



YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT
ADMINISTRATION
Raj Bhavan Complex, Baner Road, Pune 411 007.
Phone No. (020) 25608229 / 25608408

E-TENDER PAPER
B1- TENDER DOCUMENT

***Name of Work: E-TENDERS IS INVITED FOR THE SUPPLY,
INSTALLATION, TESTING & COMMISSIONING OF 1.5 TR & 2.0 TR
5 STAR INVERTER SPLIT AC's AT MDC & DAC, YASHADA, PUNE***

INDEX

Sr. No.	Particulars	From page	To page
1)	Tender Notice	3	3
2)	Tendering Procedure & Instructions to the Bidders /Bidders for the online submission of the bids on mahatenders.gov.in through NIC Portal.	4	5
3)	Scope of work	5	8
4)	Criteria for Evaluation of Bid	9	10
5)	EMD, Security deposit, Performance Bid Security	11	12
6)	Details of documents required In Technical Envelope (Envelope no1)	22	22
7)	All Annexure and other forms	23	35
8)	B-1 Agreement	36	38
9)	Condition of contract	42	68
10)	General Condition of Contract.	69	78
11)	Additional Condition of Contract.	79	80
12)	List of Approved Materials	81	81
13)	Schedule 'B' (Attached separately)	-	-

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Online Item-rate tenders (e-Tenders) in "B-1" form for the following works are invited by **Executive Engineer, YASHADA Pune**; from the eligible Bidders as mentioned in column No .7 Name of Work, Estimated Cost, Earnest Money, Security Deposit, Time Limit for completion etc. are asunder:

Name of work	Estimated Cost Rs.	(Online) Earnest money Rs.	Security deposit Rs.	Time limit for completion of work	(Online) Tender cost Rs.	Eligibility of Bidder
1	2	3	4	5	6	7
Supply, Installation, Testing & Commissioning of 1.5 TR & 2.0 TR 5 Star Inverter Split Ac's at MDC & DAC, YASHADA, Pune	-	75,000/-	4%	60 Day	1180/- (Non-Refundable)	1) Bidders should have OEM or valid authorized dealer/ Distributorship for Air Conditioning Units & bidders should be experience of similar type work. as per mention technical envelope - 1 (Details eligibility criteria in page no.22)

Time Schedule

Sr. No	Description	Data & Time
1	Date of bid Publishing	01/01/2024 @ 9.30 AM
2	Tender Submission Period and last date of submission	01/01/2024 @ 9.30 AM TO 15/01/2024 @ 03.00 PM
3	Pre-bid Meeting place & date, time	05/01/2024 @ 03.00 PM at YASHADA
3	Date & time of opening of Tender	16/01/2024 @ 03.00 PM Executive Engineer, YASHADA, Pune; Raj Bhavan Complex, Baner Road, Pune 411 007. Phone No. (020) 25608229 / 25608408

1. This e-Tender Notice Published web site www.mahatenders.gov.in
2. Blank tender forms are available for downloading on <http://www.mahatenders.gov.in> And also on www.yashada.org (for view only)
3. Cost of Bid to be borne by bidder.

Executive Engineer, YASHADA, Pune;

1 E-Tendering Procedure and Instructions to the Bidders or Bidders for the -submission of the bids online through mahatenders.gov.in

- 1.1 Tender Form, conditions of contract, Specifications can be downloaded from e -Tendering Portal of Government of Maharashtra i.e. <http://www.mashatenders.gov.in> after entering the details of payment toward Tender Fees as per the Tender Schedule / tender notice.
- 1.2 Tender fees and EMD should be paid online. The fee of tender document will be non-refundable.
- 1.3 Further information regarding the work can be obtained from the Office of Executive Engineer, YASHADA, Pune;
- 1.4 The tender submitted by the tenderer shall be based on clarification, additional facility issued (if any) by the YASHADA, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
- 1.5 All tenderers are cautioned that the tenders containing any deviation, from the tender terms and conditions, specifications or other requirements, and conditional tenders will be rejected as non-responsive.
- 1.6 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 1.7 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 consideration the corrigendum published before submitting the bids online.
- 1.8 The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- 1.9 The bidder must submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 1.10 After the bid submission, the bid summary must be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 1.11 Bidder should scan & upload all required papers and documents for technical evaluation, in proper sequence as mentioned in Technical Offer

(Envelope No.1). If any of the required papers / certificates as specified in the Tender are not included, the offer will be disqualified without providing any clarification in this regard and envelope No.2 shall not be opened.

1.12 Envelope No.2 should be uploaded online and should contain duly filled in and complete offer taking into consideration all terms and conditions mentioned in the Tender Document.

1.13 The Director general YASHADA Pune reserves the right to reject any or all tenders without giving any reason at any stage.

1.14 If any assistance is required for e- tendering (upload/download), please contact Customer Support (022-27560149) for any technical related queries please call 24 X 7 helpdesk No. 0120-4711508 / 4001002 / 4001005 / 6277787.

2. Scope of Work

2.1. Scope of Work for Installation work

2.1.1 The Bidder shall carry out and complete the Replacement of existing old Split ACs with S/I/T/C of new AC's at Yashada in every respect in accordance with this Tender & Contract and as per the directions of and to the satisfaction of the Engineer in Charge Yashada. The Engineer in Charge Yashada with approval of Yashada issue further written instructions, detailed directions and explanations.

2.1.2 Warranty shall be for a period of One year i.e One years of defect liability period

2.1.3 The supply of Single phase with earthing connections from mains to Indoor / Outdoor units will be provided by Yashada on site as per wiring and MCB specifications provided by Bidder with approval from OEM. All other wiring for Indoor units but not restricted to it will be provided by Bidder.

2.1.4 The Bidder scope of work covers supply, installation, testing and commissioning of 5 Star Inverter Split ac's at MDC (Sampada & Sanwad) & DAC (Durva-1 & 2, Jubilee) YASHADA, Pune as specified locations in Annexure-6 & Schedule-B attached to the Tender Document

2.2 SCOPE OF WORK for CMC (If Continued)

2.2.1 Comprehensive Maintenance will be for a period of Nine years (4 + 5 year) that is - One year defect liability period and then if CMC is also

awarded then further Nine years of Comprehensive Maintenance Contract from the date of Defect Liability Period and covers normal use of equipment under user recommended environmental conditions.

2.2.2 The supply of Single-Phase connections from mains to Outdoor units will be provided by Yashada on site as per wiring and MCB specifications provided by Bidder with approval from OEM. All other wiring for Indoor units but not restricted to it will be provided by Bidder

A. Scope of work for Comprehensive maintenance contract for Split Inclusion:

1. Quarterly servicing of the AC systems.
2. Quarterly checking system for leaks & rectifying if required.
3. Quarterly checking operations of all controls.
4. Cleaning of condenser coil every quarter to ensure best efficiency & low power consumption.
5. Replacement of Electrical components (like Running , Starting capacitor& Relay) & repairing of Fan Motor (indoor & outdoor), if required
6. Repairs / replacement of compressor and PCB as required
7. Topping up of refrigerant (gas) if required.
8. Replacement required due to weather condition.
9. Replacement of Condenser Coil & Evaporator Coil -if required to be replace with gas charging.
10. Any kind of major repair/ overhauling including replacement of sheet metal parts, front panel /grill/ PCB (remote)handset/plastic parts/ PCB Controller/ outer wrapper/ casing and painting of any kind and powder coating.
11. Repairs to, or replacement of water piping, valves, makeup water and expansion tanks, Insulation, ducting, all types of dampers, grills, diffusers, false ceiling hepa / micro filters.
12. Repairs to, or replacement of, indoor /outdoor motor, drain pump.
13. The warranty as well as responsibility of cost of CMC is to be taken from OEM. Bidder must attach undertaking from OEM for the approval of the same.
14. CMC as per OEM standards if those standards are better than the standards mentioned above.

APPROACH TO SERVICE

Preventive Maintenance

Refrigeration System Servicing (Quarterly)

- 1) Check for oil traces if any.
- 2) Check suction & discharge pressure.
- 3) Checking refrigerant control operations for safety settings.
- 4) Condenser coils will be cleaned with water jet spray.

Electrical System Servicing (Quarterly)

- 1) Check all contacts & clean if required.
- 2) Check wiring terminals for loose contact.
- 3) Check operations of microprocessor.

Air Side System Servicing (Quarterly/Yearly)

- 1) Air filter will be removed & cleaned with water.
- 2) Condenser will be cleaned with water pressure (through Jet pump on Yearly).
- 3) Condenser coil will be cleaned chemically through chemical spray & flushed with water if required. Preventive maintenance as a routine will be carried out on weekends. (Friday evening to Monday morning) or as on availability

Other Terms & Conditions: -

1. AC Technician must report to repair call on site, on the same day or on the next day for troubleshooting.
2. The above Works & services shall be done to the satisfaction of Engineer-In-Charge / Competent authority of YASHADA. All work shall be done to the satisfaction of Engineer In charge.
3. In case of change in scope, for payment purpose, increase/decrease in machines shall be calculated on pro-rata basis, and accordingly addition/reduction in claim shall be paid regarding work related to Part-C as per Schedule-B.
4. Sufficient quantity of all kinds of spare parts and material needed to repair all machineries shown in Schedule-B should be kept in storage in advance so that the services should not be hampered. Machineries cannot be taken out of

Yashada campus due to any internal repair or for any reason without permission of office / authority.

5. Reduction / Increase in Items: - Items mentioned in Schedule-B may increase or decrease by 50 % of total no. of equipment's /machineries on unit basis mentioned in Schedule-B at tendered rate.

6. For payment purpose, increase/decrease in machines shall be calculated on pro-rata basis, and accordingly addition/reduction in claim shall be paid regarding work related as per Schedule-B.

7. **RISK PURCHASE**: If Agency fails to complete the work within time limit, uncompleted/ balance work shall be carried out by third party at risk and cost of Agency, with penalty charges as mentioned below with prior notice by Yashada. Such amount shall be debited from the Agency's bill / due amount.

8. **Service Level Agreement (SLA) & PENALTY**

(1) In case agency fails or neglect to put equipment / machinery in proper working conditions and order within the stipulated period of 24 hours or period decided by Engineer In charge/HoD Estate (on case basis), Agency shall be liable to penalty at the following rates per day.

(a) Rs. 500/- per AC

3. **Location:**

The Works are to be carried out at "Yashwantrao Chavan Academy of Development Administration" at Baner Road, Pune 411007. **(as per Annexure -6)**

3.1 **Force Majeure:**

When an extraordinary event or circumstance beyond the control of the parties such as a war, strike, riot, crime, or an event described by the legal term "act of God" (such as flooding, earthquake, or volcanic eruption), which prevents one or both parties from fulfilling their contractual obligations under the contract The party affected by force majeure shall be excused from such performance and such non-performance or delay-in--performance will not make the party liable to the other party. The party which is not able to perform or takes more time in completing the task shall notify the other party of the reasons for non-performance or for the delay and its estimated duration as promptly and as reasonably possible. In such situations the decision of "Director General YASHADA" will be final & binding on both the parties.

4. Submission Of Tender: -

Bidder shall submit tender in prescribed time schedule given in the notification and follow the instructions as per clause no 5 given below in

5. Opening Of Tenders:

5.1 On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

ENVELOPE No. 1:- (Technical offer)

Envelope No. 1 shall be opened first. The tender will be opened online to verify its contents as per YASHADA requirements. If the documents contained in this envelope 1 meet the requirements of the YASHADA and are found complete and valid in all respects as per tender conditions and qualified in technical evaluation shall be considered for opening Envelop 2.

ENVELOPE No. 2: (Financial Bid)

This envelope shall be opened online after opening and scrutinizing of Envelope No. 1, only if contents of Envelope No. 1 are found to be acceptable to the Department. The tendered rates in Schedule 'B' or Item rates of opening of Envelope No. 2. (Commercial Bid) Financial Bid (Envelope-2) shall contain Signed tender document.

5.2 The Second envelope shall contain the following documents.

5.2.1 The tenderer should quote and upload his offer through only bidding process in the form of Bill of Quantity in terms of Item rates. He should not quote his offer anywhere directly or indirectly in Envelop No.1. The Bidder shall quote for the work as per details given in the main tender and based on the detailed common set of conditions issued / additional stipulations made by the department as informed to him by a letter from the Executive Engineer after Pre-Tender conference.

5.2.2 The Director General, YASHADA, Pune, reserves the right to reject any or all tenders without giving any reasons at any stage.

6. Acceptances Of Tender:

Acceptance of tenders will rest with the Office of the **Director General YASHADA, Pune;** who reserves the right to reject any or all tenders

without assigning any reason therefore. The tenderer whose tender is accepted will have to enter into a regular B -1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the YASHADA and the offer of the tenderer shall be considered as withdrawn by him.

6.1 Criteria for evaluation of AC instruments: The commercial bid of technically qualified bidders shall be opened and evaluated as explained below:

Cost evaluation for the supply of AC instruments (not for other items like stand and dismantling) will be based on adjusting Actual Cost with cost benefit accruing out of Energy Efficiency. The Cost adjusted for Energy Efficiency (CoEE) will be the parameter for evaluation of the cost quoted by the bidders and for the purpose of deciding L-1.

Formula : This formula based evaluation is applicable only for schedule – B1 for 1.5 TR split AC (minimum ISEER Value 5.4). For schedule – B2 for 2 TR split AC criteria for evaluation of L1 is based on quoted rates only (minimum ISEER Value 5.0).

CoEE= bid price for a single unit - [(ISEER value of AC offered - Minimum ISEER value) x cost saving for 10 years per 1 better ISEER value for the tonnage chosen].

Cost saving for 10 years per 1 better ISEER value for 1.5 ton: Rs. 12,246/-

6.2 Criteria for evaluation of the overall bid :

The bid will be evaluated separately for schedule B-1 & B-2. (respectively For 1.5 TR and 2 TR separately). For evaluation of bid for schedule B-1, the total amount will be Part A+ Part B + Part C under schedule B-1 will be considered.

For schedule B-1 Part – A, it will be cost at column 10 arrived as per para 6.1 of tender and for Part - B & Part – C, it will be as per Quoted cost. However, immediate payments will be made as per the Quoted price of Part - A at column 9 + Part - B.

CMC prices will be considered while taking up CMC i.e. after 1 year warranty. CMC Pro-rata amount is payable on completion every quarter of satisfactory maintenance.

For evaluation of bid for schedule B-2, the total amount of L1 shall be

decided on quoted rate basis, not formula basis. i.e Total Amount of Part A+ Part B + Part C under schedule B-2. Evaluation of schedule B-1 and B-2 will be done separately (for 1.5 TR & 2 TR) as described above and L-1 shall be decided separately for schedule B-1 and schedule B-2. In other words, there can be two separate successful bidder for 1.5 TR and 2 TR.

6.3 If L1 bidder is not able to provide the AC's as per the technical specifications due to any reasons appropriate penalty actions shall be taken for the same. And in that case L2 bidder shall be considered, in this case no approval of tender committee needed.

6.4 The successful bidder will have to sign the original copy of the tender papers according to which the work is to be carried out. Such a bidder shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labour and materials and that he has quoted his amount with consideration to all these factors.

7. Earnest Money Deposit.

EMD should be paid through online payment mode only. Earnest money in the form of cheque or D.D. will not be accepted. The amount of earnest money of unsuccessful Bidder will be refunded online after AOC (Award of Contract) or cancellation of tender. In case of the successful Bidder, EMD will be refunded after paying the non-interest-bearing security deposit and completing the tender agreement. If successful Bidder does not pay the security deposit in the prescribed time limit and not complete the agreement within stipulated period, earnest money deposit will be forfeited to YASHADA & will not be refunded. Also, Director General, YASHADA reserves right to initiate appropriate action in such cases.

8. Security Deposit:

The successful bidder shall have to pay 50% of the security deposit in approved security form (preferably in the form of National Saving Certificate) or in the form of Bank Guarantee (in the form as prescribed by Government as per Annexure - 10) from any Schedule Bank having branches

in Maharashtra and balance Security Deposit will be recoverable through the bills at the percentage as shown in item (s) of the Memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the Bidder.

The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere, Fifty percent of the security deposit will have to be deposited within time limit as prescribed in clause-1 of B-1 form agreement and the remaining fifty percent will be recovered from the Running Bills at the rate of 2%. Amount of total security deposit to be paid shall be 2 % of the cost of work. This is a compulsory deduction.

9. Additional (Performance) Security Deposit: -

Condition for payment Additional Performance Security Deposit, if offer quoted by the tenderer is lesser than 1% below at the cost of put to tender. If the rate quoted by the Bidder in the Tender is more than 10%, with respect to the amount put to tender, then proper justification shall be given to the satisfaction of Tender Calling Authority, along with detailed work planning assuring quality adhering to specifications mentioned in the Tender and completion within the time period allowed for the work. If the rates quoted by Bidder in the Tender are below with respect to the amount put to tender, the bidder will have to provide additional deposit in the form of Demand Draft / BG towards Performance Security as per instructions from authority during tender process:

2. (i) If the offer is below the estimate amount up to 10% below, then the amount of the additional performance Security Deposit shall be of the value of 1% of the cost put to tender.

(For example: If the rates quoted is 8% below, then the amount of Additional Performance Security Deposit should be 1% of the cost put to tender.

(ii) If the offer is below the estimate amount up to 15% below, then the amount of Additional Performance Security Deposit is 1% + (the % exceeding of the amount put to tender.)

(For example: If the rate quoted 15% below than the, amount of Additional Performance Security Deposit should be $[1\% + (15\% - 10\%) = 6\%]$ of the amount put to tender.

B) If quoted rate is below 15% then the of Additional Performance

Security will be $[6\%+(quoted\ rate-15\%) \times 2]=\%$ of the amount put to the tender. For example: If quoted rate is 19% below the Additional Performance Security will be $[6\%+(19\%-15\%) \times 2]=14\%$. Additional Performance Security can be submitted in the form of Demand Draft /BG

1) The period of **Demand Draft /BG** shall be for the entire time period of after expiry of DLP of work.

Original Demand Draft / BG shall be submitted in the sealed envelope mentioning the Name of Work and Tender Notice Number, to the Office of The Executive Engineer, YASHADA, Pune office within 8 days after opening of envelope no.2

2) Demand Draft shall have Bank's MICR and IFSC code clearly mentioned it.

3) In case of shortfalls in compliance of procedure of **Demand Draft /BG** for (Additional Performance security deposit or wrong submission of **Demand Draft /BG** or any other lacunas, the same will be returned to the Bidder & bidder will be disqualified from tender process without any correspondence thereof.

4) **If L-1(Lowest) Bidder fails to submit Additional Performance Security Deposit within stipulated time then work may be awarded to L.2 bidder if L.2 bidder is ready to negotiate its rate at par with L.1 bidder for execution of work. L-2 bidder will then also have to submit the Additional Performance Security of the required amount as per above condition.**

5) In the above procedure if it comes to notice that any **Demand Draft /BG** is fake / invalid, the EMD will be forfeited and Bidder shall be black listed for 2 years for which Director General, YASHADA is fully empowered.

6) If Additional Performance Security in the submitted in the form of **Demand Draft /BG** then Work Order will be issued only after realization of Demand Draft.

7) The Performance Security will be returned after satisfactory completion of work. (These Provisions shall be governed as per the provisions in Govt. Resolution)

10. Tender Document:

Blank tenders forms are available for uploading on the website <http://mahaetenders.gov.in> and also on www.yashada.org (for view only)

11. Time Limit:

The work is to be completed within time limit of 60 days from the date of work order

12. Tender Rate:

No alteration in the form of tender, schedule of tender and the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

13. Tender Units:

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

14. Correction:

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

15. Power Of Attorney:

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

16. The tenderer may, in the forwarding letter, mention any points are may wish to make clear but the right is reserved to reject the same or the whole of the tender if the same becomes conditional tender thereby.

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

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

19. All pages of tender documents, conditions, specifications, correction

slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.

20. The Income Tax at 2.00 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from Bill amount.

21. GST

(Goods and service Tax) Act. 2017 have 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 subsumed within the GST include central and State GST, Excise duty, , Purchase tax etc. As per the circular of finance department, Government of Maharashtra Circular (Finance Department): GST-1017/ C.R.81/. Karadhan-1, dated- 19th August, 2017.Sr. No.

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 deduct tax at source (TDS) at the rate of 1% each for SGST and CGST from the payment made to the deductee. Thus total value of deduction would be 2%. However the prevailing Govt resolution about GST will supersede this Clause or any other Clause related with GST given in this Tender document.

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

22.The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

23.Value of stamp paper for agreement is as per Government rules applicable at the time of agreement.

24. Validity Period:

The offer shall remain open for acceptance for minimum period of **60 days** from the Date of opening of Envelope No. 2 (Financial Bid) and thereafter

until it is withdrawn by the Bidder by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

25. Hard Copy Submission :

1. The Bidder shall seal the Bid in separate envelopes marking as technical envelope and financial envelope and then putting these two envelopes (called as inner envelopes) inside one outer envelope and submit it in the office within 72 hours of submission of bid. In case of any ambiguity or any problem with e -tender opening/downloading the hard copy will be opened. Hard Copy submitted at **Executive Engineer, YASHADA, Pune; Raj Bhavan Complex, Baner Road, Pune 411007. Phone No. (020) 25608229 / 25608408** Technical Bid (Envelope-1) shall contain all documents as mentioned on page No.18.

2. Financial Bid (Envelope-2) shall contain:

2.1 Signed tender document.

Number

[Insert Specification Number of the package)

YASHADA values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Bidders .

In order to achieve these goals, YASHADA and the above named Bidder enter into this agreement which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of YASHADA

- (1) YASHADA commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of YASHADA, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him / herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) YASHADA will during the tender process treat all Bidder(s) with equity and fairness. YASHADA will in, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) YASHADA will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/ Agencies participating in the Bidding/Tendering process.
- (2) If Director General, YASHADA, Pune obtains information on the conduct of any employee of YASHADA which is a criminal offence under the relevant Anti- Corruption Laws of India, or if there be a substantive suspicion in this regard, he will initiate disciplinary action.

Section II - Commitments of the Bidder

- (1) The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles.

(Signature) _
(For & On behalf of YASHADA)

(Signature) _
(For & On behalf of Bidder / Partner(s) of
Joint Venture)

During his participation in the tender process and during the contract execution:

- a) The Bidder will not, directly or through any other person or firm, offer, promise or give to YASHADA, or to any of YASHADA's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- b) The Bidder will not enter into any illegal agreement or understanding, whether formal or informal, with other Bidders. This applies into particular prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by YASHADA as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d) The Bidder will, when presenting his bid, disclose all payments he has made, or committed to or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract and/ or with the execution of the contract.
- e) The Bidder will not misrepresent facts or furnish false/forged documents/ information's to influence the bidding process or the execution of the contract to the detriment of YASHADA.
- f) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(Signature) _
(For & On behalf of YASHADA)

(Signature) _
(For & On behalf of Bidder/ Partner(s) of
joint Venture)

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section-II or in any other form such as to put his reliability or credibility as Bidder into question, YASHADA may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder has committed a serious transgression through a violation of Section-II such as to put his reliability or credibility into question, YASHADA may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, YASHADA may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If YASHADA has disqualified the Bidder from the tender process prior to the award under Section III, YASHADA may forfeit the Bid Guarantee under the Bid.
- (2) If YASHADA has terminated the contract under Section III, YASHADA may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V - Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(Signature) _
(For & On behalf of YASHADA)

(Signature) _
(For & On behalf of Bidder/ Partner(s) of
Joint Venture)

- (2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders

- (1) YASHADA will enter into agreements with identical conditions as this one with all Bidders.
- (2) YASHADA will disqualify from the tender process any bidder who does not sign this Pact or violates its provisions.

Section VII - Punitive Action against violating Bidders.

- (1) If YASHADA obtains knowledge of conduct of a Bidder or of an employee or a representative or an associate of a Bidder which constitutes corruption, or if YASHADA has substantive suspicion in this regard, Director General, YASHADA will initiate appropriate action.

(*) Section VIII - Independent External Monitor / Monitors

- (1) YASHADA has appointed a panel of Independent External Monitors (IEMs) for agreement.
- (2) The Bidder(s) accepts that the IEM has the right to access without restriction all documentation of YASHADA related to this contract including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.
- (3) YASHADA will provide the IEM information as sought by him which could have an impact on the contractual relations between YASHADA and the Bidder related to this contract.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the establishment of PUBLIC WORKS DEPARTMENT. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM # in respect of the violation of this

agreement, shall not be relied on, or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/ differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in Section IFB / BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement on their original intentions.

(Signature)
(For & On behalf of YASHADA)

(Signature) -
(For & On behalf of Bidder/
Partner(s) of Joint Venture)

(Office Seal)

(Office Seal)

Name
Designation
Witness -1
(Name and Address)

Name
Designation
Witness -1
(Name and Address)

Witness -2
(Name and Address)

Witness -2
(Name and Address)

Envelope -1 (Technical Bid)
Details of documents required In Technical Bid

Sr. No	The first envelope clearly marked as Envelop No.1 shall contain the following documents: Forwarding letter clearly indicating the documents attached in sequence with page no shall be attached	Documentary proof page no From -
1)	Proof regarding submission of tender fee and EMD, online challan copies need to be uploaded.	
2)	Certificate of registration as AC manufacturers /Authorized Dealers or Distributors or Bidders for Air Conditioning units, as applicable. (Bidder should submit certificate of Authorization from OEM)	
3)	Certificate of registration of GST.	
4)	Certificate of registration of PAN/TAN Number.	
5)	Turnover certificate from CA (Chartered Accountant) for any of the three financial years out of the last five financial years (2018-19, 2019-2020, 2020-2021, 2021-22 and 2022-23) showing minimum turnover not less than Rupees Rs.50 Lakhs in respect of Air Conditioning units supply and/or installation business, As per Annexure-1 (No Balance Sheet should be uploaded). along with UDIN number	
6)	Self-Declaration regarding not being Blacklisted as per Annexure -2	
7)	Self-Declaration regarding acceptance of terms & conditions of contract as per Annexure -3	
8)	Personal & Bank details of Bidder as per Annexure-4	
9)	Undertaking for actual site visit (Annexure- 5) as per location of AC's in Annexure -6	
10)	Details of works tendered for and works in hand as on the date of submission of the tender as per Annexure 7 (Work order copy for works in hand must be attached)	
11)	Experience certificate / Work Completion Certificate of Supply, installation, testing, commissioning and maintenance work of related to Air Conditioning units installation business in last immediate previous 3 (three) years out of 5 years. (Specific work completion certificate /experience certificate shall be produced with the work order.)	
12)	Details of works of similar type & magnitude carried out by the Tenderer in last three years as per Annexure -8 (work order copy for works in hand must be attached)	
13)	Details of Technical Personnel on the role of the Bidder who will be exclusively spared for this work as per - Annexure -9	
14)	Bidder must submit BEE certification for ISSER value.	
15)	Scanned copy of Declaration of Bidder (Prescribed form attached)	

Note:

1. The bidders should upload all above documents. Only technically qualified tenders Price Bid will be opened. Any Bidder if mentions any financial rates in Technical Documents shall be disqualified.
2. Bidder shall put page No. on all pages of the documents and then scan and upload the same in same sequence as mentioned in the above chart.
3. Bidder must submit above-mentioned documents in Technical Envelope. Omission to attach any document /documents may make bid liable for rejection and the financial bid of those bidders shall not be opened. Bids shall also be rejected if the documents required to be submitted in technical Envelop (Envelope No.I) not submitted in the order given above or if submitted in haphazard manner.

Annexure – 1

(To be scanned and uploaded in technical Envelope)

(Printed on letter head of Chartered Accountant)

Turnover Certificate

Name of the Company/Firm/Agency :

Address of the Company/Firm/Agency :

This is to certify that I have verified the annual turnover of the Company/firm/Agency named above for business related to S/I/T/C of AC's and maintenance work and it is as mentioned below; and that it is correct.

Sr. No.	Description	Financial Year 2018-19 Rs. (both, in figures and words)	Financial Year 2019-20 Rs. (both, in figures and words)	Financial Year 2020-21 Rs. (both, in figures and words)	Financial Year 2021-22 Rs. (both, in figures and words)	Financial Year 2022-23 Rs. (both, in figures and words)
1.	Annual Turnover in respect of Supply, Installation, Testing, Commissioning and maintenance of Air Conditioning Installation & Maintenance work					

Place :-

Date :-

UDIN No. :-

**Name, Address, Signature and Seal of the
Chartered Accountant**

Annexure-2

(To be scanned and uploaded in technical Envelope)
(Printed on letterhead of firm/ company)
Self-Declaration regarding not being blacklisted

I Shri / Smt. ----- Proprietor/Director/Authorized signatory of the
Company/ firm/ Agency M/s.----- ,
hereby declare that we are not black-listed by any Central/State Government/Public Sector
Undertaking or any other organization for business related to S/I/T/C of AC's and
maintenance work in India.

We are not involved in any litigation that may have an impact on the execution of
contract or may compromise the delivery of service as required under this tender.

There is no Judicial case pending in court of law against this Company/ firm/ Agency in
the last 3 years.

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Annexure-3

(To be scanned and uploaded in technical Envelope)
(Printed on letterhead of firm/ company)

SELF DECLARATION

6.1. Declaration as regards acceptance of terms and conditions of contract

1. I Shri. /Smt. -----Proprietor / Director /
authorized signatory of the Company/Firm/Agency M/s -----
-----am competent to sign this declaration and execute this
tender document.
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.
3. The information/documents furnished along with the tender are true and authentic to the
best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of
any false information / fabricated document would lead to rejection of my tender at any
stage, besides the liabilities towards prosecution under appropriate law.

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation

Address:

Seal

Annexure-4

(To be scanned and uploaded in technical Envelope)

Personal & Bank Details for RTGS

All columns are mandatory

Sr .No.	Personal Detail	
1.	Name Of The Competent Person & Agency	
2.	Address Of The Agency	
3.	Contact Details	1) Landline No. : 2) Mobile No.: 3) e-mail Id :
5.	PAN No.	
6.	GST No. –	
Bank Details –		
1.	Name Of The Agency For RTGS	
2.	Name Of The Bank	
3.	City Of the Bank	
4.	Account No	
5.	Account Type	
6.	Branch Code	
7.	Address Of the Branch	
8.	IFSC Code	
9.	MICR No.	

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address:

Seal

ANNEXURE 5
(On letter head of Bidder)

To,
The Director General,
YASHADA, Pune
Baner Road, Pune-411007

Date -

Subject – Confirmation of Survey and Site visit of Air Conditioning of MDC (Sampada) and DAC Building, Yashada

Respected Sir,

We, _____, with registered address at

_____ would like to bid for the project of Air Conditioning of Sampada Building, Yashada. Our engineer has inspected the site on Date - _____. We have understood the scope and accessibility available for the project. We will bid responsibly for the project.

Thank You
Yours sincerely

Name & Company Seal –
Designation –
Phone No –
Date of Visit –
Mail.id –

Representative of Yashada
Name-
Date -

Annexure - 6

Location wise List for Installation of AC's					
Sr. No	Capacity (Ton)	Installation Location	Type	Work Status	Quantity Required
1	1.5 Ton Split AC	Sampada (front side and back side top floor)	Split	Dismantling and new Installation	56
		Sampada (syndicate 4 & 5)	Split	Dismantling and new Installation	4
		Sanwad (Green room)	Split	Dismantling and new Installation	1
		Sanwad MDC 7	Split	Dismantling and new Installation	2
		DAC classroom - 4	Split	Dismantling and new Installation	3
		DAC classroom – 3A	Split	Dismantling and new Installation	1
		DAC classroom – 5	Split	Dismantling and new Installation	2
		DAC classroom – 8	Split	Dismantling and new Installation	2
		DAC classroom – 9	Split	Dismantling and new Installation	2
				Total	73
1	2 Ton Split AC	Admin (DG office and Board room)	Split	Dismantling and new Installation	7
				Total	07

Annexure -7

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

Sr N o.	Name Of Work	Place	Works In Hand			Works tendered for			Remarks
			Tender ed Cost	Cost of Tenderi ng Work	Anticipat eddate of Completi on	Estimat ed Cost	Date When Decision is expected	Stipulate d Date or Period of Comple tion	
1	2	3	4	5	6	7	8	9	10
SPECIMEN FORM									

Note : copies of work done certificate or work order copy should be attached in support of above statement.

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Annexure No.8

DETAILS OF WORKS OF SIMILAR TYPE & MAGNITUDE CARRIED OUT BY THE TENDERER IN LAST 3 YEARS

Sr. No.	Name Of Works	Cost Of Work	Date Of Starting	Stipulated Date of Completion	Actual Date of Completion	Remarks
1	2	3	4	5	6	7
<div style="border: 2px solid black; padding: 10px; display: inline-block;"> SPECIMEN FORM </div>						

(Signature of Authorized Person)

Place: _____ Name _____

Date : _____ Designation _____

Address: _____

Seal _____

Annexure No-9

Details of Technical Personnel available with the Tenderer on the roll of the Bidder for this work.

Sr. No.	Name Of Person	Qualificati on	Whether working in field or in office	Experienc e of execution of similar work	Period for which the person is working with tenderer	Remarks	Name Of Person						
1	2	3	4	5	6	7	8						
<table border="1" style="margin: auto;"> <tr> <td align="center" colspan="3">SPECIMEN FORM</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>								SPECIMEN FORM					
SPECIMEN FORM													

(Signature of Authorized Person)	
Place: _____	Name _____
Date : _____	Designation _____
	Address: _____
	Seal _____

Annexure - 10 : Bank Guarantee

६.१० परिशिष्ट- १०

निविदा पूर्णत्वासाठीचा बँक हमी नमुना

(परिच्छेद ४.६ पहावा)

To,

Director General

Yashwantrao Chavan Academy Of

Development Administration (Yashada)

Raj Bhavan Complex, Baner Road, Armament Colony,

Ganeshkhind, Baner Rd,

Pune, Maharashtra 411007

Phone No: - 020 2560 8408/8229

Web site: <http://www.yashada.org>

Dear Sir.

Whereas you intent to enter into a contract, as per your Letter of Intent, Reference No. _____ dated _____ (Hereinafter referred to as "the contract") with M/s _____ as vendor for the supply of _____ defined in contracts schedule, (hereinafter referred to as "the goods/services") and whereas the vendor has undertaken to produce a performance cum warranty bond for amount of Rs. _____ being equal to ___% of the total contract value of the goods / services to be delivered as specified contract No _____ dated _____ referred to as "contract to secure its obligations to the beneficiary with respect to the goods specified in the invoice.

1. We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Seller that in the event that the beneficiary submits a written demand to us stating that the Seller has nor performed according to the terms and conditions of the contract, we will pay you on demand and without demur any sum up to a maximum amount of (5% of the contract value). Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand. For the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of the guarantee be increased.

4. Unless a demand under this guarantee is received by us in writing on or before the expiry date(unless this guarantee is extended by the seller), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

5. This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Seller.

6. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.

7. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us.

8. This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.

9. This guarantee shall be governed by Indian Law. This guarantee is valid until the mention date_____

Signature and Seal of Guarantors

Date :-

Address :-

DECLARATION OF BIDDER

Name Of Work : E-Tenders Is Invited For The Supply, Installation, Testing & Commissioning of 1.5 TR & 2.0 TR 5 Star Inverter Split Ac's at MDC & DAC, YASHADA, Pune

I/We hereby declare that I/We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I /We have base my/our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I/We undertake to use only the best materials approved by Executive Engineer or his duly authorized assistant during execution of the work and to abide by the decisions.

Signature of Bidder

MANUFACTURER'S AUTHORIZATION FORM

To:
Director General
YASHADA,
Pune

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of **Name Of Work : E-Tenders Is Invited For The Supply, Installation, Testing & Commissioning of 1.5 TR & 2.0 TR 5 Star Inverter Split Ac's at MDC & DAC, YASHADA, Pune At Yashwantrao Chavan Academy Of Development Administration (YASHADA), Raj Bhavan Complex, Baner Road, Pune** having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

We also authorize the bidder to quote for CMC and CMC service provide by the bidder. Bidder shall provide all the OEM's warranty we also to agree to supply necessary spare parts to ensure proper execution of CMC.

[signature and office seal for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent authority to bind the Manufacturer.

FORM B-1

Item Rate Tender and Contract For Supply, Installation, Testing & Commissioning of 1.5 TR & 2.0 TR 5 Star Split Inverter Ac's at MDC & DAC, YASHADA, Pune

General rules and Directions for the Guidance to Bidders.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender passed on a board hung up in the office of the Executive Engineer and signed by the **Executive Engineer, YASHADA Pune**. This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues and ground rents will be granted. 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 Bidders at the office of the **Executive Engineer, YASHADA Pune** during office hours. Where the works are proposed to be executed according to the specifications recommended by a Bidder and approved by a competent authority on behalf of the Governor of Maharashtra such specifications with designs and drawings shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and 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.

2 (A) (i) The Bidder shall pay along with the tender the sum of Rs. 1,00,000/- (Refundable) as and by way of earnest money.

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

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

- (iv) In the event of his tender not being accepted, the amount of earnest money deposited by the Bidder shall, unless it is prior thereto forfeited under the provisions of subclause (iii) above, be refunded to him on his passing receipt therefore.
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 Bidders are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what Item rates specified in schedule 'B' (Memorandum showing Items of work to be carried out) he is willing to undertake the work. Only one Item rates shall be quoted. Tenders which propose any alteration in the works specified in the said form of invitation of tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort; will be liable to rejection. No printed form of tender shall include a tender for more than one work but if Bidder who wish to tender two or more works, they shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Officer competent to accept the tenders shall have the right to reject all or any of the tenders.
6. No receipt for any payment alleged to have been made by a Bidder regarding any matter relating to this Tender or the Contract shall be valid and binding on YASHADA unless it is signed by the Executive Engineer.
7. The memorandum of work to be tendered for and the Schedule of Materials to be supplied by the Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intended tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.
8. All works shall be measured next by standard measure and according to the rules and customs of the Department and without reference to any local custom.
9. Under no circumstances shall any Bidder be entitled to claim enhanced rates for items in this contract.
10. All corrections and additions or pasted slips should be initialed.
11. The measurements of work will be taken according to the usual methods in use in the department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in the Department will be final.
12. Details of works tendered for and **works in hand** as on the date of submission of

the tender as per **Annexure 7** (Work order copy for works in hand must be attached)

13. The Bidder shall furnish the information regarding the works completed Details of similar type and magnitude carried out by Bidder in the form at Annexure-**8**

14. Every Bidder should furnish along with tender statement showing previous experience and Technical Staff employed by him, in the form of **Annexure -9**

15. Successful Bidder will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of Contract Labour (Regulation & Abolition Act, 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to YASHADA.(Reference Government of Maharashtra, Irrigation and Power Department 's letter No. LAB/1076/1181/ (666E-17) dated 8/9/1976).

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

(a) If several sub-works are included they

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 206 and 207 of the M. P. W. Manual. (PWD Letter no:

CAT2017/C.No-8/Building-2
dt:19/09/2017)

(d) This deposit shall be in accordance with paras 213 and 214 of the M. P. W.

Manual. (PWD Letter no:

CAT2017/C.No-8/Building-2
dt:19/09/2017)

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent

according to the requirement of the case where security deposit is taken see note 1 to clause

1 of conditions of contract.

TENDER FOR WORKS

1. I / We hereby tender for the execution, for the Governor of Maharashtra (here in before and here in after referred to as Government) of the work specified in the underwritten memorandum within the time specified in such memorandum at Item Rate the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and Instructions In writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work are provided by the Government, such materials and the rate to be paid for them shall be as provided in Schedule 'A' hereto.

MEMORANDUM

[a] General Description :

Name of work: The Supply, Installation, Testing & Commissioning of 1.5 TR & 2.0 TR 5 Star Inverter Split Ac's at MDC & DAC, YASHADA, Pune
Earnest Money - Rs. 1,00,000/- (Refundable)

[b] Security Deposit

i) BG (not less than the 2% of the Accepted Tender Cost amount of earnest money)

ii) To be deducted from 2% of the Accepted Tender Cost current bills.

(e) Percentage, if any to be deducted from bills so as to make up the

total amount required as security 4% by the time, half the work, as measured by the cost, is done.

(f) Give Schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from the date of written order is **60 Days**

I/We agree that the offer shall remain open for acceptance for a minimum period of **120 Days** from the date fixed for opening the same and thereafter until it is withdrawn by me /us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the YASHADA office no. ----- and date -----
----- in respect to the sum of Rs.
-----in words -----

----- in the name of **Executive Engineer, YASHADA, Pune** Representing the earnest money is herewith forwarded. The amount of earnest money shall- not bear interest and shall be liable to be forfeited to the YASHADA.

1. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Govt. a true copy of which is enclosed herewith, should any occasion for forfeiture of earnest money or this work arise due to failure on my/our part to

(i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign & complete the contract documents & furnish to security deposit as specified in item (d) of the Memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of annexed General Conditions of contract the amount payable by me /us may at the option of Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond & in the event of any other moneys which are due or payable to me/us by the Government under any other contract or transaction any whatsoever or otherwise.

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

* Amount to be specified in words & figures

earnest money (a) the full value of which is to be absolutely forfeited to Govt. should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause I (A) of the said conditions, otherwise the said sum of 4% of the Accepted Tender Cost shall be refunded.

* Strike out (a) if no cash security deposit is to be taken.

Signature of Bidder **Bidder** :
before submission of tender

Address :

Dated : The ----- Day of ----- 20---

\$ Signature of witness

to Bidder's Signature. **(Witness)** : -----

Address : -----

(Occupation) : -----

The above tender is hereby accepted by me for an on behalf of the Director General, YASHADA.

Executive Engineer, YASHADA, Pune

*Signature of the Dated -----Day of -----20 Officer by whom accepted.

CONDITIONS OF CONTRACT

<p>Clause1: Security Deposit (PWDResolution No. CAT/1087/CR-94 Bldg.2dt 14-6-89) & PWD Circular No: CAT2017/C.No- 8/Building- 2 dt: 19/09/2017 and 29.01.2019</p>	<p>The person/persons whose tender may be accepted (hereinafter called the Bidder, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, assigns) shall (A) within 10 day(which may be extended by the Executive Engineer concerned up to 15 days if Executive Engineer thinks fit to do so) of thereceipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer or Govt. securities endorsed to the Executive Engineer, (if deposited for more than12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) (Permit Govt. at the time of making any payment to him for work done underthe contract deduct such as will amount to * 2 percent of all money so payable such -deductions to be held by Govt.by way of security deposit) Provided always that in the event of the Bidder depositing a lump: sum by way of security deposit as contemplated at (A) above then and in such case, if the sum so deposited shall not amount to 1 percent of the totalestimated cost of work, it shall be lawful for Govt. at the time of making any payment to the Bidder for work done under contract to make up the full amount of percent bydeducting a sufficient sum 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 Bidder to Govt. 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 there from, or from anysums which may be due or may become due by Govt .to the Bidder under any other contract or transaction of any nature on any account whatsoever and in the event of hissecurity deposit being reduced by reason of any such deduction or sale as aforesaid, the Bidder shall within ten days thereafter, make good in DD/BG or Govt. securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of hissecurity deposit or any part thereof. The security deposit referred to when paid in DD/BG may, at the cost of the depositor be converted into interest bearing securities</p>
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	<p>provided that the depositors has expressly desired this in writing. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid then tender/contract already accepted shall be considered as cancelled and legal steps taken against the Bidder for recovery of the amounts. The amount of security deposit lodged by the Bidder shall be refunded after defect liability period. If the defect liability period is more than 12 months, the 90% amount of security deposit shall be refunded after 12 Months and 10 % amount can be realized against /DD/BG. The 10% amount shall be refunded after defect liability period. Note: * This will be the same percentage as that in the tender at (e)</p>
<p>Clause 2 : Compensation for delay</p>	<p>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Bidder and shall be reckoned from the date on which the order to commence work is given to the Bidder. The work shall through the stipulated period of the contract proceeded with, all due diligence (time being deemed to be of the essence of the contract on the part of the Bidder) and the Bidder shall pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer (Whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the Bidder for every day that the work remains uncompleted, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the Bidder shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.</p> <p>1/4 of the work in 1/4 of the time 1/2 of the work in 1/2 of the time 3/4 of the work in 3/4 of the time</p> <p>Full work will be completed in full time i.e. in 60 Days of the time including monsoon period.</p> <p>* Note - The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the propose by the officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the programme of detailed progress laid down by the Executive Engineer. The following proportion will usually be found suitable In 1/4, 1/2, 3/4 of the time Reasonable progress of earth work. 1/6, 1/2, 3/4 of the total value of the work to be done. Reasonable progress</p>

	<p>of masonry work. 1/10, 4/10, 8/10 of the total value of the work to be done.</p> <p>In the event of the Bidder failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete 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 of the work as shown in the tender. Director General, YASHADA should be the final authority in this respect, irrespective of the fact that the tender is accepted by Executive Engineer of YASHADA</p>
<p>Clause 3 : Action when whole of security deposit is forfeited</p>	<p>In any case in which under any clause of this contract the Bidder shall have tendered himself liable to pay compensation amounting to the whole of his security deposit whether paid one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the Bidder or any other cause: the Executive Engineer on behalf of the YASHADA shall have power to adopt any of the following courses, as he may deem best suited to the interest of YASHADA.</p> <p>(a) To rescind the contract (for which recession notice in writing to the Bidder under the hand of Executive Engineer shall be conclusive evidence) and in that case the Security deposit of the Bidder shall stand forfeited and be absolutely at the disposal of Yashada.</p> <p>(b) To carry out the work or any part of the work departmentally debiting the Bidder with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work - charged establishment employed for getting the unexecuted part of the work complete 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 Bidder under the terms of this contract. The certificate of the Executive Engineer as to the cost and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Bidder</p> <p>(c) To order that the work of the Bidder be measured up and to take such part there of as shall be unexecuted out of his</p>

	<p>hands, and to give it to another Bidder 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 Bidder and the value of the work done or executed through the new Bidder shall be credited to the Bidder in all respects and in the same manner and at the same rates as if it had been carried out by the Bidder under the terms of this 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 Bidder and as to the value of the work so done shall be final and conclusive against the Bidder. In case the contract shall be rescinded under clause (a) above the Bidder shall not be entitled to recover or be paid, any sum for any work there for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of 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 in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new Bidder and other allied expenses exceeding the value of such work credited to the Bidders the amount of excess shall be deducted from any money due to the Bidders by Govt. Under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the Bidder shall have no claim against Govt. even if the certified value of the work done departmentally or through a new Bidder exceeds the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b), (c) is adopted the Executive Engineer, the Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract</p>
<p>Clause 4: Action when the progress of any particular portion of</p>	<p>If Progress of any particular portion of the work is unsatisfactory the Executive Engineer shall notwithstanding that the general progress of the work is in accordance</p>

<p>work is unsatisfactory</p>	<p>with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the Bidder 10 days notice in writing. The Bidder will have no claim for compensation, for any loss sustained by him owing to such action.</p>
<p>Clause 5: Bidder remains liable to pay compensation of action not taken under clause 3 and 4</p>	<p>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 waiving 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 Bidder for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Bidder for past and future compensation shall remain unaffected in the event the Executive Engineer taking action Under sub - clause (a) or (c) of clause 3 he may if he so desires take possession of all or any tools plant materials and stores in or upon the work or the site thereof or belonging to the Bidder 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 given notice in writing to the Bidder or his clerk of the work foreman or other authorized agent require him to remove such toots & plant materials, or stores from the premises within a time to be specified in such requisition the executive engineer may remove them at the Bidders expense or sell them by action or private sale on account of the Bidder 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 Bidder.</p>
<p>Clause 6: Extension of Time</p>	<p>If Bidder shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other 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</p>

	<p>date which he has hindered as aforesaid or on which the cause for asking for extension occurred whichever is earlier and the Executive Engineer or in the opinion of Executive Engineer, or Chief Engineer as the case may be if in his opinion, there were reasonable grounds for granting an extension grant such extension as he thinks necessary or proper the decision of the Executive Engineer in this matter shall be final.</p>
<p>Clause 7 : Final Certificate</p>	<p>On the completion of the work the Bidder shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer - in - charge) of such completion but no such certificate shall be given nor shall work be considered to be complete until the Bidder shall have the work be considered to be complete until the Bidder shall have removed from the premises on which the work shall have been executed all scaffolding, all surplus materials and rubbish and shall have cleaned of the dirt from any other parts of MDC & DAC building in or upon which the work, shall have been executed all scaffolding, all surplus materials and rubbish and shall have cleaned of the dirt from all floor or other parts of MDC & DAC building in or upon which the work, has been executed or of which he may have had possession for the purpose of executing the work nor until the work shall be measured and tested by the Engineer - in - charge or where the measurement and testing have been taken by his subordinates until they have received approval of the Engineer - in - charge the testing being binding and conclusive against the Bidder, if the Bidder shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer -in-charge may at the expenses of the Bidder remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contract or shall forthwith pay such amount of all expenses so incurred but shall have no claim in respect of any such scaffolding surplus materials as aforesaid except for any</p>

	sum actually realized by the sale there of.
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 on thousand till after the whole of work shall have been completed and a certificate of completion given but in the case of works estimated to cost more than rupees one thousand the Bidder shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than 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 Bidder. 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 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 Bidder within one month of the date for completion of work otherwise the Engineer -in-charge's certificate of the measurements and of the total amount payable for work shall be final and binding on all parties
Clause 9 : Payment	Terms and conditions of payment shall be as per Clause 44 mentioned below.
Clause 10 : Bill to be submitted monthly.	Deleted
Clause 11 : Bills to be on printed forms.	Deleted
Clause 12 : Stores supplied by Government	Deleted
Clause 13 : Works to be executed with	Deleted

<p>specifications, drawings, orders etc</p>	
<p>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 in consequence of additions of alteration.</p>	<p>The Engineer-in-charge shall have power to make any alteration in or additions to the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and Bidder 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 the Engineer -in-charge and such alteration shall not invalidate the contract and any additional work which the Bidder may be directed to do in the manner above specified as part of the work shall be carried out by the Bidder on the same condition 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 he rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and the Bidder which ever are lower. If the additional or altered work for which no rate is entered in the schedule of Rates of the Division is ordered to be carried out before the rates are agreed upon then the Bidder shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer - in - charge of the rate which it is his intention to charge for such class of work. And if the Engineer - in-Charge does not agree to this rate he shall by notice in rating be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the Bidder shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rate as foresaid according to such rate or rate as shall be fixed by the Engineer -In-charge in the event of a dispute, the decision or the Executive Engineer of the circle will be final. Where, however, the work is to be executed according to the designs drawings and specification recommended by the Bidder and accepted by the competent authority the alteration above referred to shall be within the scope of such designs,</p>

	<p>drawings and specifications appended to the tender. The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alternations or additions bears to the cost of the original contract work and the certificate of the Engineer - in - charge as to such proportion shall be conclusive.</p>
<p>Clause 15 : (1) No claim to any payment of compensation for alteration in or restriction of work.</p>	<p>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 Bidder for which the YASHADA 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 Bidder a notice in writing of such desire and upon the receipt of such notice the Bidder 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 would have been safely stopped or suspended shall be final and conclusive 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 herein after.</p> <p>2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 120 days the Bidder shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 120 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 Bidder shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Bidder within a period</p>

of 90 days from the receipt of such notice in respect of the work already done by the Bidder. Such payment shall not in any manner prejudice the right of the Bidder to any further, compensation under the remaining provisions of this clause.

3) Where the Engineer required the Bidder to suspended the work for a period in excess of 30 days. at any time or 60 days in the aggregate the Bidder 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 had to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the Bidder shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part; The decision of the Engineer in this regard shall be final and conclusive against the Bidder.

4) In the event of -

i) Any total stoppage of work on notice from the Engineer under sub clause (I) in that behalf

ii) Withdrawal by the Bidder from the contractual obligation to complete the remaining unexecuted work under sub -clause (2) on account of continued suspension of work for a period exceeding 90 days

OR

iii. Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution. in the specifications drawings, designs or instruction under clause 14 (1) where such, curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 5.000/- (in words five thousands only)

It shall be open to the Bidder, 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

<p>Clause 15 (A) : Delay in supply of materials</p>	<p>(1) 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 required the Government to take over on payment such materials at the rates determined by the Competent authority provided however such rates shall in no case exceed the rates at which the same was acquired by the Bidder. YASHADA shall thereafter take over the materials 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 Competent authority appointed by YASHADA.</p> <p>No claim to compensation on account of loss due to delay in supply of materials by YASHADA.</p> <p>The Bidder shall not be entitled to claim any compensation from YASHADA for the loss suffered by him on account of delay by YASHADA in the supply of materials entered in Schedule A where such delay is caused by</p> <ul style="list-style-type: none"> i) Difficulties relating to the supply of railway wagons. ii) Force - majeure iii) Act of God iv) Act of enemies of the State or any other reasonable cause beyond the control of YASHADA. <p>In the case of such delay in the supply of materials. YASHADA shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the Bidder</p>
<p>Clause 16: Time limit for unforeseen claims</p>	<p>Under no circumstances whatsoever shall the Bidder be entitled to any compensation from YASHADA on any account unless the Bidder shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.</p>
<p>Clause 17: Action &</p>	<p>If any time before the security deposit 1 or any part thereof is refunded to the Bidder it shall appear to the Engineer - in - charge</p>

<p>compensation payable in case of bad work . P W D Resolution No.CAT-1087/CR -94/Bldg-2 dt. 14-6-89</p>	<p>or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful! workmanship or with materials of inferior quantity, or that any materials or articles provided by him for the execution of the work are unsound, or of a quantity inferior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for the Engineer - in - charge to intimate this fact in writing to the Bidder and then notwithstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the Bidder 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 period to be specified by the Engineer - in - charge in the written intimation aforesaid, the Bidder shall be liable to pay compensation at the rates of one percent on the amount of the estimate 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 Bidder. 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 there for.</p>
<p>Clause 18 : Work to be open to inspection Bidder or responsible agent to be present</p>	<p>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 Bidder shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer - in - charge and his subordinate to visit the work shall have been given to the Bidder either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Bidders duly authorized agent shall be considered to have the same force and effect as if they had been given to the Bidder himself.</p>
<p>Clause 19 :</p>	<p>The Bidder shall give not Less than five days' notice in writing</p>

<p>Notice to be given before work is covered</p>	<p>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 and or placedbeyond the reach of Measurement and shall not cover up or place beyond the reach of Measurement any work without the consent in writing of the Engineer - in - charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Bidders expense and in default thereof no payment or allowance shall be made for such work or for materials with which the same was executed.</p>
<p>Clause 20 : Bidder liable for damage done and for imperfections . PWD Resolution No. CAT - 1087/CR-94/Bldg.-2 dtd. 14/6/89</p>	<p>If during the period of 1 Years from the date of completion as certified by the Engineer - in - charge pursuant to clause - 7 of the contract or 425 Days after commissioning the work whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever the Bidder 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 portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the Bidder failing or neglecting to commence execution of the said rectification work within the period prescribed therein the said notice and /or to complete the same as aforesaid as required by the said notice, the Executive Engineer may get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the Bidder. The Bidder shall forthwith, on demand pay to the Govt. the amount of such costs, charges and expenses sustained or incurred by the YASHADA of which the certificate of the Executive Engineer shall be final and binding on the Bidder, Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Bidder failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the YASHADA, the same may be recovered from the Bidder as arrears of revenue. The YASHADA shall also be entitled to deduct the same from any amount which may then be</p>

	<p>payable or which may thereafter become payable by the YASHADA to the Bidder either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by YASHADA.</p>
<p>Clause 21 : Bidder to supply plant, ladders, scaffolding etc. & is liable for damages arising from non-provisions of light fencing etc.</p>	<p>The Bidder shall supply at his own cost all plant tools, appliances implements ladders, cordage, tackle scaffolding and temporary work requisite for the proper execution of the work, whether in the original, altered or substituted from and whether included in the specification -or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer - in - charge as to any matter as to which under these conditions he is entitled to be satisfied or which lie is entitled to require together with the carriage there for to and from the work. The Bidder 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 the measurement or examination at any time & from time to time of the work or the materials, failing, which the same may be provided by the Engineer-in-charge at the expense of the Bidder and the expenses may be deducted from any money due to the Bidder under the contract or from his security deposit or the proceeds of sale thereof of a sufficient portion thereof. of a sufficient portion thereof. The Bidder shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Bidder be paid for compromising any claim by and such person. List of machinery in Bidder's possession & which they propose to use on the works should be submitted along with the tender.</p>
<p>Clause 21 (A) : The Bidder shall</p>	<p>a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by</p>

provide suitable scaffolds and working platforms gangways & stairways and shall comply with the following regulations in connection therewith.

other means.

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

c) All Scaffolds and appliances connected there with and all ladders shall i) be of sound material ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and be maintained proper condition.

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

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

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

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

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

i) Working platform, gangways, stairways shall be -

1) So constructed that no part thereof can sag unduly or unequally.

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

3) be kept free from any unnecessary obstruction.

j) In the case of working platforms, gangways, working place and stairways at a height exceeding 3 meters.

1) every working platform and every gangways shall be closely boarded unless other adequate measures are taken to ensure, safety.

2) every working platform and gangways shall have adequate width and

3) every working platform, gangways, working place and stairway shall be suitable fenced.

k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent

	<p>required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.</p> <p>l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken for prevent the fall of persons or materials.</p> <p>m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.</p> <p>n) Safe means of access shall be provided to all working platforms & other working places.</p> <p>The Bidder(s) will have to make payments to the laborers' as per Minimum Wages Act.</p>
<p>Clause 21 (B) :</p> <p>The Bidder shall comply with the following regulations as regards the Hoisting Appliances to be used by him -</p>	<p>a) Hoisting machines and tackle, including their attachments, an charges and supports shall</p> <ol style="list-style-type: none"> 1. be of good mechanical construction, sound material and adequate strength and free from patent defect and 2. be of good repair and in good working order. <p>b) very 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.</p> <p>c) Hoisting machines and tackles shall be examine and adequately tested after erection on the site & before use and be re -examined in position at intervals to be prescribed by the YASHADA.</p> <p>d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.</p> <p>e) Every crane driver or hoisting appliance operator shall be properly qualified.</p> <p>f) No person who is below the age of18..... years shall be in control of any hoisting machine, including any scaffold which or give signals to the operator.</p> <p>g) In the case of every hoisting machine and or every chain, ring, shackle s wives pulley block used in hoisting or lowering or as a means suspension the safe working load shall be ascertained by adequate means.</p> <p>h) Every hoisting machine and all gear referred to in proceeding regulation shall be plainly marked with the safe working load.</p>

	<p>i) In the case of a hoisting machine having a variable safe working load, each safe working load the conditions under which it is applicable shall be clearly indicated.</p> <p>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.</p> <p>k) Motors gearing, transmission, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.</p> <p>k) Hoisting appliances shall be provided with such means as will reduce to minimum & the risk of the accidental descent of the load.</p> <p>l) Adequate precaution shall be taken to reduce to a minimum the risk at any part of a suspended load becoming accidentally displaced.</p>
<p>Clause 22 : Measures for prevention of fire</p>	<p>The Bidder shall not set fire to any standing jungle, trees brush wood or grass without a written permit from the Executive Engineer When such permit is given and also in all cases when destroying out or dug up trees, brushwood, grass etc. by fire, the Bidder shall take necessary measures to prevent such fire spreading to or to otherwise damaging surrounding property. The Bidder shall make his own arrangements for drinking water for the labours employed by him.</p>
<p>Clause 23 : Liability of Bidder for any damage done in or outside work area</p>	<p>Compensation for all damage done intentionally or unintentionally by Bidder's labour whether in or beyond the limits of YASHADA property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer -in- charge subject to the decisions of the Executive Engineer on appeal shall be final and the Bidder shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Bidder as damages in the manner prescribed in clause 1 or deducted by the Engineer - in - charge from any sums that may be due from YASHADA to Bidder under this contract or otherwise. The Bidder 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 shall pay any damages and cost that may be awarded by the court in consequence.</p>

<p>Clause 24 : Employment of female labour</p>	Deleted
<p>Clause 25 : Work on Sunday</p>	Deleted
<p>Clause 26 : Work not to sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Bidder becomes insolvent.</p>	<p>Contract shall not be assigned or sublet without the written approval I of the Engineer-in- charge. And if the Bidder shall assign or sublet his contract or attempt so to do or become insolvent or commence any proceedings to get himself adjudicated insolvent or make any compositions with his creditors or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the Bidder or any of his servants or agents to any public officer or person in the employ of YASHADA in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer -in-charge may there upon by notice in writing rescind the contract and the security deposit of the Bidder shall there upon stand forfeited and be absolutely at the disposal of YASHADA and same. consequences shall ensure as if the contract had been rescinded under clause 3 here of and in addition the Bidder shall not be entitled to recover or be paid for any work therefore actually performed under the contract.</p>
<p>Clause 27 : Sum pay able by way of compensation to be considered as reasonable compensation without reference to actual loss</p>	<p>All sums payable by a Bidder by way of compensation under any of these condition shall be considered as a reasonable" compensation to be applied to the use of YASHADA without reference to the actually loss or damage sustained and whether any damage has or not been sustained.</p>
<p>Clause 28 : Changes in the constitution of firm to be notified.</p>	<p>In the case of tender by the partners any change in the constitution of a firm shall be forthwith notified by the Bidder to the Engineer - in - charge for his information.</p>
<p>Clause 29 :</p>	<p>All work to be executed under the contract shall be executed</p>

<p>Direction and control of the Executive Engineer</p>	<p>under the direction and subject to the approval in all respects of the Executive 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 on.</p>
	<p>1) Except where otherwise specified in contract and subject to the powers delegated to him by YASHADA under the code, rules then in force the decision of Executive Engineer of the Circle for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specification, design, drawing and instructions herein before mentioned and as to the quality of 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 specification, estimates, instructions, order or these conditions or otherwise concerning the works, or the execution or failure to execute same. Whether arising during the progress of work or after the completion or abandonment thereof.</p> <p>2) The Bidder may within 30 days of receipt by him of any order passed by the Executive Engineer of the Circle as aforesaid appeal against it to the Chief Engineer concerned with contract work or project provided that-</p> <p>a) The accepted value of the contract exceeds Rs. 10 Lakhs (Rs Ten Lakhs). b) Amount of claim is not less than Rs. 1.00 Lakh (Rs. One Lakh).</p> <p>3) If the Bidder is not satisfied with the order passed by the Chief Engineer as aforesaid the Bidder may within 30 day of receipt by him of any such order appeal against it to the concerned Secretary, Public Works Department/Irrigation Department who, convinced that prima -facia the Bidder's claim rejected by Executive Engineer /Chief Engineer is not frivolous and that there is some substance in the claim of Bidder as would merit a detailed examination and decision by the standing committee shall put up to the standing committee at Government level for suitable decision (vide PW Circle No. CAT-1086-CR-110/Bldg- 2 dt. 7 -5-86).</p>
<p>Clause 30 : Direction and control of the</p>	<p>Deleted</p>

Superintending Engineer.	
Clause 31 : Stores of European or American manufacture to be obtained from Government.	Deleted
Clause 32 : Lump sums in estimates	When the estimate on which a tender is made includes lump sums in respect of part of works the Bidder 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 the opinion of the Engineer -in-charge capable of measurement of Engineer-in-charge may at this 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 Bidder with regard to any sum or sums payable to him under the provisions of this clause.
Clause 33 : Action where no specification	In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specifications and in the event of there being no Divisional specification then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.
Clause 34 : Definition of work.	Deleted
Clause 35 : Bidder' percentage whether applied to net or gross amount of bill	Deleted
Clause 36 : Quarry fees and royalties	Deleted
Clause 37 : Compensation under workmen's	Deleted

compensation Act	<p>Clause 37 (A) : The Bidder shall be responsible for and shall pay any compensation to his workmen payable under the workmen Compensation Act 1923 (VIII of 1923) (therein after called the said Act) for injuries caused to the workmen if such compensation is payable and or paid by Government as principal under sub- section (1) of section 12 of the said Act on behalf of the Bidder it shall be recoverable by Government from the Bidder under sub-section (2) of the said section such compensation shall be recovered in the manner laid down in clause 1 above.</p> <p>Clause 37 (A) : The Bidder shall be responsible for and shall pay the expenses to providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Govt. the same shall be recoverable from Bidder forthwith and be deducted without prejudice to any other remedy of Government from any amount due or that may become due to the Bidder.</p>
	<p>Clause 37 (B): The Bidder 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 regulation in connection therewith.</p> <p>a) The worker's shall be required to use the equipment so provided by the Bidder & Bidder shall take adequate steps to ensure proper use of equipment by those concerned.</p> <p>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 prompt rescue of any person in danger.</p> <p>c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work</p> <p>Clause 37 (C) : The Bidder shall duly comply with the provision of the Apprentices Act 1961 (III of 1961) the rules made there under and orders that may be issued from time to time under the Act said 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.</p>

<p>Clause 38 : Claim for quantities entered in the tender or estimates.</p>	<ol style="list-style-type: none"> 1) Quantities in respect of the several items shown in the tender are approximate and no .revision in the tendered rates shall be permitted in respect of any of items so long as subject to any special provision contained in the specifications prescribing different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs. 5,000/- 2) The Bidder shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub clause (1) hereof on the same condition as and in accordance with the specification in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates (ii) at the rate prevailing in the market the said rates being increased or decreased as the case may be percentage which the total tendered amount bears to the estimated cost of the work as put to tender base upon the schedule of rates applicable to the year in which the tenders were invited. For the purpose of operation of this clause, this cost shall be taken to undisclosed amount. 3) Claims arising out of reduction in tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs. 5,000/- (Rs. Five thousands only) (Related to works tender) * This clause is not applicable to extra items
<p>Clause 39 : Employment of famine labour etc.</p>	Deleted
<p>Clause 40 : Claim for compensation for delay in starting the work.</p>	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance work on account of delay in according sanction of estimates.
<p>Clause 41: Claim for compensation for delay in starting the work.</p>	No compensation shall be allowed for any delay in the execution of the work

<p>Clause 42: Entering upon or commencing any portion of work.</p>	<p>The Bidder shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer -in-charge or of his subordinate in charge of the work failing such authority the Bidder shall have no claim to ask for measurement of or payment of work.</p>
<p>Clause 43 : Minimum age of persons employed, the employment of donkeys and or other animals and the payment of fair wages</p>	<ol style="list-style-type: none"> 1) No Bidder shall employ any person who is under the age of 18 years. 2) No Bidder shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape nawar. 3) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work. 4) The Engineer-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by YASHADA for any delay caused in completion of the work by such removal. 5) The Bidder shall pay fair and reasonable wages to the workmen employed by him in the contract or undertaken by him. In the event of any dispute arising between the Bidder and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of The Executive Engineer shall be conclusive and binding on the Bidder but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by YASHADA at the sanctioned tender rates. 6) Contract shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas. 7) Bidder to take precaution against accident which take place on account of labour using -loose garments while working near machinery. 8) All facilities provided in the contract labour (Regulation and Abolition Act 1971 and Contract labour Regulation and Abolition Rules 1971) should be provided to labour
<p>Clause 44 : Conditions of payment.</p>	<ol style="list-style-type: none"> 1) 90% payment shall be released after the supply installation of all Split AC's at MDC and DAC within two weeks from the date of receipt of completion report of Engineer In-charge along with duly signed warrantee card, testing report of agency. 2) Balance 10% payment shall be released after the testing and commissioning completion report from Engineer In-charge.

	<p>3) No advance shall be paid to the Agency.</p> <p>4) For payment purpose, increase/decrease in machines shall be calculated on pro-rata basis, and accordingly addition/reduction in claim shall be paid regarding work related as per Schedule-B.</p> <p>5) All measurement shall be made jointly by Engineer In-charge and Agency's representative and same shall be written in Measurement book at Estate Department by Engineer In-charge.</p> <p>6) Payment shall be made after the authentication of work and measurement in Measurement book by Engineer In-charge.</p> <p>7) Agency must submit hard copy of original Tax invoice in Duplicate for payment purposes within 30 days after completion.</p> <p>8) Payment to Bidder shall be made by ONLINE / NEFT</p>
<p>Clause 45 : Acceptance of condition compulsory before tendering the work</p>	<p>Any Bidder who does not accept these conditions shall not be allowed to tender for works</p>
<p>Clause 46 :</p>	<p>Deleted</p>
<p>Clause 47:</p>	<p>Deleted</p>
<p>Clause 48 Taxes</p>	<p>a) The Bidder shall quote his rate considering the provisions counted under GST Act. 2017</p> <p>b) Provisional account of GST 2 % i.e. CGST 1% + SGST 1% will be deducted at source (T.D.S) as per section 51 of Maharashtra Goods and Service Act.2017</p> <p>c) Bidder shall quote his rate excluding GST.</p> <p>d) GST shall be paid on the amount of bill of the work done as per prevails guidelines rate of GST during the period of work done as applicable.</p> <p>e) The rates quoted by the Bidder shall be deemed to be inclusive of labour welfare cess and other taxes (other than GST) that the Bidder have to pay for the performance of the contract. The Employer will per such duties in regard to the deduction of such taxes at sources as applicable law. (any change in taxes shall be applicable from time to time)</p>

Clause 49	Deleted
Clause 50	Deleted
Clause 51 : Wages to be paid to the skilled and unskilled laborers engaged by the Bidder.	<p>1)The Bidder shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so his failure will be a breach of the contract and the Executive Engineer may in his discretion cancel the contract. The Bidder shall also be liable for any pecuniary liability arising an account of any violation by him of the provisions of the Act.</p> <p>2)The Bidder shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum W ages Act of 1948 applicable to the area in which the work of the Bidder is located.</p>
Clause 52	Deleted
Clause 53 : P.W. Dept. No. CAT/ 1284 (120) Building - 2 dated 14-8-85	The Bidder shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act 1970 (37 of 1971) and Maharashtra Contract Labour (Regulation and Abolition) Rules 97 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the Bidder and working on the site of the work. In particular the Bidder 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 Bidder fails or neglects to pay wages at the said rates or make short payment and the YASHADA makes such payment of wages in full or part thereof less paid by the Bidder as the case may be, the amount so paid by the YASHADA to such workers shall be deemed to be arrears of Land Revenue and the YASHADA shall be entitled to recover the same as such from the Bidder or deduct same from the amount payable by the YASHADA to the Bidder hereunder or from any other amounts payable to him by the YASHADA.
Clause 54 :	Deleted
Clause 55 : Govt. of Maharashtra	Deleted

<p>Education Department No. TSA - 5170/T- 56689 Dt. 7-7-72. Govt, of Mah P.W.D. Resolution No. CAT- 1086/CR-243/ K/Buld. - 2 Bombay - 32. dt. 11-9-87</p>	
<p>Clause 56 :</p>	<p>The Bidder shall comply with all the provisions of the Apprentices Act. 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Engineer may, in his discretion, cancel the contract .The Bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act (vide Govt. Circular No. CST - 1086/CR-243 Ka-Building-2/Mantralaya, Bombay-400 032, dated 11 Sept.1987).</p>
<p>Clause 57 :</p>	<p>Deleted</p>
<p>Clause 58 :</p>	<p>In case of materials which become surplus with the Bidders from those issued for the work contracted for the date of ascertainment of the materials as being surplus will be taken as the date of sale for the purpose of GST.</p>
<p>Clause 59 : Quality Assurance and Maintenance Manual</p>	<p>To ensure the specified quality of work which will also include necessary survey temporary works etc. the Bidder shall prepare a quality assurance plan and get, the same provided from the Engineer-In-Charge within one month from the date of work order. For this Bidder shall submit an organization chart of his technical personnel to be deployed on the work along withtheir qualification, job descriptions defining the functions of reporting supervising inspecting and approving. The Bidder shall also submit a list of tools equipment and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and/or in the Laboratory and monitoring. The Bidder shall modify/ supplement the organization chart and the list of machinery /equipment etc. as per the direction of the Executive Engineer and shall deploy the persons and equipment on the fields as per the approved chart and the list respectively. The</p>

	<p>Bidder shall submit written method statements dealing his exact proposal of execution of the work in accordance with the specification. He will have to get these approved from the Engineer-In-Charge.</p> <p>1) The quality of the work shall be properly documented through certificate, records, checks list, and Log Book of results etc. such records shall be compiled from the beginning of the work and be continuously updated the supplementary and this will be the responsibility of the Bidder. The forms should be got approved from the Executive Engineer-In-Charge.</p> <p>2) Where the work is to be done on lump-sum basis on Bidders designs. The Bidder shall also submit a maintenance manual giving procedure. For maintenance, with the periodicity of maintenance works including inspection tools of the equipment's to be used means of accessibility for all parts of the structure. He shall also include in the manual, the specification for maintenance works that would be appropriate for his design the technique of construction. This manual shall be submitted within the contract period.</p>
<p>Clause 60 : CONDITIONS RELATING TO INSURANCE OF CONTRACT WORK</p>	<p>The Bidder should submit necessary insurance policy in lieu of work before starting the works entrusted by work order issuing authority, If not submitted required insurance policy to Estate Department office any payment will be not released.</p>
<p>Clause 61 :</p>	<p>Deleted</p>

GENERAL CONDITIONS OF CONTRACT

1 Authority of the Engineer-in-charge.

So far as it is legally or physically impossible, the Bidder shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer -In-Charge and shall comply with and adhere strictly to the Engineer -In-Charge's instructions, and directions on any matter (whether mentioned in the contract or not pertaining to this works) The Engineer -In-Charge shall decide all questions which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptability of fulfillment of the Bidder on the part of the Bidder .He shall determine the amount and quality of the work performed and materials furnished and his decision and measurements shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the Bidder. The Engineer-in-charge shall have the power to enforce such decisions and orders if the Bidder fails to carry them out promptly. If the Bidder fails to execute the work ordered by the Engineer -in-charge may give notice to the Bidder specifying a reasonable period therein and on the expiry of the period proceed to execute such work as may be deemed necessary and recover the cost thereof from the Bidder.

1.1. Authorities of the Engineer-in-charge's:

The duties of the representative of the Engineer -in-charge are to watch and supervise the work and to test and examine and materials to be used for workmanship employed in connection with the works. The Engineer-in-charge may from time to time, in writing, delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Bidder a copy of all such delegations of powers and authorities. Any written instruction of approval given by the representative of the Engineer -in-charge to the Bidder within the terms of such delegations (but not otherwise) shall bind, the Bidder and the department as through, it had been given by the Engineer-in-charge, provided always as follows:

1.2 Failure of the representative of the Engineer -in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter

to disapprove such work or materials and to order pulling down, removal or breaking up thereof.

- 1.3 If the Bidder is dissatisfied with any decision of the representative of the Engineer -in-charge, he shall be entitled to refer the matter to the Engineer -in-charge, who shall thereon confirm, reverse or vary such decision. The Engineer-in-charge have the unquestionable right to ask for changes in the quality & strength of Bidders supervisory staff & to order removal from work of any of such staff. The Bidder shall comply with such order and effect replacements of the satisfaction of the Engineer-in-charge.

2. Service-Related Terms & Conditions: -

- 2.1 AC Technician must report to repair call on site, on the same day or on the next day for troubleshooting.
- 2.2 During current of our contract other agencies should not be assigned any work, without our written concern.
- 2.3 Delays in service due to natural calamities, strikes, lockouts, industrial disputes, accidents, fire which are beyond our control, should not be considered as non-performance.
- 2.4 Damage due to force majeure clauses due to natural calamities, strike, lockout, industrial disputes, accidents ire which are beyond our control, should not be considered as non-performance.
- 2.5 The service agreement can be terminated by either party on giving two months written notice of the intention & a pro rata refund in advance of unexpired period will be made.
- 2.6 The above Works & services shall be done to the satisfaction of Engineer-In-Charge / Competent authority of YASHADA. All work shall be done to the satisfaction of the Engineer In charge.
- 2.7 In case of change in scope, for payment purpose, increase/decrease in machines shall be calculated on pro-rata basis, and accordingly addition/reduction in claim shall be paid regarding work related on tonnage as per Schedule-B.
- 2.8 Sufficient quantity of all kinds of spare parts and material needed to repair all machineries shown in Schedule-B should be kept in storage in advance so that the services should not be hampered. Machinery cannot be taken out of Yashada campus. due to any internal repair or for any reason without permission of office / authority.
- 2.9 Reduction / Increase in Items: - Items mentioned in Schedule-B may increase or decrease by 25 % of total no. of equipment's /machineries on unit basis mentioned in Schedule-B at tendered rate.

3. Custody of work:

All work and materials before being finally taken over by YASHADA will be the entire liability of the Bidder for guarding, maintaining, and making good any damages of any magnitude. It is, however, to be understood that before

taking over such work. YASHADA will not put it to regular use as distinct from casual or incidental use, except as specially mentioned elsewhere in this contract or as mutually agreed to.

4. Co-ordinations:

When several agencies for different sub works of the project are to work simultaneously on the project site, the Bidder shall render full co-ordination for achieving proper coordination between different Bidders to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall, therefore, be strictly adhered to- Each Bidder may make his independent arrangements for water, power, access, housing etc. but if they so desire, he will be at liberty to come to mutual agreement with other contracting agencies in this behalf and make joint agreement with the approval of the Engineer -in-charge. The Bidder shall not take or cause to be taken any steps or action that may cause disruption, discontent or disturbance to work, labour or other arrangements etc. of other Bidders in the project localities . Any action by the Bidders which the Engineer -in-charge in his unquestioned discretion may consider infringement of the above would be considered as a breach of the contract conditions and shall be dealt with as such.

1) Coordination with Other Bidders working in the same premises/ complex/ project site/ campus/within the area of detailed mentioned in E-tender Notice shall be the responsibility of the Bidder. The coordination so done shall ensure conflict free environment (between all agencies working in the overlapping areas including labour camps.)

2) The Bidder shall coordinate at the time of commencement of work, from time to time during execution, till completion of the work and during defect liability period, with other Bidders viz. civil/electric al/utilities/Interiors/ Furniture/ Medical Equipment's/ landscapes/ any other Bidder/s in the overlapping areas of his work.

3) Coordination shall include coordination in planning, deployment of labour, actual execution, testing, operation, trial runs before handing over, during defect liability period of the whole project, including civil / electrical / utilities / any other work/s to the user department.

4) If due to lack of coordination by the Bidder some damage occurs to work/s of other Bidders/s, YASHADA's property, the Bidder shall make it good to the original condition at his own cost. In case of his failure in making good the damage (to the original condition), it shall be done at his risk and cost and cost so incurred shall be recovered from his bills/deposits and/or as per PW D rules and laws.

5) Any action by the Bidders which the Engineer -in-charge in his unquestioned discretion., may consider infringement of the above would be considered as a breach of the contract conditions and shall be dealt with as such.

6) The Engineer in charge shall coordinate between the Bidder and all other agencies for whom he is the Engineer in charge.

5. In case of any dispute or disagreement between the various Bidders, the competent authority of YASHADA's decisions regarding the coordination, co-operation and facilities to be provided by any of the Bidder shall be final and binding on the Bidder concerned & such a decision or decisions shall not vitiate contract nor absolve the Bidder of his obligations under the contract, nor form the grounds for any claim or compensation.

6. Relation with Public Authorities:

The Bidder shall comply with all rules, regulations, bylaws, and directions, given from time -to-time by any local or public authority or body in connection with this work and shall pay fees or charges which are available to him without any extra cost to Government.

7. Indemnity:

The Bidder shall indemnify the YASHADA Against all action, suits, claims, and demands brought or made against in respect it in respect of anything done or committed to done by the Bidder in execution of or in connection with the work of this contract any against any loss or damage to the YASHADA hi consequences of anything done or committed to be done in the execution of the work of this contract. The YASHADA may, at its discretion and entirely at the cost of Bidder, defend such suit either jointly with the Bidder or singly, in case the letter chooses not to defend the case.

8. Stacking, Storage and guarding of materials:

8.1) The stacking and storage of materials at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the taken by the Bidder to protect against atmospheric actions, fire, and another hazard.

8.2) Bidder shall at his own expenses, engage watchmen for guarding the materials and plant and machinery & the work during day & night against any pilferage or damage and for prohibiting trespassers.

8.3) No materials brought to the site shall be removed from the site without the prior approval of the Engineer-in-charge YASHADA.

9. Inspection of work.

9.1) The Bidder shall inform the Engineer -in-charge in writing when any portion of the work is ready for inspection, giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work.

9.2) The Bidder shall provide at his cost necessary ladders and such arrangements as are considered safe by the Engineer-in-charge for proper inspection of all parts of the work.

10. Precaution to be taken by Agency:

10.1) The work shall be carried out by the Agency, without causing damage to the existing YASHADA property and/or private property. If any such damage is caused, the Agency shall pay for restoration of (the property to the original conditions, and any other consequent damages.)

10.2) In the event of an occurrence of an accident, involving serious injury or death of any person, at site of work or quarry or at any place in connection with the work, in this situation the Agency shall be held responsible for such incidences.

11. Clearance of site on completion of works:

The Bidder after completion of work shall clean the site of all debris and remove all unused materials all plant and machinery, equipment, tools etc., belonging to him within 15 days from the date of completion of the work, or otherwise the same will be removed by the YASHADA at his cost or disposed off as per YASHADA procedure. In case the material is disposed off by YASHADA, the sale proceeds will be credited to the Bidder's account after deducting the cost of sale incurred. However, no claim of Bidder regarding the price of amount credited will be entertained afterwards.

12. Removal of Constructional plant with prior permission:

All constructional plant, provided by the Bidder shall when brought on the site be deemed to be exclusively intended for the construction and the Bidder shall not remove the same or any part thereof (Save of the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent.

13. Completion Certificate:

13.1) The work / service shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge satisfies in accordance with additional specifications, conditions. No

approval of material, service or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be completed, until such alteration and modification or reconstruction have been effected at the cost of the Bidder as shall enable him to certify that the work has been completed to his satisfaction.

13.2) After the work is completed, the Bidder shall inform of such completion to the Engineer-in-charge. in the form of a service report and within next 10 working days of receipt of such a report, the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall furnish the Bidder with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge are rectifiable he shall inform the Bidder about defects noticed. The Bidder after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in-charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if the defects are rectified to his satisfaction, and if not, he shall inform the Bidder indicating defects yet to be rectified. The time cycle as above shall continue.

13.3) In case of timeouts, breakdown periods, or defects noticed by the Engineer-in-charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. The timeouts, un-rectifiable defects for which reduction in payment will be done.

13.4) The issue of completion certificate shall not be linked up with the site clearance completion of work.

14. Ancillary Works :

The Bidder shall submit to the Engineer-in-charge in writing the details of all ancillary works including layout and specifications to be followed for its construction. Ancillary work shall not be taken up on hand unless approved by the Engineer-in-charge. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the Bidder at any stage to ensure the safety on the work site, The Bidder shall carry out all such modification to the ancillary works at his own expenses as ordered by Engineer-in-charge.

15. Safety measures and Amenities: Safety Measures

The Bidder shall take all necessary precautions for the safety of the workers and preserving their health while working on such jobs as required special protection and precaution wherever required. The Bidder shall also comply with the directions always issued by the Engineer-in-charge in this

behalf from time to time.

The following are some of the requirement

1) Providing protective footwear to workers in situations like mixing and placing mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for, movements over surfaces infested with oyster growth.

2) Providing protective hardware to working in quarries etc. to protect them against accidental fall of materials from above.

3) Providing handrails at the edge of the floating platforms, barges walkways, ladder etc.

Providing workmen with safety belts, ropes etc. when working on any mast's cranes, cribs, hoists, dredgers etc.

4) Taking necessary steps towards training the workers concerned with the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working. Wherever required, the persons handling the machinery shall have requisite licenses, certificate etc.

5) Preventing over loading and overcrowding of floating and land based machinery and equipment.

6) Providing life belts to all men working at such situations from where they may accidentally fall into water or on the ground, Equipping the boats with adequate numbers of life buoys etc.

7) Avoiding bare live wires etc. as would cause electrocutions.

8) Making platforms, staging and temporary structures sufficiently strong and not causing the workmen and supervisory staff to work under risks.

9) Providing sufficient first aid trained staff and equipment to be available quickly at the worksite to render immediate first-aid treatment in case of accident due to suffocation, drowning and other injuries.

10) Taking all necessary precautions wherever divers are engaged on work.

11) Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching up to knees plain goggles for the eyes to the labour working with hot asphalt handling, vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and well-being of the labourers in the opinion of the Engineer-in-charge.

16. Working methods and progress schedules :

16.1) The Bidder shall submit within the time stipulated by the Engineer in writing the details of actual methods that would be adopted by the Bidder for the execution, of any items as required by Engineer at each of the location, supported by necessary detailed drawing and sketches Including

those of the plant and machinery that would be used their locations arrangement for conveying and handling materials etc. and obtain prior approval of the Engineer-in-charge who reserves the right to suggest modifications or make corrections in the method proposed by the Bidder whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality, safety and progress of work which shall be binding on the Bidder. No claim on account of such change in method of execution will be entertained by YASHADA so long as specification of the item remain unaltered.

16.2) The Bidder shall furnish within one month of the order to start the work programme of work in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating date of procurement of materials, and setting up of plants and machinery. The programme is to be such as to be practicable of achievement towards the completion of the whole work in the time limit and of the particular items, if any on the due dates specified in the contract. Planning and programme of works shall be done by mutual discussion between the and Bidder 's representative in charge of work. The progress of work shall be reviewed every six months and revised programme shall be drawn up, if necessary, no revised programme shall be operative without the approval of Engineer -in-charge in writing. The Engineer is further empowered to ask for a more detailed schedule or schedules say weekly, for any item or items in case of urgency of work as will be directed by him and the Bidder shall supply the same and when asked for. Acceptance of the programme or the revised programme, by the Engineer -in-charge shall not relieve the Bidder of his responsibility to complete the whole of the work by the prescribed time or the extended time if any.

16.3) The Bidder shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Government supervision shall be such as may be approved by the Engineer -in-charge. They shall not be varied without prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by Engineer- in-charge if requested by Bidder. The Bidder shall provide necessary lighting arrangement etc. for night work as directed by the Engineer without extra cost of YASHADA.

16.4) The Bidder shall submit report on progress of work in forms and statement etc. as periodical intervals in the form of progress charts, forms,

statements and /or reports as may be approved by the Engineer. Forms for sending reports about progress will be supplied by the Executive Engineer.

16.5) The Bidder shall maintain proforma, chart, details regarding machinery equipment, labour, material, periodical returns thereof in proforma to be approved from the Engineer-in-charge.

17. Terms of additional payment :

The Bidder must understand clearly that the rates quoted are for completed work and include all cost due to labour, all leads and lifts involved and if further necessitated scaffolding plants, supervision ., service works, power etc. and to include all to cover the cost of night and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the Bidders will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether tender in the employment of any YASHADA or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of or consequence upon the submission of the tender.

18. Claims of extra work

18.1) Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims along with supporting data details may be submitted subsequently.

18.2) Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work.

The payment of bills for the main work shall not be withheld for want of decision on the extra/claims not covered in the schedule of items for extra work.

19. Assistance in procuring priorities, permits etc.:

The Engineer-in-charge on written request by the bidder, will if in his opinion the request is reasonable and in the interest of work and its progress, assist the Bidder in securing the police protection and the priorities for deliveries, transport, permits, for controlled materials permits for quarries and other similar permits including labour license etc. Where such are needed. All costs in this behalf shall be borne by the Bidder. YASHADA will not, however, be responsible for the non-availability of such facilities or delays in the behalf and no claims on account of such failure or delays shall be allowed by the department. The Bidder will have to make his own arrangement for machinery required for the work.

The engineer in charge shall inform the Bidder if defects are noticed. The

Bidder after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if the defects are rectified to his satisfaction, and if not, he shall inform the Bidder indicating defects yet to be rectified. The time cycle as above shall continue.

20. It mandatory for the agency to supply machines and equipment as per manufacturers authorization letter /quoted make in schedule -B.

ADDITIONAL CONDITION OF THE WORK

1. The bidder shall visit the site & get himself thoroughly conversant with the actual site conditions before tendering. No extra item shall be admissible on this ground.
2. The bidder shall prepare the bar chart of activities, submit it to engineer in charge & strictly follow the time schedule.
3. The system provided shall be complete in all respect inclusive of all components ancillaries to give the desired results & as per design parameters. All material supplied shall meet the technical specifications.
4. Material used must be approved brands as per list.
5. The Electrical wiring, accessories, fittings shall be suitable to perform at their desire standard.
6. Any Tests if required to be carried out for confirmation of performance of any equipment's will be at Bidders cost & risk. .
7. If YASHADA requires testing of material, in that case Bidder to get tested the electrical materials used on this work as directed by Engineer- in-charge from MSME (WR) Saki Naka Mumbai -72 or any other, accredited testing lab of Govt. of Maharashtra / Govt. of India. The bidder shall pay the necessary testing fee / charges.
8. After testing, if the material used in the work fails the test, it will be the entire responsibility of the Bidder to replace it free of cost.
9. The final payment will be made only after producing the successfully original test certificate of the material for which the testing has been done.
10. Successful Bidder should get approved the list of Material before execution of actual work by Engineer-in-Charge.
11. Power supply: Power will be made available at 415/240 V 3 phase 4 wire /single phase 50Hz earthed neutral system and all equipment shall be suitable for the above power supply All equipment shall operate at these voltages.
12. If scaffolding is necessary during work, the Bidder should arrange for the same not extra.
13. Electrical work shall comply with CEA Regulations -2010 & other related statutory provisions.
14. OEM's service center should be preferably available at Pune.
15. The Bidder shall get the list of make/brands approved by Engineer in-charge or any of his authorized representative well in advance before the execution of work.
16. The Bidder shall produce & submit original manufacture test certificate for the electrical item/ equipment to be used at site as mentioned in Schedule "B" (If applicable)
17. No deviation of Make/ Brands will be allowed subsequently.
18. After the completion of work the Bidder shall test the entire installation in the presence of the Engineer in-charge or any of his authorized representatives and submit the test report.
19. During execution, if any permission is required from local authority/ MSEDCL, it will be the responsibly of the Bidder to get the permission at his own cost. (If

- applicable)
20. If during the execution of work, shut down of LT/HT line from MSEDCL side is necessary, in that case it will be the responsibility of Bidder to take necessary shut down with permission of local MSEDCL authority. (If applicable)
 21. All material purchased by Bidder should be as per the MSEDCL company's specifications and approved by concerned Ex. Engineer & Engineer-in -charges, manufacture test certificate of the material used should be submitted to concerned authority and related work will be executed as per MSEDCL company method of construction. (If applicable)
 22. The responsibility of safety of worker during the execution of work is solely on Bidder. The Bidder will have to follow all the safety rules during the execution of work, the responsibility of compensation will be of the Bidder. In any case, YASHADA will not responsible for any compensation.
 23. It will be the responsibility of Bidder to handover all dismantled material of said work to YASHADA authority at his own cost and submit the receipts of same before final bill to Engineer -in- charge.
 24. The Bidder will have to use all required T & P while execution of work at his own cost.
 25. The insurance labour / staff working at site shall be done by the Bidder under the insurance act at his own cost.
 26. Any fees/charges/taxes or penalties towards payment of Government/semi government/local/ private bodies arising during the execution of work is to be borne by the Bidder. No refund will be paid for this.

**LIST OF PREFERRED
MATERIALS**

Sr.No.	ITEMS	MAKE/BRA NDS
1	PVC CABLES (COPPER)/ ALLUM	FINOLEX, RR KABLES, HMT , POLYCAB , HAVELLS ,KEI
2	PVC INULATED ALUMINUM / COPPER WIRE WITHSTRANDED CONDUCTORS. (FRLS/FR GRADE)	FINOLEX, RR KABLES, HMT , POLYCAB , HAVELLS ,KEI , ANCHOR
3	PVC RIGID CONDUITS / CASING-N- CAPPING	FINOLEX , PRECISION, DIAMOND, MODI, ASIAN PRESS FIT
4	AIR CONDITIONING UNITS	BLUE STAR, VOLTAS, CARRIER, DAIKIN, LG, HITACHI, ANCHOR PANASONIC, MITSUBISHI ELECTRIC, MITSUBISHI HEAVY INDUSTRIES, O GENERAL.