shall be held by the contractor longer than the Engineer- in-charge shall deem necessary and the Contractor shall, on due notice by the Engineer-in-charge vacate and return the land which the Engineer-in-charge may certify as no longer required by the Contractor for the purpose of the works. In case the lands are not handed over back to the Corporation within the time limit; specified above, penal rent as may be decided by the Engineer-in-charge will be recoverable.
- d) The vegetation and forest is noticeable in project area. The contractor should take almost care for the preservation of this vegetation and forest. Any damage in this vegetation and forest will have to be compensated by the contractor and decision from Engineer-in-charge will be final and binding on contractor.

**6. ~~Contractor Not to Dispose of Soil etc:~~**

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

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

~~All gold, silver, oil or other minerals of any description and all precious stones, coins treasure, relics, antiquities and other similar things which shall be found in or upon the site, shall be property of Government and the Contractor shall duly preserve the same to the satisfaction of the Engineer in-charge and shall from time to time, deliver the same to such~~

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

~~person or persons as the Engineer in charge may appoint.~~

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

The Engineer-in-charge may, if he considers fit, from time to time, enter on any lands which may be in the possession of the Contractor under the contract for the purpose of executing any works not included in the contract and may execute such works not included in this contract by agents or by other contractors at his option and the contractor shall in accordance with the requirements of Engineer-in-charge afford all reasonable facilities for execution of the works, including occupation of lands by structures or otherwise to any other contractor employed by the Corporation and his workmen or for the workmen of the Corporation who may be employed in the execution on or near the site of the work not included in the contract, or of any contract in connection with or specially to the works and in default, the contractor shall be liable to the Corporation for any delay or expenses incurred by reason of such default. The contractor shall not however, on account of any such modified, new or extra work erected by or for the sake of corporation be entitled to claim relief from the obligation to execute the works the contract shall also co-operate with other contractors with all fairness and mutual understanding and use the common facilities like access roads to quarries, water supply arrangements etc.

The contractor shall also not cause advertently or inadvertently any obstruction or impediments in the progress of the other works being executed by Corporation or through other agencies. In the event of dispute regarding the claim, the responsibility, liabilities etc. in respect of such facilities, the decision of the Engineer-in-charge shall be final.

**9. ~~Cleaning up:~~**

~~a) The contractor shall at all times keep the construction areas and his colony and storage free from accumulation of waste or rejected materials.~~

~~b) Prior to the completion of the work, the contractor shall remove all rubbish from and around the premises and all tools, scaffolding equipment and materials which are not part of permanent structures except otherwise asked for or as provided under any other clauses of this contract, the premises will be left in a manner fully satisfactory to the Engineer in-charge.~~

**10. ~~Layout of construction roads.~~**

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

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**11. Period and hours of work:**

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

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

~~Before starting the work, and at the end before the work is covered, levels for plotting the longitudinal section (along the axis as decided by the Engineer in-charge of his authorized representative) and cross sections of the portion of the work shall be or his duly authorized representative and the same shall have to be got attested from the Engineer in-charge or his authorized representative in token of acceptance.~~

~~If the contractor fails to take measurements and sign them the measurements recorded by the Engineer in-charge or his representative in the authorized books shall be final and binding on the contractor. For this purpose, suitable date or dates shall be fixed by the Engineer in-charge and intimated to the contractor at least three days in advance. If the contractor or his duly authorized agent fails to attend on the appointed date or dates, the levels shall be taken in his absence and such levels and longitudinal sections and cross sections based there on shall be final and binding on the contractor. The levels will be taken on such alignment and cross sections as will be useful for reference permanently and described under specifications for 'Excavation.' The point of locations for the level will depend, upon the roughness of the area and will also be at least in conformity with requirements of specifications for 'Excavation' as far as possible.~~

**13. Program of Construction:****Work and Progress Schedules:**

The construction programme is given in Schedule 'D' at the end of Schedule 'C' of tender document based on which the physical programme is prepared. If the bidder does not agree with this programme, he shall submit his own programme without changing total period of tender along with tender documents inclusive of the physical programme as stated above, subject to the provision that 25% of the work shall be completed in 25% of the contract period and 50% of the work shall be completed in 50% of the contract period and 75 % of the work in 75% of the contract period & 100 % work will be in 100 % of the contract period. If work is delay due to any reason suitable action as per clause 2 will be taken by Engineer-in-charge.

**Contractor****No. of Corrections****SDE****Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

In case, it is subsequently found necessary to alter this programmed agreed in contract document, including the changes in the sequence of the items, the contractor shall submit in good time a revised programmed incorporating necessary modifications proposed and get the same approved from the Engineer-in-charge.

Additional detailed programmed for each working season, beginning from October, showing the progress to be achieved month by month for controlling items shall also be submitted to the Engineer- in-charge not later than the 31st August preceding the working season and got approved. The Engineer-in-charge is further empowered to ask for more detailed programmed, say week by week, for any items of special importance and Contractor shall supply the same as and when asked for without delay.

The submission of the works programmed and approval to it by the Engineer-in-charge shall not relieve the contractor of any of his duties or responsibilities under the contract, like timely completion, the damages due to flood or other natural calamities etc. The contractor shall not be entitled for any claims for any damages caused, due to particular works programmed. It is the entire responsibility of the contractor to frame the programmed after anticipating the rains, floods etc. Actual work turned out shall be mainly taken into account and not just the sum total of the various payments made to the contractor. The advance on the material brought to the site of the work will be Accounted for while arriving at the progress achieved by the contractor in terms of proportion of the total work tendered for

**14. Materials:**

**a) — Cement:**

~~The cement shall conform to I.S. 269 1967 & subsequently revision for Portland Cement & I.S. 1489 1976 subsequently revision for Pozzolana Cement.~~

~~— All cement required for the work under this contract shall be procured, well in advance by the contractor in polythene bags of twenty to a metric tons as received from the cement factories. The Engineer in charge may exempt the contractor from this condition upon his written request, depending upon the requirement of cement of the works. The contractor shall be written application collect the authorization letter indicating contract number, quantity of cement, from the Engineer in charge to the Corporation approved cement factory, from where the contractor intends to purchase the cement to brand the cement bags stipulated above. Following cement factories have been approved by the Corporation. (1) ACC Ltd. (2) Manikgarh, (3) Ultra Tech, (4) Rajashree.~~

~~The contractor shall produce proof of purchase of cement from the cement factories authorized dealers. The purchase bill supported by Delivery Challan and Excise Gate Pass shall constitute adequate proof of purchase.~~

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

~~Cement shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received being first used.~~

~~Cement shall be kept in a store under double locking arrangement (one lock to be operated by contractor and second lock to be operated by the authorized person of Corporation) so that it can be taken out or fresh stock admitted with the knowledge of supervising staff of the Corporation. The watch and ward of the cement stores shall be the responsibility of the contractor.~~

~~If godown facilities are available with the Corporation, the same will have to be utilized by the contractor as per the terms and conditions as decided by the Engineer in charge.~~

~~In the event of cement in branded bags remaining surplus due to authorized reduction in quantity of work certified by the Engineer in charge and as noticed after the issue of completion certificate, the contractor may choose any of the following three alternatives.~~

~~1. To transfer the cement in branded bags, with prior written permission from the Engineer in charge, to any of the contract work with the Corporation and account for the same therein.~~

~~2. To sell the cement in branded bags with prior written permission from the Engineer in charge, to any of the contractors carrying out the works on contract with the Corporation, at a price to be negotiated by both the contractors and account for the same.~~

~~3. To sell the cement in branded bags with prior written permission from the Engineer in charge. To the Corporation at the Ex factory price + Sales Tax + Octroi, if any delivery at Corporation godown as directed by the Corporation. If the purchase price paid by the contractor plus delivery at Corporation godown is less than the above the lower of the two shall be considered. The Corporation will accept the cement in branded bags only if the same is as per the specifications and of acceptable quality.~~

~~4. Daily cement consumption report:~~

~~— Contractor shall maintain daily cement consumption account for each item in format as directed by Engineer in charge. The daily quantity executed for all the items executed and cement consumed shall tally with the daily cement issued from store. The report of daily cement consumed, quantity executed shall be maintained by contractor on site and copy signed by the site engineer of the Corporation shall be submitted to Engineer in charge. The abstract of item wise daily cement consumption and quantity executed shall be enclosed with bills by the contractor, which will form basis of payment of bills.~~

~~b) Steel: The TMT/ H.Y.S.D. Shall confirm to I.S. 1786-1979 and M.S, steel shall~~

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

confirm to I.S. 932 1966 both I.S. as amended from time to time.

**15. — Quality Assurance and Testing:**

~~15.1~~ It is the responsibility of the contractor to assure the desired quality of work. Whenever the testing of construction materials are required as per the detailed specifications or otherwise required by the Engineer in Charge, the same shall be carried out at the labouratory, selected by the Engineer in Charge at Contractor's cost. The other tests of mortar, concrete, sand, coarse aggregates etc. shall be carried out in field labouratory set up by the contractor in presence of quality control representative at contractor's cost. Contractor shall through this procedure assure the quality of work.

~~15.2~~ The materials, mixes and any other arrangements, including labourers, shall be supplied by the contractor to the Corporation at contractor's cost. The samples for testing shall be taken in the presence of Engineer in Charge or his representative present on-site. The contractor or his authorized representative shall have a free access in these laboratories, to get himself satisfied about procedures of testing etc. Even if the contractor or his representative fails to remain present while collecting sample or testing the results will be considered as authentic and binding on the contractor.

~~15.3~~ On award of contract, the Contractors will have to provide adequate quality assurance setup including Quality Assurance Engineer backed with suitable laboratories assistants, labours and well equipped laboratories for taking necessary field test required as per specifications and as per instructions of Engineer in charge.

~~15.4~~ Contractor shall provide all test reports of material used in the work as desired from the NABL(National Accreditation Board for Testing & Calibration laboratories) approved laboratories and from Quality Control, MERI laboratories of the WRD . Contractor shall provide periodical quality assurance report (Weekly/fortnightly/monthly) to Engineer in Charge along with proofs in support of quality of material brought for the work the process/ execution of work is as per specification.

~~15.5~~ Contractor shall submit the account of all materials brought for the work, which are necessary for execution of work and any other data necessary to assess the quality of work.

~~15.6~~ If he fails to fulfill the requirement, the required manpower for testing and field laboratory with required equipments will be deployed by the Engineer in charge and the charges will be recovered from the contractor (Provisions of Clause 4 will be applicable) or the agreement will be revoked.

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

**15.7 PERSONEL FOR QUALITY ASSURENCE**

<b>Sr. No.</b>	<b>Personnel with Qualification</b>	<b>Nos.</b>
1	Quality Assurance Engineer (Civil Engineering Graduate with 2 Year experience in QA testing and report generation work)	One
2	Laboratory Assistants (Twelve th Pass with Science subject with 2 year experience in testing of material)	Two to Four (As per work)
3	Laboratory Attendants -	Two to Four (One for each L.A.)

**15.8 EQUIPMENTS**

<b>Sr. No.</b>	<b>Equipment's</b>	<b>Apparatus for Tests</b>
1	Earth Work— Field testing Equipment's	Field density, Moisture Content, Sieves for Sand & Metal.
2	Concrete Work—	Silt, Gradation, Moisture Content, Slump, & Cube Modules.

**15.9 The tender rates are inclusive of quality control testing charges.**

**16. Hire of Construction Equipment's:**

Construction equipment owned by the Corporation, if available and can be given on hire conveniently, will be made available on specific request, to the contractor at rates that will be prescribed by Corporation from time to time. Supervision charges will also be levied as prescribed by the Corporation from time to time, the contractor shall execute the agreement bond as prescribe by the corporation and shall agree to the specific rates of hire and supervision charges in force on the day of transaction in writing before machinery is taken out of the Corporation's yard by him. The contractor shall pay irrevocable bank guarantee for the value equal to 25% of the cost of similar new machinery for a period equal to period of hire plus three months. Some such items of equipment are indicated below:

**Rated Equipment**

- i) Tanker
- ii) Diesel road rollers
- iii) Tippers
- iv) Dozers
- v) Loader

The machinery shall be entirely in the custody of the Corporation. It shall be issued to the Contractor at the yard where they are stationed. The machinery will not be allowed to leave

**Contractor                      No. of Corrections                      SDE                      Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

~~the work area on any account. All machinery so hired will be entirely operated and maintained by the Corporation in consideration of the hire charges to be paid by the contractor. If any equipment is to be used in excess of 8 (eight) hours per day, permission of the Engineer in charge shall be obtained in advance.~~

~~Reckoning of working hours will start from the time the machinery leaves Corporation yard, where it has to return to it daily, and in other cases, when the machinery actually starts working. Closing time of working will be when it returns to the Corporation yard or actually ceases working for day, respectively.~~

~~Log books shall be maintained by the Engineer or his authorized representative for each piece of equipment in the form laid down by the Engineer. The Contractor or his duly authorized agent shall verify and sign in the log book or on the machinery duty slip in lieu thereof, daily. If the contractor's representative fails to sign the log book, the entries made by the Corporation's representative shall be binding on the contractor. Any complaint or representation regarding the recorded working hours must be submitted in writing within 24 (twenty four) hours of the close of the shift. The Engineer's decision regarding such disputes pertaining to working hour shall be final and binding on the Contractor. Complaints or representations made after lapse of 24 (twenty four) hours limit shall not be considered. The log books shall form the basis for raising debits against the Contractor.~~

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

~~All minor and major repairs shall be carried out by the Corporation, to keep the equipment in working condition. However, in case of any breakage, damages, slips etc. which may occur due to the negligence of contractor's labour, equipment or staff or by reason, for which Corporation personnel are not responsible, the cost of such damages shall be recovered from the contractor. The decision regarding fixing of responsibility for any damages shall rest with the Engineer in charge and decision given by him shall be binding on the Contractor.~~

~~Equipment shall be given on hire only when these can be spared. No claim on account to sickness or non availability of machinery shall be entertained.~~

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

~~A truck, tipper, tanker and any other equipment may be hired for a single day at a time and~~

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

~~the minimum charges to be levied will be 8 (eight) hours plus mileage or for 8 (eight) hours when mileage is not applicable.~~

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

**17. Bills and Payments:**

As per Payment milestone Guidelines and directives from Directorate of Irrigation Research & Development (DIRD), Pune Water Resource Department

**18. Security Deposit**

The security deposit accumulated from deductions from the running account bills may from time to time and at any time, on application by and at the cost of the Contractor, be converted into an irrevocable BG from any branch of nationalized bank in state of Maharashtra in the name of Executive Engineer. Should the market value of the securities fall, for any reason whatsoever below that specified, the contractor shall make good the same in cash or as may otherwise be acceptable whenever called upon to do so or to replace the security by other acceptable to the Engineer-in-charge.

The contractor shall bear all charges for commission and brokerage incidental to this.

**19. No Interest on money due the contractor.**

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

**20. Other Contractor for the work:**

Corporation has the right to split-up the project work detailed in the Work and Site Conditions, into distinct items and this contract shall apply only to those items which shall have been specified in this contract.

Should Corporation enter into other contractors for specified items of the project work, each contractor shall co-operate with others to the fullest extent and shall allow others every facility and cooperation for execution of their works simultaneously and satisfactorily, as intended in the designs, specifications and drawings.

Should there be a dispute or disagreement between the contractors for any cause whatsoever,

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

the same shall be referred to the Engineer-in-charge whose decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors to others shall be final and binding on all parties and such a decision or decisions shall not vitiate any contract nor absolve the contractor of his responsibilities under the contract nor form the grounds for any claim of compensation.

**21. Contract document and matters to be treated as confidential:**

All documents, correspondence, decision and other matters concerning the contract shall be considered as of confidential and restricted nature by the contractor and he shall not divulge there to any unauthorized person.

**22. Access to the Contractor's Books**

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

**23. Breach on part of Corporation Not to Annual contract.**

No breach or non-observance on the part of corporation of any of the conditions contained herein shall annual this contract or discharge the 'contractor from the observance and performance thereof, but on application to the Engineer-in-charge, an extension of time may be given to the Contractor in respect of such breach or non-observance by the Corporation, which shall be governed by Clause 6 of B -1 form.

The Contractor shall not, however, be entitled to consideration or any extension of time for any item of the work unless the contractor shall have made an application in writing to the Engineer-in- charge within one month of the arising of the cause needing such extension, but the Engineer-in- charge may at his discretion, which shall be conclusive, waive the condition regarding this period of one month.

**24. Local Laws**

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

All import and excise duties, sales tax, local panchayat tax and other taxes shall be borne by the Contractor and they shall be deemed to have been covered by his quoted tender rates,

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

except that the contractor shall not be liable to any land tax for the land handed over to him for the operation in connection with this contract or for his colony or appurtenant works constructed by him for the purpose of this contract.

The contractor shall also be liable to all relevant provisions of the Indian Income Tax Act, and other Tax laws and labour laws which may be applicable to him from time to time.

The contractor shall protect and indemnify Corporation against all claims or liabilities arising from one based on the violation of such laws, ordinances and regulations, by laws by him or his employee.

**25. Personnel of Contractor:**

The Contractor shall, at all times, maintain on the work, a staff a duly qualified engineers and supervisors of sufficient experience of similar other jobs, to assure that the quality of work turned out shall be as intended in the specifications. The Contractor shall also maintain at the work, a Works Manager of sufficient status, experience and office, and duly authorize him to deal with all aspects of the day-to-day work. All communications to and commitments by this Works Manager shall be absolutely binding on the Contractor.

The Contractor shall supply to the Engineer-in-charge details of names, qualifications and experience in regard to all supervisory staff employed by the Contractor and notify charges when made, and satisfy the Engineer-in-charge regarding the quality and sufficiency of staff thus employed.

The Engineer-in-charge will have the unquestionable right to ask for changes in the quality and number of contractor's staff. The contractor shall on the written directives of the Engineer-in-charge, remove from the works any person employed thereon, who may in the opinion of the Engineer-in-charge be incompetent or has misconduct himself. Such person shall not be employed again, on the work, without the written permission of the Engineer-in-charge.

**26. Death, Bankruptcy etc.:**

If the contractor shall die or commit any act of bankruptcy or being a corporation, commences winding up except for reconstruction purpose or carry on its business under a receiver, the executors, successors or other representatives in law of the contractor or any such receiver, liquidator or any person whom the Corporation and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of work, have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the Corporation, but not exceeding value of the work for the time being remaining

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

unexecuted.

In the event of stoppage of work, the period of the option under this clause shall be fourteen days only. Should the above option be not exercised, the contract may be terminated by Corporation, by a notice in writing to Contractor or his successor. The power and provision reserved to Corporation in this contractor of taking of the work out of the contractor's hand shall immediately become operative. Copy of such notice shall be pasted on work site and advertised in newspaper

**27. Notices, How to be given:**

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

**27.A Work Order Book:**

The contractor shall maintain bound work order book at work site as the Engineer-in-charge may direct. This work order book shall have machine numbered pages in triplicate. The contractor shall make them available to the Engineer-in-charge or his representative, whenever called for.

Executive Engineer or his representative may record order about works, in this book, leaving the original copy in the book and removing the second and third copy with him, the contractor or his authorized representative, shall also sign this work order, in token of its acceptance.

All orders recorded in these work order book, shall be deemed to have been served on the contractor. On completion of the work all the work order books may be handed over to the Executive Engineer.

In the event of refusal the Contractor's representative on the spot to sign the work order book, Engineer-in-charge shall take the necessary further steps in respect of further communication and control, modification or stoppage of work as deemed fit at the entire responsibility of the contractor.

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**28. ~~Passing of Foundation etc.:~~**

~~After the completion of the work of excavation, the same will be checked and passed by the Executive Engineer. No masonry or concrete or back filling shall be laid unless the foundation is so passed. No concreting shall commence unless the centering and the reinforcement is checked and passed by the Engineer in charge.~~

**29. Reference to Standard Specification:**

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

**30. Communications and Notices by Contractors:**

All communications and / or notices pertaining to work and concerning matters, such as passing and approving of foundation, reinforcement and framework, measurements, mark outs, etc. shall not be addressed by the Contractor to an Officer below the rank Sub-Divisional Officer. All such notices communications, etc. shall be addressed in good time so as not to hold up the work.

**31. Non-Compliance of Contract Conditions:**

If the contractor shall neglect or fail to proceed with the works, with due diligence or he violates any of the provisions of the contract, the Engineer-in-charge may give notice to the contractor, identifying deficiencies in performance and demanding corrective action. The Engineer-in-charge, shall also clearly state in the notice the nature of action that shall be taken, if contractor fails to fulfill by necessary corrective action.

Depending on nature of default the Engineer-in-charge at his discretion, shall have two options regarding action to be taken in case of default by contractor. He shall withhold any of the payments due to the contractor or shall terminate the contract in whole or in part. But Engineer-in-charge shall, clearly mention in his notice, the action that shall be taken if the contractor fails to take the corrective action. The period of 14 days shall be given to the contractor to take such corrective action after the issue of such notice.

No claims for compensation of any sort, from contractor will be entertained for withholding the bills indefinitely till specified requirements are complied by the contractor.

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

After the issue of the notice about default by the contractor, the contractor shall not remove, from the site any plant, equipment and materials. The Corporation shall have a lien on all such plants, equipment's and materials, from the date of such notice, till deficiencies have been corrected.

**32. — Extra items:**

~~Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Engineer in charge. The rates for extra items will be governed by the provisions of clause 14 and 30 of conditions of contract.~~

~~However no extra items can be started without prior written permission for the Engineer in charge.~~

~~———— Price Escalation will not be payable for the extra items.~~

**33. — Price Variation Clause: —**

~~If during the operative period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial workers for **Chhatrapati Sambhajnagar centre** as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the whole sale Price Index for all commodities prepared by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industries. Department of Industrial Policy and promotion or in the price of petrol/ Oil and Lubricants and major construction materials like bitumen, cement, steel, various types of pipes, etc. then subject to the other conditions mentioned below, price adjustment on account of:~~

- ~~1) — Labour Component~~
- ~~2) — Material Component~~
- ~~3) — Petrol, Oil and Lubricants Component~~
- ~~4) — Steel Component~~
- ~~5) — Cement Component~~
- ~~6) — D.I. Pipe Component~~

~~———— Calculated as per the formula herein after appearing shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever, component percentage as given below are as of the total cost of work put to tender. Total of Labour, Material, and POL Components shall be 100 and other components shall be as per actual.~~

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

1)	Labour Component	<b>K<sub>1</sub> (21%)</b>
2)	Material Component	<b>K<sub>2</sub> (72%)</b>
3)	Petrol, Oil and Lubricants Component	<b>K<sub>3</sub> (07%)</b>
4)	Bitumen Component	Actual
5)	Steel Component	Actual
6)	Cement Component	Actual
7)	D.I. Pipe Component	Actual

**1. Formula for Labour Component:**

$$V_1 = \frac{0.85P [K_1 \times \frac{L_1 - L_0}{100}]}{L_0}$$

Where,

$V_1$  = Amount of price variation in Rupees to be allowed for Labour component

$P$  = Cost of Work done during the quarter under consideration

minus

the cost of Cement, HYSD and Mild steel, Bitumen, C.I. & D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

STAR RATE

1) Cement Rs.273.44/- Per Bag

2) Steel Rs.55909.61/- Per MT

$K_1$  = Percentage of Labour Component as indicated above

$L_0$  = Basic Consumer price index for **Chhatrapati Sambhajinagar** centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

$L_1$  = Average consumer price index for **Chhatrapati Sambhajinagar** centre for the quarter under consideration.

**2. Formula for Materials Component:**

$$V_2 = \frac{0.85P [K_2 \times \frac{M_1 - M_0}{100}]}{M_0}$$

Contractor

No. of Corrections

SDE

Executive Engineer

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

Where,

$V_2$  = Amount of price variation in Rupees to be allowed for Materials Component.

P = same as worked out for Labour Component.

$K_2$  = Percentage of Materials Component as indicated above.

$M_0$  = All India wholesale price Index for all commodities as published by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industries. Department of Industrial Policy and promotion prevalent 30 days prior to the last date of submission of bid.

$M_1$  = Average of monthly all India wholesale price Index for all commodities as published by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industries. Department of Industrial Policy and promotion for the quarter under consideration.

**3. Formula for Petrol, Oil and Lubricant Component:**

$$V_3 = 0.85P \left[ \frac{K_3}{100} \times \frac{P_1 - P_0}{P_0} \right]$$

Where,

$V_3$  = Amount of price variation in Rupees to be allowed for POL Component.

P = same as worked out for Labour Component.

$K_3$  = Percentage of Petrol, Oil and Lubricant Component.

$P_0$  = Average price of HSD at **Mumbai** during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

$P_1$  = Average price of HSD at **Mumbai** during the quarter under consideration.

**4. Formula for Bitumen Component.**

$$V_4 = QB (B_1 - B_0)$$

Where,

$V_4$  = Amount of price variation in Rupees to be Allowed for Bitumen Component.

QB = Quantity of Bitumen (Grade....) in metric tonnes under in the permanent works and approved enabling works during the quarter under consideration.

$B_1$  = Current, average ex-refinery price per metric tonne of Bitumen (Grade....) under consideration including taxes (octroi, excise, sales tax) during the quarter under consideration.

Contractor

No. of Corrections

SDE

Executive Engineer

**Godavari Marathwada Irrigation Development Corporation**

$B_0$  = ~~Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average ex-refinery price in rupees per metric tonne including taxes (Octroi, excise, sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding for month in which the last date prescribed for receipt of tender, falls, whichever is higher.~~

**5. ~~Formula for HYSD and Mild Steel Component:~~**

$$\frac{V_5}{SI_0} = \frac{S_0 (SI_1 - SI_0)}{SI_0} \times T$$

Where,

$V_5$  = ~~Amount of price variation in Rupees to be allowed for steel Component.~~

$S_0$  = ~~Basic rate of TMT steel in rupees per metric tonne as considered for working out value of P~~

$SI_0$  = ~~All India wholesale price index for "Steel" as published by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industries. Department of Industrial Policy and promotion prevalent 30 days prior to the last date of submission of bids.~~

$SI_1$  = ~~Average of monthly All India wholesale price index for "Steel" as published by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industries. Department of Industrial Policy and promotion for the quarter under consideration.~~

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

**6. ~~Formula for cement Component:~~**

$$\frac{V_6}{CI_0} = \frac{C_0 (CI_1 - CI_0)}{CI_0} \times T$$

Where,

$V_6$  = ~~Amount of price variation in Rupees to be allowed for cement Component.~~

$C_0$  = ~~Basic rate of cement in rupees per metric tonne as considered for working out value of P~~

$CI_0$  = ~~Average of cement index as per RBI Bulletin during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.~~

$CI_1$  = ~~Average cement index as per RBI Bulletin during the quarter under consideration.~~

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

Contractor

No. of Corrections

SDE

Executive Engineer

**Godavari Marathwada Irrigation Development Corporation**

**7. Formula for C.I. / D.I Pipe Component:**

$$V_7 = Q_d (D_1 - D_0)$$

Where,

$V_6$  = Amount of price variation in Rupees to be allowed for CI / DI Pipe Component.

$D_0$  = Basic rate of Pig Iron in rupees per metric tone as considered for working out value of P

$DI_0$  = All India wholesale price index for “Pig Iron” as published by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industries. Department of Industrial Policy and promotion prevalent 30 days prior to the last date of submission of bids.

$DI_1$  = Average of monthly All India wholesale price index for “Pig Iron” as published by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industries. Department of Industrial Policy and promotion for the quarter under consideration.

$T$  = Tonnage of C.I. / DI Pipes used in the permanent works for the quarter under consideration.

**The following conditions shall prevail:**

- i) The Operative Period of the contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer as regards the Operative Period of the contract shall be final and binding on the contractor. Where compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate balance of work from the date of levy of such compensation shall be worked out by pegging the indices  $L_1, M_1, C_1, P_1, B_1, S_1$  &  $Cl_1$  to the levels corresponding to the date from which such compensation is levied.
- ii) This price variation clause shall be applicable to all contracts in B1 / B2 & C<sub>form</sub> but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iii) The escalation is payable for the extra items since the rates for them are to be fixed

Contractor

No. of Corrections

SDE

Executive Engineer

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

~~without yearly rate revision.~~

~~iv) — This clause is operative in both ways, i.e. if the price variation as calculated above is on the plus side, payment on account to the price variation shall be allowed to the contractor and if it is on the negative side the Corporation shall be entitled to recover the same from the contractor and the amount shall be deductible from any amount due and payable under the contract.~~

~~v) — To the extent that full compensation for any rise or fall in costs to the contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.~~

**34. ---DELETED---**

**35. Co-ordination with other contractors**

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

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

**36. Undertaking under Contract Labour Act**

The contractor shall furnish the undertaking towards implementation of contract Labour Act as given in Form No. IX.

**37. Photographs of the works**

The contractor will not be allowed to take photographs showing field work or the general location of the work. The Engineer, may however, at his discretion, allow a few construction photographs to be taken for the purpose of the contractor's record. Prior approval of the Engineer-in-charge should be obtained in such cases and also in case such photographs are to be exhibited in public literature and calendars etc. in all such cases, negatives of the photos shall be submitted to the Engineer, after taking approved number of copies and the negative

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

will become the absolute property of the Corporation.

**38. — Fencing, Lighting & Ventilation**

~~a) The Contractor shall be responsible for the proper lighting, fencing, guarding and necessary health and safety measures while executing all works under this contract and for proper provision of temporary roadways, guards, footways, fences, caution notices, etc. as far as the same may be rendered~~

~~Necessary by reasons of the work, for the accommodation of Workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and of the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precaution.~~

**b) Maintenance of Services**

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

**39. Liability for accidents of Persons**

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

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

In the event of accident in respect of which compensation may become payable under the Workmen's Compensation Act. VIII of 1923 including all subsequent modifications thereof,

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

Engineer-in-charge may retain the sums of money as may in the opinion of Engineer-in-charge be sufficient to meet such liability out of the amounts payable to the contractor. These sums shall be recovered from the immediate payment due to the contractor in one installment or in more than one installment. The decision of the Engineer-in-charge regarding this shall be final and binding on the contractor. On receipt of award from the Labour Commissioner, the balance amount shall be reimbursed to or recovered from the contractor.

It should be noted that though the Corporation is a Principal employer, the complete responsibility of compensation shall be on the contractor.

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

The Contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools, and implements and generally of all the means irrespective of whether such means may or may not have been approved of or recommended by the Engineer-in-charge and the Contractor must accept and discharge all risks of Accidents or damages from whatever cause they may arise, until the completion of this contract.

**41 — Covering of work**

~~The Contractor shall give not less than seven days notice in writing to the Engineer in-charge of the work which is proposed to be covered up or placed beyond the reach of measurements so that the measurements may be taken before the work is covered up or placed beyond the reach of measurements. No work shall be covered up or placed beyond the reach of measurement, before ensuring that the measurements of work to be covered up are recorded. Any work covered up or placed beyond the reach of measurements without such notice have been given and consent obtained the same shall be uncovered at the Contractor's Expenses and in Default thereof no payment or allowance shall be made for such work or for materials with which the same was executed.~~

**42. Quantities of work:**

The Quantities of work under the various items in the Schedule 'B', Part - I, Schedule of quantities and bid rates as estimated by Corporation, have been provided as could be reasonable anticipated and should be taken as indicative only. The amount of work will depend upon the actual conditions that will be encountered in the construction and the results of detailed designs which will continue to be defined as more field data and information comes to hand. If the work is started by the Corporation, the quantities put to tender shall be

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

reduced to the extent the work is done by the Corporation up to the date of starting the work by the contractor. No claims due to reduction in quantity on his account will be entertained.

**43. — Accuracy of lines, levels and Grades setting out:**

a) — ~~The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimension, and alignment of all parts of the work and for the provisions of all necessary instruments, appliances and labour in connection with this.~~

b) — ~~For the purpose of setting out, one permanent bench mark shall be established by the Corporation near the site, the value of which shall be given to the contractor, by the Engineer in charge on demand by the contractor. Similarly, the reference line in the form of centre line of junction wall and of some other components, if found by the Engineer in charge for complete setting out of the structure shall be given. All the setting out shall be with reference to this bench mark and reference line.~~

c) — ~~If at any time during the progress of works the error shall appear or arise in the position, level, dimension or alignment of any part of the work, the contractor shall rectify such error to the satisfaction of Engineer in charge without any extra cost to the Corporation.~~

d) — ~~The periodical checking of these by Corporation staff shall not absolve the contractor of his responsibility regarding accuracy. In case of deviation, the contractor shall make good to the discrepancy at his own cost and without any compensation for the additional work involved. Wherever such discrepancies, if any are found to arise between the work of different contractors at the junction of their works, the relative liability to set right their respective discrepancies shall be fixed by the Engineer in charge whose decision shall be final & binding on the contractor concerned the engineer in charge shall further have the unquestioned right to rectify the discrepancies and recover the costs from the contractor or contractors according to proportions as he may consider reasonable.~~

e) — ~~It is the responsibility of contractor to preserve the bench mark and the reference points established for setting out.~~

**44. — Excavated Material**

~~All the materials available from excavation will be the property of Corporation and shall be disposed off only as directed by the Engineer in charge. The materials of approved quality available from the excavation including that carried out by the Corporation may be used by the contractor in the items of works included in Schedule 'B' or for ancillary or preparatory work, free of cost Prior approval of Engineer in charge of such use shall, however, be taken. The Contractor shall make proper arrangements for sorting out and stacking material of~~

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

~~approved quality that he proposes to use as aforesaid. Corporation will be free to make use of other materials not required or not likely to be required for use by the contractor as will be determined by the Engineer in charge.~~

~~The excavated material not be used by the contractor as above or stacked for his use, but remaining unused to site after completion of works, shall be disposed off by the contractor at his own cost in a manner and at place shown the drawings or as and where the Engineer in charge may direct.~~

~~The contractor should utilize material available from excavated stuff for backfilling.~~

**45. — Safety Measures:**

~~The Contractor shall arrange for the' safety in his operations as required including the provisions in the safety manual published by the Central Water and Power Commission New Delhi. (Jan, 1962 Ed) In case the contractor fails to make such arrangements the Engineer in charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor. The following are some of the measures listed, but the same are not exhaustive and the contractor shall add to and suggest improvement to these precautions on his own where necessary and should comply with the directions issued by the Engineer in charge in this behalf from time to time and at all times.~~

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

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

~~Taking such normal precautions like fencing and lighting to excavations or trenches, not allowing, nails or metal parts or useless timber spread around, marking danger area for blasting whistles etc.~~

~~Providing sufficient suitable and safe, accesses to all work, spots including ladders, gangways, platforms, etc. avoiding naked wires, etc. such would electrocute the worker.~~

~~Taking necessary steps towards training the workers concerned on the use of machinery before they are allowed to handle them independently and taking all necessary precautions in and around areas where machines hoists and similar units are working.~~

**46. — Maintenance:**

~~After the works are completed in all respects in accordance with the contract condition, a completion certificate will be issued by the Engineer in charge.~~

~~From the date of issue of the completion certificate, till the expiry of 12 calendar months, the~~

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

~~Contractor shall be liable for the replacement of any part of plant or work found to be defective from the causes arising from faulty materials or workmanship or other causes, for making good any damage arising there from.~~

**47. Sundays and Holidays:**

No work shall be done on, weekly local holidays or on other Government holidays duly gazette or on. Holidays observed by local usage without the prior sanction of the Engineer-in-charge. Withholding of such sanction shall not form any grounds for compensation of time limit.

If on the other hand, the Engineer-in-charge directs that the work shall be proceeded with on days and during hours otherwise not permissible under this contract, the Contractor shall proceed with the works as directed, without, in any way violating this contract or forming any grounds for compensation or claim.

The Contractor shall, in his dealing with labour at all times during the period of this contract, have due regard to local festivals, religious and other customs and all relevant laws.

**48. Bank Guarantee:**

1. Bank guarantee shall be given on the stamp paper of Rs. 100/- in the form prescribed by the Corporation. **The bank guarantees for security deposit and additional performance security deposit if any, shall be valid for the entire period of contract, including defect liability period.** *It will be the responsibility of the contractor to get validity of Bank Guarantee extended at least minimum Seven (7) days before prior to expiry date from time to time*, failing which the Bank guarantees shall be en cashed by the Corporation minimum Seven (7) days before expiry date of Bank guarantees and cash accrued will be at the disposal of the Corporation, without interest.
2. If the bidder is going to submit Security deposit/ Additional Performance Security Deposit in the form of bank guarantee, then original bank guarantee must be submitted by the bank to the Executive Engineer through registered post.
3. In the exceptional case, if bank has given bank guarantee to the bidder then, the bidder should request to concerned bank to submit unstamped duplicate copy to the Executive Engineer.
4. In the case, if bank guarantee received from the bidder but unstamped duplicate copy is not received from bank in such case the verification of bank guarantee will be done by sending the copy of bank guarantee to concerned bank by registered post. Work order will not be issued till verification of bank guarantee from the concerned bank.

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**49. Handing over of work:**

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

**50. Instrumentation**

In case, it is proposed to have any instrumentation, in work, the instruments and their accessories will be procured and installed by the Corporation as per programmed framed by the Engineer-in-charge. Care should be taken by the Contractor to protect these instruments as well as their connection during various constructions operations.

The Contractor shall also extend all facilities for installation and observation of these instruments. All the operations required for facilitating the installation of the instruments shall stand included in the relevant items of tender. No claim however shall be entertained due to any delay or obstruction that might be created due to installation or observation.

**51. Inspection of Works:**

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

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

The contractor shall, during working hours, maintain supervisor of sufficient training and experience to supervise various items and operations of the work and the said supervisors shall remain present during inspections of the Engineer. All orders and directions given to such supervisors or other staff of the contractor shall be deemed to have been given to the

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

contractor directly. Further the Engineer may, by due notice to the contractor, he shall then remain present on any specified inspection and the contractor, he shall then remain present on any specified inspection and the contractor shall comply with such directions.

**52. Opening out works:**

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

**53. — Removal of Imperfect work:**

~~If it shall appear, that the work has been executed with unsound, imperfect or of an inferior quality or otherwise not in accordance with contract documents, the contractor shall at his own cost rectify, reform, remove or reconstruct the same, wherein whole or in part as may be, directed by the Engineer, whether or not, the value of any such work of material shall have been included in any payment made to the contractor. The Executive Engineer may if he thinks fit, allow provided further that the rates fixed by the Engineer, be not acceptable to the contractor, he shall have the option to replace the defective work or materials with once in accordance with the specified standards.~~

**54. Jurisdiction of court for disputes:**

Disputes, if any, arising out of this contract shall be subject to the jurisdiction of the High Court of Mumbai, Bench Nagpur.

**55. — Mode of payment of the quantities of excavation, masonry and concrete items executed in excess of 125%.**

~~Clause No. 38 of B-1 Tender Form pertains to payment of quantities of different items of Schedule 'B' in excess of 125 % of the tendered quantities. It is to be clarified that in the case of item of excavation in soft strata and hard strata, in the present tender, this clause will become applicable only if the total quantity of excavation (i.e. quantity executed in excess of 125% of total i.e. quantity given in schedule "B" of excavation in soft strata plus quantity given for excavation in hard strata) exceeds 125% during execution. For payment of quantity executed in excess of 125% of total quantity of excavation following procedure will apply.~~

~~Case 1: Where quantity of excavation executed exceed 125% of total of tendered quantity of items of excavation in soft strata and in hard strata, but quantity executed of any one of the individual items is less than or equal to the tendered quantity for that item. All the excess~~

<b>Contractor</b>	<b>No. of Corrections</b>	<b>SDE</b>	<b>Executive Engineer</b>
-------------------	---------------------------	------------	---------------------------

**Godavari Marathwada Irrigation Development Corporation**

~~quantity beyond 125% total tendered quantity in items of excavation in soft strata and hard strata; taken together, will be paid by revising the rate of only that item where excess has occurred.~~

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

~~\_\_\_\_\_ Executed quantity of individual item of excavation, \_\_\_\_\_  
 \_\_\_\_\_ Total executed quantity of items of excavation in soft strata and hard strata.~~

~~And will be paid by revising the rate of individual item as per clause 38(2), subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tender quantity.~~

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

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

~~\_\_\_\_\_ Executed quantity of individual item of masonry, \_\_\_\_\_.  
 \_\_\_\_\_ Total executed quantity of all masonry items taken together.~~

~~And will be paid by revising the rate of individual item as per clause 38(2), subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tender quantity.~~

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

~~Case 4: Where total quantity of all concrete items taken together exceeds 125% of the total tendered quantities of all concrete items quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of :~~

~~\_\_\_\_\_ Executed quantity of individual item of concrete, \_\_\_\_\_.  
 \_\_\_\_\_ Total executed quantity all concrete items taken together.~~

~~And will be paid by revising the rate of individual item as per clause 38(2), subject to the~~

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

~~provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tender quantity.~~

~~In case of executed quantity is less than 75% of the total quantity of all concrete items taken together. These will be treated on similar lines as in case (1) and (2) above. For payment of quantities in excess of 125% of tendered quantity for items other than excavation masonry and concrete items provision of clause 38 (2) & (B) of B-1 Tender Form will be applicable.~~

**56. — Mode of payment of excavation quantities in running bill and final bill.**

~~Payment of work done under items of excavation in soft strata and hard strata will be made of 90% of the contract rate in R.A. Bills for all excavated quantities till the final designed cross section of component as decided by the Engineer in charge is reached. The component cross section as per design shall be deemed to have been reached only if no work remains to be executed between the two adjacent cross sections. 100% of payment at contract rate in R.A. Bills may be released only after the work of excavation is completed between two adjacent cross sections.~~

**57. — Excavation by Controlled Blasting and Chiseling:**

~~The location where excavation by controlled blasting and chiseling is to be done is shown below. At other location the excavation is to be done by ordinary blasting.~~

~~A. Controlled blasting-~~

~~—The rate of excavation by controlled blasting is allowed at following site condition-~~

- ~~i. The roads having heavy traffic within 100-meter radius of work.~~
- ~~ii. The habitation and public buildings with 200-meter radius of work.~~
- ~~iii. The electric lines within 100-meter radius of work.~~

~~B. Chiseling—The rate of excavation by chiseling is allowed at location where permanent and important structure is within 30-meter radius from work.~~

~~57.1. Where rate of chiseling and controlled blasting is allowed, the contractor shall be responsible for damage to any type of property or life. If any damage is occurred due to a ctivity of excavation the contractor has to pay the compensation to the concerned party. If he fails, the compensation will be paid by the Corporation and recovered from contractor.~~

~~57.2. If the excavation by controlled blasting or chiseling is required to be done at chainages and locations other than mentioned above, then contractor shall write to the Engineer-in-Charge. The Engineer-in-Charge will inspect the site and if the work is within the prescribed zone of controlled blasting or chiseling, he will submit the proposal for obtaining permission of higher authority.~~

~~In such case the contractor shall execute the item of excavation only after approval of controlled blasting or chiseling zone by Chief Engineer. Otherwise, the quantity executed will be paid at the rate of ordinary blasting.~~

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

~~57.3. Contractor shall Note that the rate of controlled blasting will be paid only if he has done the work of excavation by taking proper precaution and methods. If the work in controlled blasting zone is executed by ordinary blasting without any special efforts then payment of excavation will be made at the rate of ordinary blasting, though the work lies within approved zone of controlled blasting or chiseling.~~

~~57.4. The contractor shall maintain account as the proof to prove that the excavation is done by controlled blasting or chiseling e.g.-~~

~~a. For proof of controlled blasting No of drills, their depth, charge loaded, other precautions taken and quantity executed.~~

~~b. For proof of chiseling Method of chiseling, equipment and machinery used and their hours of working, quantity executed.~~

**58. Shifting Of Electric Line:**

~~In case shifting of electric line is necessary, Engineer in Charge will initiate the proposals to concerned authorities. It will be the responsibility of contractor to make good for early clearance of the proposal form the concerned department with all specifications and conditions so that there should be no delay in completion of the work. The contractor should take all necessary precautions during execution of the work, since there is high voltage transmission line overhead. The contractor will be responsible for all consequences due to negligence. Contractor should pay the required cost of shifting these lines to the concerned authorities. The same will be reimbursed to the contractor by Corporation as per availability of funds.~~

**59. Defects Liability:-**

Within a period of **12 Months** completion of work, if any repair due to the defect in construction, the same will be carried out by the contractor at his own cost.

The security deposit amount as mentioned in clause 1 of condition of contract is only payable after one month completion of this period.

**60. No Claims for Delay in Payments:**

1. Payment will be made to the contractor as per availability of funds with GMIDC. Contractor shall have to make himself well informed about the financial status of GMIDC and also about funds availability status for this work.

2. Contractor shall not claim any amount in view of condition No. 1 above for any delay in payments, increase in period of contract, interest, price index increase etc. Measurements shall be recorded in the same month when works are carried out. Contractor shall not claim any price escalation based on basis of date of payment of the bill & price index on the date of measurement shall only be applicable irrespective of date of payment.

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

**61. Insurance Charges :**

As per Clause No 56 of Section VI Genral Conditions.

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

**62. Labour Welfare Cess :**

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

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

**64. Planning For Execution of Work**

The contractor must carry out the work in planned manner as directed by Engineer incharge.

**65. Stamp Duty**

As Applicable

**67. Interpretation Of Clauses**

If it is found that interpretation of any one or more clauses considered together are inter-opposite or vague, the decision of the engineer-incharge shall be final and binding to all.

**68. Handing Over the Work**

After completion of work the system is handed over the department with satisfactory irrigation through the system and defect liability period of the system for total One years after completion of work.

**69. Mode of Payment Of Excavation Quantities In Running & Final Bills**

Payment of work done under items of excavation in soft strata and hard strata will be made at 90% of the contract rate in R.A. Bills for all excavated quantities till the final designed cross section of components as decided by the Engineer in charge is reached. The component cross section as per design shall be deemed to have been reached only if no work remains to be executed between the two adjacent cross sections. 100% of payment at contract rate in R.A. Bill may be released only after the work of excavation is completed between two adjacent cross sections.

**70. No Cutting of Trees For The Purpose of Fuel Is Permitted**

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

**71. Field Visit and Geo-Tagging:-**

Contractor shall visit the site, Other important locations and ascertain the availability & sufficiency of material before quoting the offer. It is mandatory for the contractor or his authorized representative to visit the site and geo tag his visit at the predefined locations specified by Engineer-in-Charge or the key dates schedule.

The predefined locations for geo tagging are as follows :-

Locations	Latitude	Longitude
Location -1	20° 06' 35"N	76° 10' 22"E
Location -2	20° 13' 52"N	76° 12' 50"E
Location -3	20° 14' 56"N	76° 15' 54"E

Contractor

No. of Corrections

SDE

Executive Engineer

**Godavari Marathwada Irrigation Development Corporation**

The bidder shall upload the Geo Tagged photographs alongwith “FORM-3” in **Envelope No.1** if not uploaded bid will be treated as non-responsive and will not be evaluated.

**72.** The terms and conditions of the general note of CSR and Rate Analysis used for making the estimate shall be applicable to this contract.

**73. Submission of Bills**

The contractor shall be liable for submission of R.A. Bills of work done duly accompanied with work done certificate / NOC Proforma / Photographic record of the concerned work.

**74.** Reduction in rates of items of concrete.

**The rates of items of concrete are inclusive of batching plant and transit mixer. It self-loading mixer is used with prior approval of Superintending Engineer then the rate shall be reduced by 2% If conventional mixer is used with prior approval of Superintending Engineer then the rate shall be reduced by 5%.**

~~**75.** Rates of concrete is inclusive of SCADA, if contractors fails to provide SCADA system at site concrete rates will be reduced as per provision in CSR.~~

**76. Own arrangement for water, power, light and explosives :**

The Contractor will make his own arrangements for supply of water, light and power to his works and labour camps. The Contractor will also make his own arrangement for procurement of explosives (if required) and its license from competent authority. The department shall not be responsible for any delay in arranging power supply from Maharashtra State Electricity Board and explosive license etc. by the Contractor. No claim and time extension shall be entertained on these account. Contractor is laible to do work in three shift (morning ,afternoon, and night) to complete necessary work within schedule time along with necessary safety measure.

**77. No claim against idleness:**

The work of Rehabilitation of affected villages of Nandur Madhmeshwar Project is in final stage. Contractor should quote the rate accordingly and no claim of any nature due to idleness of men labour and machinery shall be entertained.

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

**Guidelines and directives from  
Directorate of Irrigation Research  
& Development (DIRD), Pune  
Water Resource Department**

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**Payment Milestone**

As per letter by Ministry of WRD Govt of Maharashtra dated 25/08/2022

Payment milestone is as follows

**First Year – 40%**

**Second Year – 25%**

**Third Year – 35%**

**Condition for Payment**

As per Government resolution No. CDA-2023/(223/23) Ministry of Works, Mumbai, 400032 dated 24th April, 2025, it is mandatory for each water user association to obtain at least 50% marks based on the evaluation conducted for the award and thereafter the final 25% payment shall be payable.

**Deliverables**

- This is an indicative list of deliverables to be undertaken over a period of 36 months (3 years) by the implementing agencies. The list may be modified in consultation with the concerned officers of the IDCs.

Sr. No	Deliverables	Timeline (Days) T0 = Work Order date
1.	Inception Report covering Annual Work Plan for the 01st year	T1 = T0 + 30
2.	Annual Work Plan	At the beginning of every year
3.	Baseline Survey Report with cadastral maps covering irrigation assets in the command area	T2 = T1 + 60
4.	Socio-Economic Survey Report of the command area	T3 = T2 + 60
5.	Gap Analysis Report based on the above Baseline Survey and Socio-Economic survey	T4 = T3 + 30
6.	Copies of Registration for WUA formation as per MMISF Act	T5 = T4 + 90
7.	Copies of relevant documents proclaiming constitution of Management Committees as per MMISF Act	

**Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>		
8.	Training Event Reports including trainings conducted for WUA MCs: Time-stamped photographs/ recordings of training events, Attendance sheets Feedback forms Training Materials/content Training Completion Certificate	T6 = T5 + 90
9.	Quarterly activity reports covering all events undertaken in the respective quarters and supporting Documentation	Every quarter
10.	Hand-holding training Reports including trainings conducted for WUA MCs, sub-committees & Sinchayee Saathi a. Time-stamped photographs of training events, b. Attendance sheets and c. Feedback forms d. Transfer of relevant documents like Annual plans, reports, maps, etc. to WUAs.	At the end of 2nd year of contract period
11.	Annual Evaluation Reports covering: a. Key learnings from the activities conducted in the year. b. Impact on the area irrigated, area productivity, water use efficiency, revenue, water distribution, handling administration & infrastructure etc. in the Command area in 2nd & 3rd year.	At the end of each year
12.	Project Closure Report with key challenges, learnings and mitigation measures, etc.	At the end of the project

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**Payment Milestones to be adopted by the IDCs.**

Sr. No	Deliverables	Coverage	Billable Fee (As % of Contract Value) *	Proposed timeline T0 : Issue of work order
<b>1<sup>st</sup> year of the contract</b>				
1	Inception Report covering Annual Work Plan	List of manpower to be deployed, work assignment area, Work Plan etc.	10 % post submission & approval of the Baseline Survey Report, Gap Analysis Report	T0 + 4 Months
2	Baseline Survey Report	Time-stamped photographs of field visits, Interview sessions or meetings, cadastral maps, etc.		
3	Socio-Economic Survey Report	Time-stamped photographs of field visits, Interview sessions or meetings, etc.		
4	Gap Analysis Report	Cadastral maps, data acquired from department, etc.		
5	WUA formation as per MMISF Act	Copies of Registration for WUA formation	10% post constitution of Management Committees (MCs) & approval of relevant documents proclaiming constitution of MCs	T0 + 9 Months
6	Constitution of Management Committees as per MMISF Act	Copies of relevant documents proclaiming constitution of Management Committees		
7	Training Event Reports including trainings conducted for WUA MCs along with quarterly activity report for each quarter	a. Time-stamped photographs of training events, b. Attendance sheets and c. Feedback forms	10% for last quarter in the 1 <sup>st</sup> year post approval of all relevant documents submitted.	T0 + 12 Months
8	Annual Performance Report (key learnings from the activities conducted during the year)		10 % post submission & approval of the Annual Evaluation Report (At the end of 1 <sup>st</sup> year)	T0+13 Months
<b>End of the 1st year</b>			<b>40%</b>	

Contractor

No. of Corrections

SDE

Executive Engineer

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

<b>2<sup>nd</sup> year onwards...</b>				
1	Annual Work Plan	List of manpower to be deployed, work assignment area, etc.	1.5 % every year at the beginning of year	T0+13 Months
2	Quarterly activity and Outcome Evaluation Reports	a. Time-stamped photographs of training events, b. Attendance sheets and c. Feedback forms	2.5 % for every quarter (10% in a year)	
3	Handholding of WUAs, Management Committees, sub committees, Sinchayee Saathi, etc.	a. Time-stamped photographs of training events, b. Attendance sheets and c. Feedback forms d. Transfer of relevant documents like Annual plans, reports, maps, etc. to WUAs	3.5% post approval of all relevant documents submitted. (At the end of 2 <sup>nd</sup> year of the contract)	T0+25 Months
4	Annual Performance Report		25 % every year at the end of 2 <sup>nd</sup> & 3 <sup>rd</sup> year. Payment to be released post submission & approval of the Annual Evaluation Report.	T0+25 months T0+37 Months
<b>End of the 2nd year</b>			<b>25%</b>	
<b>For 3<sup>rd</sup> year all deliverable will be same as mentioned above in 2<sup>nd</sup> year except Point No. 3 which will be over in 2<sup>nd</sup> year. The 3<sup>rd</sup> year also includes Project Closure Report at the end of the Contract Period.</b>				
5	Project Closure Report		3.5 % at the end of Contract period	T0+37 Months
<b>End of 3rd year</b>			<b>35%</b>	

Contractor

No. of Corrections

SDE

Executive Engineer

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**Scope of Work**

- **Broad Scope of Work**

The Implementation Agency shall be responsible for providing services described in this Section of the RFP in the area allotted by the Corporation. It should facilitate continued interaction among the WUAs and provide the feedback about their activities and operations to the Corporation.

The indicative broad scope of work covers digital mapping of villages, beneficiaries & all assets, formation of WUAs as per MMISF Act-2005, hand-holding of irrigation management to WUAs, capacity building, awareness programs, training and workshops on organization management, water allocation, irrigation management, agricultural practices, marketing and promotional activities for members of WUAs.

The Scope of Work is bifurcated in six modules and it is expected to be completed over 36 months (3 years). The indicative scope of work covers various activities like WUA & Management Committee formation, WUA administration & management, etc. are defined and prescribed in Maharashtra Management of Irrigation Systems by Farmers (MMISF) Act -2005. It is expected that the Implementation Agencies shall undertake all activities as per provisions & requirements mentioned in MMISF Act-2005.

- Under the proposed Scope of Work, the agency shall conduct specific responsibilities which are given below:

- 1) **Module-1: Creation of Cadastral maps (GIS) of all assets**

- Conduct field survey to capture data on the status of all assets and canal networks in the command area.
- Digital mapping of data captured on assets and canal network under the jurisdiction of WUAs to create cadastral maps in GIS format covering village boundaries, WUAs, farmers and current status of soil survey, crop pattern & status, Well survey, irrigation networks and facilities, beneficiaries, etc.
- Preparation of a detailed socio-economic study of the command area and remedial measures for the advancement of the communities.
- Coordinate and compare captured data on beneficiaries, villages, WUAs, existing structures, etc. with the revenue department. If found any discrepancies within the data, the Implementation Agency shall report it to the authorities immediately.

**Contractor****No. of Corrections****SDE****Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

2) Module-2: Formation, Coordination and Management of WUAs as described in MMISF Act-2005

- Provide awareness to land owners and farmers on the necessity of forming WUA.
- Mobilization of farmers and conduct planned meetings, awareness programs and excursions to areas where PIM is implemented. Share success stories with farmers to motivate them to form and constitute WUAs in their command areas.
- Formation and constitution of new WUAs (where, 51% of irrigators are brought together to form an association and form a managing committee through elections) as per the MMISF Act-2005.
- Support formation of Management Committee and conduct elections of WUA through a participatory process as per the MMISF Act-2005.
- Undertake election to constitute a Management Committee to supervise management activities of WUAs. This includes preparation of electoral rolls, publications, invitation of objections, and finalization of electoral rolls as per the MMISF Act-2005.
- In case of an existing registered WUAs, federate them to a higher tier level (Project Level and Canal Level) and support in positioning of the Management Committees of the different level WUAs as per the MMISF Act-2005.
- Provide trainings to members of Management Committee of WUAs in the implementation of institutional and irrigation management.
- Support and mentor WUA and Management Committee in the implementation of management and ad-hoc activities.
- Organize meetings with members of WUAs and proper recording the proceedings of the meetings as per the MMISF Act-2005.
- Formation of sub-committees within WUAs and support functioning of sub committees as per the MMISF Act-2005.
- Encourage participation of vulnerable groups in WUA activities.
- Preparation of necessary documents i.e. registration, elections, briefings and submission for the approval of the concerned officers of Corporation
- Agencies shall identify village-level youths; train them to understand community needs, scope of the project, etc. and deploy at least 1 village-level youth as a field coordinator (Sinchayee Saathi) for one village. These trained youths shall work with members of WUAs in their village and eventually shall become an active member of WUAs.

**Contractor****No. of Corrections****SDE****Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

- Trained youths or Sinchayee Saathi shall be involved as a field coordinator in the project and shall coordinate with Jal Sevaks and Jal Nayaks at village-level.

**3) Module-3: Hand-holding WUAs for Irrigation Management**

- Provide literature and hand holding training on equitable water distribution and irrigation management to WUAs
- Hand-holding training to members of sub committees on water distribution, their roles & responsibilities, account and records keeping etc.
- Hand-holding support for Warabandhi, annual water budget, water use charges, water charges collection, etc.
- Hand-holding training & support to village level youths (Sinchayee Saathi) to become a permanent member of WUAs and coordinate various water management issues with WUA members, IDCs, Jal Sevaks and Jal Nayaks.
- Transfer & submission of relevant documents like Annual plans, reports, maps, etc. to WUAs.

**4) Module-4: Undertaking Participatory Irrigation Management (PIM) activities**

- Create awareness regarding promotion of micro irrigation, sprinklers, solar drip irrigation, etc.
- Encourage participation of farmers in micro-irrigation scheme and related irrigation schemes of the government.
- Facilitate issuance of water entitlements to WUAs by the Corporation .Provide training on the operation & maintenance of the canal network, water distribution, Water cess, handling infrastructure, etc.
- Conduct Command Area Development activities like pilots and extension of better management practices and low-cost technologies through collaborations with Public, Private & Civil Society partnerships.
- Identify highest paying market actors or private partners and establish market and institutional linkages with FPOs, small and large-size consumers.

**5) Module-5: Promotion, Awareness and Capacity Building of Water Users Associations**

- Provide trainings to members of a managing committee of a WUA after its formation. Identify champions within each WUA & provide training to these identified champions.

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

- Preparation of an annual work plan, budget estimates, Gender Action Plan, etc.
  - Preparation of operational plans, financial plans, opening and updating relevant bank accounts, registers and records as per the MMISF Act-2005.
  - Resolution of disputes among members at different community level activities.
  - Organize, coordinate and support exposure visits and marketing surveys for exposure visits to agricultural institutions.
  - Strengthen linkage between farmers and agricultural organization through exposure visits to understand agricultural activities and latest technologies, etc.
  - Create awareness amongst farmers regarding various departmental schemes and services available for them.
  - Convergence with various departmental schemes to enhance the impact of the organization.
  - Coordination with various departments Agriculture Development, Rural Development, Water Supply and Sanitation, Corporation, etc.
  - Register all members of WUA for various SMS services and government portals for availing various benefits.
  - Create awareness amongst farmers on group maintenance & accessing services (machinery, farm pond, etc.).
  - Map actors in irrigation and agriculture sector and establish open forum for them to exchange new ideas and information on the market.
  - Create awareness on climate change issues and mechanisms to address/minimize climate change impacts.
- 6) Module-6: Institutionalizing Gender Mainstreaming in Agriculture and Water Sector
- Undertake a specific study on women participation and role in PIM system and conduct programs to promote women participation in the institutional management of WUAs, irrigation management and agriculture.
  - Preparation of Gender Action Plan for members of WUA and support implementation of Gender Action Plan in WUA
  - Encourage women participation & adequate representation in the process of elections.
  - Encourage women participation in funds management, dispute resolution, knowledge management and adoption of innovative technologies.
  - Develop work plan on capacity building initiatives, exposure visits on agricultural technologies through SHGs.

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

- Disseminate information on agricultural produces, water management, agro-based services, market trends, promotional activities to women members.

Duration of the Work Assignment/s given by Corporation: The duration of the work assignments is expected to be around 36 months (3 years) from the date of signing an agreement with respective Corporation Under this empanelment.

---

### **Manpower Deployment**

Provision, deployment and supervision of manpower is required for the Implementation Agencies. The Implementation Agency shall be responsible for:

- Provision of manpower possessing the qualifications prescribed in the RFP and as per the requirements of the Corporation;
- Training of the manpower to carry-out activities and responsibilities specified in the scope of work;
- Payment of salaries and benefits to the manpower;
- Meeting all statutory obligations arising out of engaging the manpower;
- Meeting all the liabilities arising out of the acts of the manpower

During the contract, if it becomes necessary to replace any of the Key Personnel, the Implementation Agency shall forthwith with due approval from the Corporation, provide as a replacement, a person of equivalent or better qualifications and experience than the resource being replaced / or proposed in the proposal.

- The Implementation Agency shall carry out an evaluation of the performance of each member of the Personnel in connection with the Services at least once in each Contract Year. The Implementation Agency shall consider the feedbacks provided by the Corporation on the performance of the personnel and is responsible to conduct due-diligence and bring changes in the performance of the personnel.
- In case the resource has resigned, then the Implementation Agency must inform Corporation within two weeks of such resignation. The Implementation Agency shall promptly initiate a search for a replacement to ensure that the role of any member of the Personnel is not vacant for any longer than 15 days, subject to reasonable extensions as approved by the Corporation
- The team proposed in the proposal should be on the rolls of the Implementation Agencies at the time of submission of the proposal.

**Contractor****No. of Corrections****SDE****Executive Engineer**

**Godavari Marathwada Irrigation Development Corporation**

For any gency muschange of the resource or any resource being proposed for services, the Implementation At submit the CV of the resource, at least 2 weeks in advance for Corporation to decide on the replacement.

**Roles & responsibilities of the Implementation Agencies**

The Implementation Agency is responsible for an effective functioning of WUAs at all levels and make them operational and sustainable in a long run.

- Conduct field visit and interact with beneficiaries to understand their challenges & requirements for preparation of the Inception Report and Annual Work Plan.
- Facilitate continued interaction among the WUAs and provide the feedback about their activities and operations to the Corporation
- Maintain regular coordination with the concerned officers of Corporation to update Corporation's data with the current captured data on all assets.
- Conduct a detailed socio-economic study of the command area and remedial measures for the advancement of the communities.
- Mobilize farmers for WUA formation, elections, trainings, awareness programs, etc.
- Facilitate trainings and awareness programs as per the suggestive list of deliverables and the agreed work plan for capacity building of beneficiaries.
- Provide experts in the field of water and agriculture sector and facilitate interactions between these experts and members of WUAs in awareness and training programs.
- Manage venue and video display for trainings and vehicles for exposure visits of farmers.
- Create and distribute manuals, brochures, leaflets and other workshop materials to beneficiaries.

**Godavari Marathwada Irrigation Development Corporation**

- Procure relevant PIM policy videos, circulars, government resolutions, policy posters, pamphlets etc. from the Corporation for the distribution.
- Facilitate annual review meetings for interactions between Corporation and members of managing committee of WUA
  - Prepare quarterly reports based on the activities conducted as per the agreed work plan and submit these reports to the concerned officers of Corporation with feedback forms, attendance sheet, photographs of the programs, etc.
- Maintain all relevant records including minutes of the meetings, periodic data, electoral plans, registration papers, execution plans, quarterly reports, etc. during the contract period
- Conduct continuous monitoring of all activities, operations and performance to achieve the intended outcomes of the project.
- Supervise the overall management of the project during the contract period.

**Godavari Marathwada Irrigation Development Corporation**

**The Annual Performance Report should include the following activities:**

Sr. No	Expected Outputs of the work assignment/s	Expected Outcomes of the work assignment/s	Billable Fee (As % of Contract Value) * (10 % of total contract value)						
1	Record keeping for WUA members as per MMISF Act-2005	<p>Increase in area under irrigation. Consider, Area under irrigation shall increase as following.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Y0</th> <th style="text-align: center;">Y2</th> <th style="text-align: center;">Y3</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">x</td> <td style="text-align: center;">Y=X+1 0% *(X)</td> <td style="text-align: center;">Z=Y+1 0 %*(Y)</td> </tr> </tbody> </table> <p>For Example: If the area under irrigation is 70% (baseline), then the implementing agency shall increase the area under irrigation by 10% of the baseline (=77%) in the second year. At the end of third year, the implementing agency shall increase the area under irrigation by 10% of 77% (=84%).</p> <p>Note: The Implementing Agencies are required to calculate the status of area irrigated at the start of the project and highlight it in the Inception report. Their observations in the Inception Report should be in agreement and approved by the concerned officers of the Corporation.</p> <p>Please note the realistic increase in the area under irrigation to be achieved in the 2nd and 3rd year by the implementing agency shall be assessed and defined by the Corporations and these realistic and achievable figures shall be indicated in the contract agreement with the selected agency.</p>	Y0	Y2	Y3	x	Y=X+1 0% *(X)	Z=Y+1 0 %*(Y)	5 % post submission of copies of Irrigation log book
Y0	Y2	Y3							
x	Y=X+1 0% *(X)	Z=Y+1 0 %*(Y)							

Contractor

No. of Corrections

SDE

Executive Engineer

**Godavari Marathwada Irrigation Development Corporation**

2	Management Committee (MC) Training & Annual MC Meetings as per MMISF Act- 2005	<p>Increase in Annual Revenue through recovery of water tariffs. Recovery should be as below:</p> <table border="1" data-bbox="568 304 1131 472"> <thead> <tr> <th>Y0</th> <th>Y2</th> <th>Y3</th> <th></th> </tr> </thead> <tbody> <tr> <td>X</td> <td>Y=X+1 0% *(X)</td> <td>Z=Y+1 0% *(Y)</td> <td></td> </tr> </tbody> </table> <p>For Example: If the recovery rate of water charges is 80%, then the implementing agency shall increase the recovery by 10% of 80%= 88%. At the end of third year, the implementing agencies shall increase the recovery by 10% of 88%=96%. Note: The Implementing agencies are required to calculate the status of collection of water charges (recovery rate) in the command area and highlight it in the Inception report.Their observations should be in agreement and approved by the concerned officers of the Corporation.</p> <p>Please note the realistic recovery rates to be achieved in the 2nd and 3rd year by the implementing agency shall be assessed and defined by the Corporations and these achievable recovery rates shall be indicated in the contract agreement with the selected agency.</p>	Y0	Y2	Y3		X	Y=X+1 0% *(X)	Z=Y+1 0% *(Y)		5% post submission of copies of Water Charges recovery register
Y0	Y2	Y3									
X	Y=X+1 0% *(X)	Z=Y+1 0% *(Y)									
3	Annual General bBody Meetings as per MMISF Act- 2005	Proceedings of Annual General Body Meetings									

<b>Godavari Marathwada Irrigation Development Corporation</b>			
4.	Annual Crop Planning, Water Budgeting, Annual Work Plan, Financial estimates & Operational Plans	3 % post submission of copies of relevant plans	
5.	Irrigation log-book along with register of area irrigated	2 % post submission of copies of relevant documents	
6.	Annual Audit, Water Accounts & Inquiry Reports as per MMISF Act-2005	2 % post submission of copies of relevant reports	
7.	Water charges Recovery register	2 % post submission of copies of relevant documents	

Payments against all invoices will be made after satisfactory completion of deliverables and approval of the concerned authority in respective Corporations. Field visit or inspection can be undertaken by the authorized officers of Corporations at any point of time. Any discrepancy found in the reports submitted to the Corporation, necessary measures will be taken in this regard by Corporation.

### **Payment Terms**

CBAs request for payment shall be made in writing, accompanied by an invoice describing, as appropriate, performance delivered along with necessary reports/documents.

Payments shall be made by the Corporation after submission of a valid invoice by the CBA

If any additional copies of invoices and deliverables are requested, the same should be provided to the Corporation.

All the payments shall be made only in INR.

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

<b>Godavari Marathwada Irrigation Development Corporation</b>
---

**Ceiling on cumulative Hectare coverage for Empanelled Agencies**

CBA's may take up single or multiple work assignments within the empanelment period, depending on the category of empanelment, capabilities reflected on past work orders of the agency and as per the field requirements of that Corporation.

The **ceiling on the cumulative Hectare coverage across multiple work assignments** under this empanelment is as follows:

Category	Ceiling under this RFP Empanelment (Hectares)
A	25000
B	12000

**The ceiling in terms of agencies with single or multiple work orders shall be permitted to execute the work in 36 months (3 years). No agency shall be awarded work assignment/s beyond the ceiling area under the empanelment.**

**Contractor**

**No. of Corrections**

**SDE**

**Executive Engineer**

## Godavari Marathwada Irrigation Development Corporation

142

### महाराष्ट्र शासन

क्रमांक: काअ/माव्यवप्रवि-२०२०/तांत्रिक (RFP)/०३/२०२०

जलसंपदा विभाग  
मादाम कामा मार्ग  
हुतात्मा राजगुरु चौक  
मंत्रालय, मुंबई 32  
दिनांक: 02/०२/२०२१

अधीक्षक अभियंता तथा संचालक,  
पाटबंधारे संशोधन व विकास संचालनालय,  
पुणे

**विषय :** पाणी वापर संस्थांचे बळकटीकरण करण्यासाठी सल्लागार नेमणेबाबत

Request for Proposal (RFP) for empanelment of agencies for carrying out capacity building & institutional strengthening of WUA for 60 months

**संदर्भ :** अधीक्षक अभियंता तथा संचालक, पाटबंधारे संशोधन व विकास संचालनालय, पुणे यांचे पत्र क्र. पासविस/सिचन कक्ष/तांशा-८/आरएफपी/१, दि. ०१/०१/२०२१

उपरोक्त विषयांन्वये संदर्भीय पत्राच्या अनुषंगाने ५१ अभिकरण प्रस्तावांचे मूल्यांकन व वर्गवारी यांचा तुलनात्मक तक्ता यासह प्राप्त झाले आहेत. सदर मूल्यांकनानुसार Category A वर्गवारीमधील 14 व Category B वर्गवारीमधील 7 अभिकरणांना मान्यता देण्यात येत आहे.

#### Qualified Agencies in Category A (14 No.)

Sr. No.	Name of Agency
	Qualified in Category A
1	<b>Adrash Saraswati Mahila Siksha And Gramin Vikas Samiti</b> Plot No.05,HH Colony, Bambor Road, Dist.Tonk, State Rajasthan
2	<b>Ambuja Cement Foundation (ACF)</b> 5th Floor, Elegant Business Park,MIDC Cross Road, Off Andheri-Kurla Road,Andher(E), Mumbai-400059
3	<b>Development Support Center (DSC)</b> Marutinadan Villa, Nr. Govt.Tubewell, Bopal,Ahmedabad-380058, Gujarat,India
4	<b>Karnalnayan Jarnalal Bajaj Foundation</b> Gopuri, Sathoda Road, Opp. Chetana Vikas Farm, Parvati Nagari, Wardha-442001

Contractor

No. of Corrections

SDE

Executive Engineer

### Godavari Marathwada Irrigation Development Corporation

143

Sr. No.	Name of Agency
5	<b>Krushi Vikas Va Gramin Prashikshan Sanstha</b> Aadarsh Nagar, Buldana Road, Malkapur, Dist Buldana
6	<b>Primove Infrastructure Development Consultants Pvt. Ltd</b> C3, 304B, Saudamini Complex, Right Bhusari Colony, Paud Road, Kothrud, Pune-411 038
7	<b>Pruthvisangram Gramvikas Sanstha</b> At./post-Kadepur, Tal. Kadegaon, Dist. Sangli 415305
8	<b>Sadbhavana Gramin Vikas Sanstha</b> Sane Guruji Nagar, Bachelor Road, Opp.Saibaba Temple, Near Arvi Naka, Wardha
9	<b>SAI PREM GRAMIN VIKAS SANSTHA</b> 1st Floor, B-3, Gulmarg Society, Pan Card Club Road, Baner, Pune
10	<b>Shri.Manvel Bardeskar Education Society</b> Bardeskar Edu. Complex, Near S.T.Stand, Gargoti, Tal-Bhudargad, Dist-Kolhapur
11	<b>Society for Empowerment of Villages and Agriculture (SEVA)</b> 3rd Floor, Shrijay Apartment, Kadam Bag, Old RTO Chowk, Sadar Bazar, Satara-415001
12	<b>Shri.Vilas Bansilalji Kotecha</b> B1, Patang Plaza, Phase 3, Trimurti Chowk, Pune.
13	<b>WAPCOS Limited</b> 406, Orion Business Park, Ghodbunder Rd, Kapurbawdi, Thane West, Maharashtra 400607
14	<b>Yuva Mitra</b> Mitrangan Campus, Ghoti Sinnar Highway, Harsule Shivar, A/P-Lonarwadi, Tal-Sinnar, Dist-Nashik

#### Qualified Agencies in Category B (7 No.)

Sr. No.	Name of Agency
1	<b>Annapurna Sewabhavi Sanstha</b> A/P- Chikhali, Tal-Karad Dist-Satara
2	<b>Gram Vikas Sanstha</b> Gram Vikas Bhavan, BH-1/28, Thakare Nagar, N-2, Cidco, Aurangabad

Contractor

No. of Corrections

SDE

Executive Engineer

**Godavari Marathwada Irrigation Development Corporation**

Sr. No.	Name of Agency
3	Dnyansadhana Shikshan Sanstha C/o- Suchitra Bhide, B-202, Tivoli Pan Card Club Road, Baner, Pune
4	Rasthya Yuva Sayam Rojagar Vikas Santha Omsai, H.No. 1151, Laxmi Narayan Nagar, Khedshi, Ratnagiri 41 5639
5	<b>SANJEEVANI BAHU UDDESHYIY GRAM VIKAS SANSTHA</b> A/P. Insuli, Tal-Sawantwadi, Dist-Sindhudurg
6	<b>SHRI CHATRAPATI PARYAVARAN VA SHETI VIKAS PRATISHTAN</b> 199, Ground Floor, New B.J. Market, Jalgaon -425001
7	<b>Somling Gram Vikas Mandal</b> A/P. Gunjegaon Block, Mangalwedha, Tal- Mangalwedha, Dist-Solapur

(र. ग. परात)

उपसचिव, जलसंपदा विभाग

प्रत :

१. अप्पर मुख्य सचिव (जलसंपदा विभाग) / सचिव (लाक्षेवि), / सचिव (प्र.स.) जलसंपदा विभाग
२. सर्व कार्यकारी संचालक, पाटबंधारे विकास महामंडळ (पुणे/ठाणे/जळगांव/नागापुर/औरंगाबाद)
३. सर्व मुख्य अभियंता व सह सचिव, जलसंपदा विभाग
४. सर्व मुख्य अभियंता, जलसंपदा विभाग
५. सर्व अधीक्षक अभियंता व उप सचिव, जलसंपदा विभाग
६. सर्व अधीक्षक अभियंता, जलसंपदा विभाग
७. कार्यासन लाक्षेवि (कामे), सग्रहार्थ

Contractor

No. of Corrections

SDE

Executive Engineer



महाराष्ट्र शासन  
जलसंपदा विभाग, नवीन प्रशासकीय भवन, १० वा मजला,  
मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,  
मंत्रालय, मुंबई ४०००३२.

Email: docadw.wrd@maharashtra.gov.in

क्र.संकीर्ण-२०२२/प्र.क्र.०१/लाक्षेवि (कामे)

दिनांक :- २५ ऑगस्ट, २०२२

प्रति,

- १) कार्यकारी संचालक, विदर्भ पाटबंधारे विकास महामंडळ, नागपूर
- २) कार्यकारी संचालक, महाराष्ट्र कृष्णा खोरे विकास महामंडळ, पुणे
- ३) कार्यकारी संचालक, तापी पाटबंधारे विकास महामंडळ, जळगाव
- ४) कार्यकारी संचालक, गोदावरी मराठवाडा पाटबंधारे विकास महामंडळ, औरंगाबाद
- ५) कार्यकारी संचालक, कोकण पाटबंधारे विकास महामंडळ, ठाणे

विषय: - पाणी वापर संस्थांचे बळकटीकरण करण्यासाठी नेमलेल्या सल्लागारांना उद्भवणाऱ्या समस्यांबाबत..

- संदर्भ:- १) शासनाचे समक्रमांकाचे दि.२७.०५.२०२२ चे पत्र व दि.२७.०७.२०२२ चे स्मरणपत्र  
२) अधीक्षक अभियंता व संचालक, पाटबंधारे संशोधन व विकास संचालनालय, पुणे यांचे पत्र, जा.क्र./पासंविस्/सिचनकक्ष/तांशा-८/२४३८/२०२२, दि.२६.०७.२०२२

विषयांकीत प्रकरणी शासनाच्या संदर्भ क्र. १ येथील दि.२७.०५.२०२२ च्या पत्रान्वये आणि दि.२७.०७.२०२२ च्या स्मरणपत्रान्वये पाणी वापर संस्थांचे बळकटीकरण करण्यासाठी नेमण्यात आलेल्या २१ अभिकरणे (गट अ-१४ अभिकरणे व गट ब-०७ अभिकरणे) यांना उद्भवणाऱ्या समस्यांबाबत, संबंधित सर्व २१ अभिकरणांशी चर्चा करून याबाबत अहवाल स्वयंस्पष्ट अभिप्रायासह शासनास सादर करण्याबाबत अधीक्षक अभियंता व संचालक, पाटबंधारे संशोधन व विकास संचालनालय, पुणे यांना कळविण्यात आलेले होते.

२. अधीक्षक अभियंता व संचालक, पाटबंधारे संशोधन व विकास संचालनालय, पुणे यांच्याकडून त्यांच्या दि.२६.०७.२०२२ च्या पत्रान्वये, शासनास अहवाल प्राप्त झालेला आहे. या अहवालाच्या अनुषंगाने शासनस्तरावरून खालील तक्त्यात दर्शविल्याप्रमाणे अंतीम निर्णय घेण्यात येत आहे. तरी त्यानुसार सर्व महामंडळांनी पुढील आवश्यक कार्यवाही करावी.

## Godavari Marathwada Irrigation Development Corporation

146

अ.क्र.	बाब	शासनाचा अंतीम निर्णय
१.	Ceiling on Cumulative coverage under empanelment RFP (गट-अ साठी २५००० हेक्टर व गट-ब साठी ८००० हेक्टर)	गट-अ साठी २५००० हे. क्षेत्र इतकी मर्यादा कायम ठेवण्यात येत असून गट ब साठी यापूर्वी ठरविण्यात आलेल्या ८००० हे. क्षेत्राऐवजी १२००० हे. इतकी क्षेत्र मर्यादा वाढविण्यात येत आहे.
२.	Payment Milestone मध्ये बदल करणे.	Payment Milestone मध्ये खालीलप्रमाणे बदल करण्यात येत आहे. प्रथम वर्षी ४० टक्के, द्वितीय वर्षी २५ टक्के, तृतीय वर्षी ३५ टक्के याप्रमाणे देयके अदा करण्यास मान्यता देण्यात येत आहे.
३.	सामायिक दरसूची समिती, पुणे यांनी पत्र क्र. जा.क्र./कुसिमं/प्रशा-१/३६४९/सन २०२२, दि.०४.०४.२०२२ अन्वये शिफारस केलेले रु.१३६८ प्रति हेक्टर व केंद्रशासनाच्या दि.१२.०१.२०१७ च्या मार्गदर्शक सूचनांमध्ये दिलेले दर याचा तुलनात्मक अभ्यास करून सविस्तर विश्लेषणात्मक अभिप्राय देणे.	सामायिक दरसूची समिती, पुणे यांनी पत्र क्र. जा.क्र./कुसिमं/प्रशा-१/३६४९/सन २०२२, दि.०४.०४.२०२२ अन्वये (प्रत सोबत) शिफारस केलेले रु.१३६८ प्रति हेक्टर काढताना प्रत्येक बाबीत उदा. Capacity Building Resources for Coordination communication and management, mobilization formation and election of WUA, development and printing of social economy study, gap analysis report या बाबींकरिता धरलेली गृहितके निरनिराळी असू शकतात त्यामुळे सदर दर काढण्यासाठी मागविण्यात आलेल्या दरांमध्ये बरीच तफावत दिसून येत आहे. सबब, क्षेत्रीय कार्यालयाने संबंधित क्षेत्राची भौगोलिक, सामाजिक व आर्थिक परिस्थिती, पाणीवापर संस्थांचे सक्षमीकरण या बाबींचा विचार करून सामायिक दरसूची समिती, पुणे यांनी शिफारस केल्याप्रमाणे किमान रु.१३६८/- आणि केंद्र शासनाच्या दि.१२.०१.२०१७ च्या मार्गदर्शक सूचनांमध्ये दिलेल्या प्रतीहेक्टर दरापेक्षा जास्त नसावा.

  
(शिला जंगम)

कार्यासन अधिकारी, महाराष्ट्र शासन

प्रत आवश्यक त्या कार्यवाहीसाठी,

- १) अधीक्षक अभियंता व संचालक, पाटबंधारे संशोधन व विकास संचालनालय, पुणे
- २) कार्यकारी अभियंता, माहिती व्यवस्थापन व प्रशिक्षण विभाग, मंत्रालय, मुंबई-३२