FOR AUTHORIZED USE ONLY

SHRI GURU GOBIND SINGHJI INSTITUTE OF ENGINEERING & TECHNOLOGY,

VISHNUPURI, NANDED – 431 606



E-TENDER DOCUMENTS

For

Providing & applying colouring a Admin Building Exterior Side.

NAME OF AGENCY:	
AGREEMENT No.:	

SHRI GURU GOBIND SINHJI INSTITUTE OF ENGINEERING & TECHNOLOGY, VISHNUPURI, NANDED -431 606 (M.S.)

A. DETAILED TENDER NOTICE

1) INVITATION OF TENDER:

Online tenders are invited by the Director, on behalf of Shri Guru Gobind Singhji Institute of Engineering& Technology, Vishnupuri, Nanded, for "Providing & applying colouring a Admin Building Exterior Side"

1.1

1	Original Agreement No.	: B-2 (Item Rate)		
2	Name of Work	: Providing & applying colouring a Admin Building Exterior Side		
3	Name of Contractor			
4	Date of Receipt of Tender	: Online As per tender schedule		
5	No. and Date of work Order	:		
6	Amount put to Tender	: Rs. 4,41,504/-		
7	Amount of Contract	: Rs.		
8	Date of commencement time	: 90 (Ninty Days) from the date of		
	stipulated for completion of work	written order to start work, which will		
		include the monsoon period.		
9	Validity of tenders	: The tender shall be valid for a period of 90		
		days after the date of opening of tender.		
10	Defect Liability Period	: 6 Calendar months from the certified date		
		of completion.		
11	Certified that this original	: 20 Pages (0 to 19)		
	Agreement contains			

DETAILS OF WORK

1.2) Online Item Rate tender in 'B-2' form are invited by the Director, Shri Guru Gobind Singhji Institute of Engineering & Technology Vishnupuri, Nanded, for the following work from Govt. Registered Contractor/ Agencies. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

		T		
1	Name of Work	: Providing & applying colouring a Admin Building		
		Exterior Side		
2	Date of Receipt of Tender	: Online As per tender schedule		
3	Amount of Estimate put to Tender	: Rs. 4,41,504/-		
5	Tender cost	: Non refundable price of Rs.1000/- to be paid online		
6	Earnest Money Deposit	: Rs. 5000/- (Rs. Five Thousand only) to be paid online (for details see clause 2 A)		
7	Security Deposit	: 5.0 % of awarded contract value		
8	Initial Security Deposit	: 2% of the contract value (inclusive of Earnest Money Deposit) to be deposited within SEVEN days of tender award		
9	Balance Security Deposit	: 3% of the Contract value to be deducted from each Running Account Bill in the course of the work.		
10	Period for Downloading Tender	Refer Online schedule on portal		
	Forms	https://mahatenders.gov.in		
11	Last date and time for online bid	Refer Online schedule on portal		
	preparation and hash submission (technical and financial)	https://mahatenders.gov.in		
12	Date and time for online bid data	Refer Online schedule on portal		
	decryption and re-encryption (technical and commercial)	https://mahatenders.gov.in		
13	Receipt of online EMD, Self-	Document Tender Fee and EMD to be paid via		
14	Declaration on plain paper in prescribed format given in Annexure I and Tender Document fees, to be paid online only via Payment Gateway mode/ TDR of Additional performance Security Deposit (If required)	online mode only.		
14	Time of completion	: 90 days		

2) E-TENDERING PROCEDURE

2.1 <u>ENROLMENT AND EMPANELMENT OF CONTRACTORS ON ELECTRONIC</u> TENDERING SYSTEM:

The Contractors interested in participating in the Tenders of **Shri Guru Gobind Singhji Institute of Engineering and Technology** Process by using the Electronic Tendering System shall be required to enroll on <u>www.mahatenders.gov.in</u> the Electronic Tendering System to obtain user ID. After submission of application for enrolment on the System, the application information shall be verified by the authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Contractor shall be approved. The Contractors may obtain the necessary information on the process of enrolment either form Helpdesk Support team or enroll directly on Web site <u>www.mahatenders.gov.in</u>

2.2 OBTAINING A DIGITAL CERTIFICATE

The Digital Certificates are issued by an approved Certifying Authority Authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data/ information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data during the Bid Preparation. In case, during the process of preparing and submitting bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he/she may not be able to submit the Bid online. Hence, the User are advised to store his / her Digital Certificate secure and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney to that User to submit the bid on behalf of the partnership Firm. The partnership firm has to authorize a specific individual by an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner is required to authorize in the same form.) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized user will be binding on the Firm. It shall be the responsibility User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant. For information of the Process of application for obtaining Digital Certificate, the Contractors may visit the section 'Digital Certificate 'on the Home Page of the Electronic Tendering System.

2.3 RECOMMENDED HARDWARE AND INTERNET CONNECTIVITY

To operate on the Electronic Tendering System, the Contractors are recommended to use computer System with at least 1 GB RAM and broadband connectivity with minimum 512 kbps band width, Windows 7.0, Java 6.10 and I.E.7.0 and above.

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System. The utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the system, or alternatively, contact the Helpdesk support Team on information/guidance on the process of setting up the System.

2.4) STEPS TO BE FOLLOWED BY CONTRACTORS TO PARTICIPATE IN THE E-TENDERS PROCESSED BY MAHATENDERS

2.4.1 PREPARATION OF ONLINE BRIEFCASE

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicate briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage. In Case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single pdf file of all the documents of same type or compress the document in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to Shri Guru Gobind Singhji Institute of Engg. & Tech. Vishnupuri, Nanded at the time of tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation as well as during Decryption.

2.4.2 ONLINE VIEWING OF DETAILED NOTICE INVITING TENDERS

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by SGGS Nanded on the e-tendering Portal on http://www.mahatenders.gov.in under the Organization Shri Guru Gobind Singhji Institute of Engineering and Technology.

2.4.3 DOWNLOAD OF TENDER DOCUMENTS

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents online by filling up details of tender fee online.

2.4.4 ONLINE BID PREPARTION

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering authority of SGGS Nanded. In the Upload able document type of templates, The Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

2.4.5 SHORT LISTING OF CONTRACTORS FOR FINANCIAL BIDDING PROCESS

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by e-mail.

2.4.6 OPENING OF THE FINANCIAL BIDS

The Contractors must be present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the SGGS Nanded-Tendering Portal immediately after the completion of opening process.

2.4.7 TENDER SCHEDULE (KEY DATES)

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the detailed tender notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule. At the sole discretion of the tender authority, the time schedule of the Tender stages may be extended.

Schedule of e-Tender as follows:-

Sr.No.	Details	Date	Time
1	Date of publication	16/01/2018	11:00 AM
2	Document Download/ Sale start date	16/01/2018	17:00 PM
3	Clarification start date	16/01/2018	11:00AM
4	Clarification End date	02/02/2018	17:00 PM
5	Document Download/ Sale End date	02/02/2018	17:00 PM
6	Pre-bid meeting	25/01/2018	11:00AM
7	Bid Submission start date	16/01/2018	17:05 PM
8	Bid Submission End date	02/02/2018	18:00 PM
9	Bid Opening date	05/02/2018	12:00 PM

3) EXPERIENCE AND WORKS ON HAND:

The Contractor should have experience as following:

- 1. The Contractor/ Agencies should have completed at least one any Civil / Similar type of work in last five years costing more than 2.25 Lakhs. OR
- 2. The contractor should has work in progress any civil work / Similar type of work, which amount of bill paid should be more than 2.25 Lakhs .

4) MODE OF SUBMISSION OF TENDER:

- 01. The bidders are required to submit duly filled Technical Bid and financial Bid **online only.** The bidder will be shortlisted on the basis of their competence after opening the Technical Bid. The financial bid of only those bidders who are short listed on the basis of **online** technical bid will be opened and the bid with lowest quotation amongst the open bids will normal be approved.
- 02. For the last date of receipt of sealed tender may be checked from online key schedule.
- 03. The tender will be opened as per online schedule.
- 04. The tender details are also available at Notice Board of Site Office of this Institute and institute's web site.
- 05. This office reserves the right to postpone/and/or extend the date of receipt, opening of bids or to withdraw the same without assigning any reason thereof.
- 06. The contractors are required to submit the bids only after satisfying each and every condition laid down in the terms and conditions.
- 07. The tenderer should put current postal address on page No.9.

TECHNICAL BID: This Sealed Envelope No. 1 Technical Bid should contain scanned copy following documents

i) Forwarding Letter on Letter pad (Upload scanned copy). Containing Index of attached documents with page no. as mentioned below.

INDEX

Sr. No.	Details of document
1	Certificate of Registration of contractor with any of these Government Department
	PWD, CPWD, BSNL, MSSIDC, MJP.
2	Certificate of GST No.
3	Experience as mentioned in A-3
4	Format-A
5	Format-B

AWARD OF CONTRACT:

The award of contract will normally be made within 15 days after the opening of the tender. The offer should be valid for 90 days

WHOM TO CONTACT:

For any further information on the tender, The Site Engineer, Shri Guru Gobind Singhji Institute of Engineering & Technology, Vishnupuri, Nanded, may be contacted.

B) GENERAL INFORMATION:

- 1) The terms and conditions, which will govern the contract made on behalf of the Institute, are also enclosed.
- 2) The tenderers are instructed to read the enclosed Instructions. Terms & Conditions CAREFULLY before quoting the rates in the tender and comply with the same.
- 3) The tenderer should satisfy all the conditions and instructions, which are mentioned in the tender notice and in the pages of tender.
- 4) All the tenders are cautioned that the tender containing any deviation from the contractual terms and conditions, specifications or other requirements will be treated as "non-responsive" and rejected.
- Award is made to those tenderers whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and as per the existing Laws which are applicable and also fulfills the tender conditions.
- 6) Contractor's who have successfully done similar works in this region in past will be given preference.
- 7) The Director reserves the right with himself to delete any item or items or to increase or decrease of any item or items from the tender at any time during execution of work.
- In case it is felt that the contractor has quoted the rates far less than the estimated rates then the Director at his discretion will ask the Contractor to deposit the difference between estimated cost and the quoted cost, so that in case the work is left halfway, the work can be executed at the risk and cost of the contractor in time. This deposit will in addition to the other things such as normal Security Deposit and will be refunded on satisfactory completion of work.
- 9) The Director reserves a right to allot a part of work to other bidders in case it is felt by him that the successful lowest bidder may not be able to complete the work in time. In such a case the rate to be paid to other bidder/bidders will be that of the lowest bidder only. The works are required urgently and time bound hence the bidders should take a note of their active role in timely completion of work. Time is essence of contract.
- Immediately upon receipt of the tender documents, all tenderers are urged to submit a written request on matters where clarifications or additional information is desired with Site Engineer and if case of any difficulty in getting proper reply similar request as appeal be made to the Secretary, Building construction committee, who may clarify the matter if he feels it is essential. Otherwise, the decision taken by Site Engineer is considered as final.
- 11) The right to accept or reject any or all the tender/s from any or all the agencies without assigning any reason is reserved.

SHRI GURU GOBIND SINGHJI INSTITUTE OF ENGINEERING & TECHNOLOGY, VISHNUPURI, NANDED.-431 606

INSTRUCTIONS FOR TENDERERS

- In the event of his tender being accepted, subjected to the provisions of sub-clause (7) below, the said amount of E.M.D. shall be appropriated towards the amount of security deposit payable by him.
- If, after submitting the tender, the contractor withdraws his offer or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance amount of security deposit the Institute shall be entitled to forfeit the full amount of earnest money deposited by him.
- The Director or his duly authorized officer shall open E-tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form.
- No receipt for any payment alleged to have been made by an Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on the Institute unless it is signed by the Director & Secretary of the Institute society.
- The right to accept any tender or reject the lowest or any or all tenders without assigning any reason is reserved with the Director.

SHRI GURU GOBIND SINGHJI INSTITUTE OF ENGINEERING & TECHNOLOGY, VISHNUPURI, NANDED.-431 606

TENDER FOR WORK

01. I / We hereby tender for the execution for Shri Guru Gobind Singhji Institute of Engineering & Technology, Vishnupuri, Nanded or the work specified in the under written memorandum and within the schedule B (Finance Bid) and in accordance in all respects with the specifications, instructions, terms & conditions in writing referred in tender.

MEMORANDUM:

a) General Description: Providing & applying colouring a Admin Building Exterior Side

b) Estimated Cost: Rs. 4,41,504/- (Rupees Four Lakh Fourty one Thousand Five

Hundred Four Only)

c) Earnest Money: Rs. 5000/- (Rupees Five Thousand Only)

d) Security Deposit: 5% of tender cost. (2% should deposited by online

https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm and

remaining 3% will be deducted from the bills)

e) Time Limit: 90 Days.

R. I/We agree that this offer shall remain open for acceptance for a minimum period of 90 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 speed post. The amount of earnest money shall not bear any interest and shall be liable to be forfeited to the Institute should I/we fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the officer in charge and furnish the security deposit as specified in the item (d) of the Memorandum contained in paragraph – (1) above within the time limit laid down in clause (09) of the Annexed terms and conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part there of has been forfeited as aforesaid.

Contractor's Signature (Before Submission of tender) Name Street Village/City:_____ Taluka: District Pin Date the ______ day of _____ 2018 Signature of Witness _____ (Witness to contractor's Signature) Name Street Taluka: _____ Village/City:_____ District Pin Occupation: The above tender is accepted by me for an on behalf of Shri Guru Gobind Singhji Institute of Engineering & Technology, Vishnupuri, Nanded. **DIRECTOR & SECRETARY**

R. Should this tender be accepted I/We hereby agree to abide by a fulfill all the terms, and provisions

pay to Institute the sum of money mentioned in the said conditions.

of the conditions of contract annexed here to so far as applicable, & in default thereof to forfeit and

Date the ______ day of _____ 2018

SHRI GURU GOBIND SINGHJI INSTITUTE OF ENGINEERING & TECHNOLOGY, VISHNUPURI, NANDED.-431 606

Terms and Conditions of Contract

CLAUSE 01.

Tendered rates shall include all the taxes, GST, royalties, levies any other taxes, which are applicable as per the rules of Government of India and Gove. Of Maharashtra.

CLAUSE 02 A. Earnest Money Deposit:

The tender should accompany with an **Earnest Money Deposit** (as mentioned in table 1.2) the amount need to be paid online. Any type of exemption for E.M.D. will not be given or considered. The tenders not accompanied by an earnest money deposit shall be treated as "non-responsive" and may be rejected. The E.M.D. will be returned promptly to the unsuccessful tenders. The said amount of earnest money shall not carry any interest whatsoever.

CLAUSE 02 B. Security Deposit:

Successful tenderer will be informed by Institute within 7 days from the date of receipt of the letter accepting his/their tender, the contractors/agency should convey has acceptance to take the work and request to convert his E.M.D. to Security Deposit.

- a) The Security deposit less any amounts due under the clause no. (17) "Recoveries" shall be returned to the agency after end of the contract without interest on amount and subject to officer in-charge certifying that no liability attaches to the Contractor/agency.
- b) The security deposit will liable to forfeited in the event of non-fulfillment of terms and conditions by the tenderer. Any loss from the bad services of the Contractor as determined by the authority is recoverable for security deposit.

CLAUSE 03. RECOVERIES:

Any recovery advised by the Institute shall be recovered from any bill or money retained in the form of security deposit.

CLAUSE 04. NOTICE AND INSTRUCTIONS:

The Contractor shall furnish the correct postal address of his head office. Any notice or instruction to be given to the Contractor shall be deemed to have been served if it has been delivered to his authorized person / security officer or representative at site of work or sent by speed post to the office or to the address of the firm last provided by the contractor / agency.

CLAUSE 05.

Deduction of taxes: The Income tax and GST as per rules of Government will be deducted.

CLAUSE 06.

The above contract is placed temporarily and no liability lies with the Institute for regulation of worker's/ Supervisor provided by you.

CLAUSE 07.

The workers, guard and other persons deployed by the agency shall have to carry with them Identity card duly issued by the agency for our checking and satisfactions.

CLAUSE 08.

Contractor/Agency will be responsible for all legal provisions under various applicable Acts.

CLAUSE 09.

Successful tenderer should have to **submit an Agreement Bond of Rs.100/- within three days from receipt of letter of accepting his tender / work order.** In case a contractor is eligible for more than one work in that case he will be allotted works only up to his limit as in requisition. However, the director may relax this condition to the extent.

CLAUSE 10.

Successful tenderer/agency should be abide by terms and conditions as prescribed by Institute authorities.

CLAUSE 11.

The selected Contractor / agency should maintain record of machinery, material movement, Gate pass system of Records. Thus maintained all records in original should be deposited to the Institute as and when required.

CLAUSE 12.

The Director, S.G.G.S. Institute of Engineering & Technology, Vishnupuri, Nanded is the arbitrating authority, any matters of dispute/differences out of this contract, his decision in the matter shall be final and binding on the contractor. However, if not satisfied by the decision then the procedure will be as per India Arbitration Act.

CLAUSE 13.

The Director, S.G.G.S. Institute of Engineering & Technology, Vishnupuri, Nanded may put an end to the contract at any time or in case of bad workmanship bad service by notice in writing and finalise the bills at reduced rates as decided by the Site Engineer.

CLAUSE 13 (A) TIME LIMIT: "Time is essence of contract". The time limit for the work is as mentioned in the tender notice. The time limit will start from the date of handing over of site or receipt of the work order by the contractor whichever is later. The contractor must give a bar chart showing the activity/ time for normal completion of work. In case of delay in the completion of work a penalty of 0.5% (of tender cost) per day will be imposed on the contractor max. up to 10% (of tender cost) then the contract will be terminated and work will be got executed at the risk and cost of contractor. Director may give any extension in case of genuine reasons on the application of the contractor oral or in writing.

CLAUSE 14. ACCIDENTS:

It shall be the Contractors responsibility to protect against accidents on the works.

CLAUSE15. REMOVAL OF CONTRACTORS MEN:

The contractor shall on written direction of the Director or the Officer-in-charge immediately remove from the work, any person employed thereon who may, in the opinion of the officer-incharge or Director be incompetent or has misconduct himself and such person shall not be again employed on the works. Institute will have no liability on this account.

CLAUSE 16.: SAFETY PROVISIONS:

The Contractor shall at his own expense arrange for the safety in his operation including the provision in the safety code published by Govt. and which is applicable for, failure to comply with safety provisions the Contractor / agency shall without prejudice to any other liability pay to Institute a sum of 2 percent of tender amount.

CLAUSE 17. **DEFAULT BY CONTRACTOR:**

If the Contractor / agency shall neglect or fail to proceed with the works with due diligence or violate any of the provisions, terms and conditions of the contract, the Director or Officer – in-charge may give the contractor/agency a notice identifying deficiencies in performance and demanding corrective action.

If the Contractor fails to take satisfactory corrective action within fifteen days after the receipt of the notice, the Director will terminate the contract in whole or in part. In case the entire contract is terminated, the amount of security deposit together with the value of work done but not paid shall stand forfeited to the Institute.

CLAUSE 18.

Defect liability period is considered for 06 months from the date of final bill of measurements. (Final)

The contractor shall make good at his own cost and to the satisfaction of the Engineer Incharge, all defects, shrinkages or small faults arising in the opinion of the Engineer Incharge / Head of the Department from work or materials not being in accordance with the drawing or specifications or schedule of quantities or the instructions of Engineer Incharge, which may appear within "Defects Liability Period".

CLAUSE 19. SUB – LETTING:

The Contractor / agency shall not sub-let any portion of the contract without the written permission of the Director.

CLAUSE 20.

In case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor/agency to the Director for his information within 20 days.

CLAUSE 21.

The contractor is expected to follow all the conditions mentioned in the various clauses of the tender and follow all the provisions of Govt. laws such as minimum wages Act. Etc. However, while evaluating the tender following points will be given due weightage. The contractor must submit the copies of the relevant documents as a proof.

CLAUSE 22.

The contractor/Agency shall not employ in connection with the work any person who is below 18 years.

CLAUSE 23. COMPENSATION:

Compensation for all damages done intentionally or unintentionally by Contractors workers or any other person whether in or beyond the limits of Institute property including any damage caused by the spreading of fire or any other damage shall be estimated by Site Engineer or such other officer as he may appoints and the estimates subject to the decision of Director on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the security deposit or reduced from any sums that may be due or become due from Institute to Contractor / agency under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions of safety provisions and he shall pay any damages and cost that may be awarded by the court in consequence.

CLAUSE 24.

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (Herein after called the said Act) for injuries caused to the workmen, if such compensation is payable / paid by the Institute as Director employer under sub-section of (i) of section 12 of the said Act on behalf of the Contractor it shall be recoverable by the Institute from the

contractor under sub-section (2) of the said section. Such compensation shall be recovered from any sums that may be due or become due from Institute to Contractor or from the security deposit.

- (a) The Contractor/ Agency shall be responsible for and shall pay the expenses of providing Medical-Aid to any workmen who suffer a bodily injury as a result of an accident. If such expenses are incurred by the Institution the same shall be recovered from the contractor forthwith and be deducted without prejudice to any other remedy of the Institution from any amount due or that may become due to the contractor/agency.
- (b) The Contractor/Agency shall provide all necessary personal safety equipments and first aid apparatus available for the use of the person employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with following regulations in connection therewith.
 - a. The workers shall be required to use the equipments so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
 - b. Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

CLAUSE 25.

The contractor shall duly comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by him on the site of the work at the rates prescribed under the Maharashtra contract Labour (Regulation & Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or make short payment and the Institution makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the Institution to such workers shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Institution to the contractor here under or from any other amount/s payable to him by the institution.

CLAUSE 26.

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

CLAUSE 27.

R.A. bill will be paid as per the quantity of execution during the progress of work. The final bill will be paid only after completion certificate is issued and contractors have to submit detailed measurements of quantities and a bill thereof.

CLAUSE 28.

All payments to the Contractor $\!\!/$ agency shall be made through ECS $\!\!/$ NEFT $\!\!/$ RTGS or Crossed Account Payee cheques.

CLAUSE 29.

The Institute will not provide any housing facility to any worker or any other person. The Contractor / agency have to make their own arrangements. Institute will help in setting up of site office.

CLAUSE 30.

The Contractor / agency will have to maintain muster Roll and submit it as and when asked by the Director or Officer – in-charge for checking.

CLAUSE 31.

The Contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority connection with this work and shall pay fees or charges which are reliable on him without any extra cost to the Institute.

CLAUSE 32.

Any disputes or differences, Questions whatsoever arises from this Tender or Contract will subject to **NANDED JURIDICTION ONLY.**

ACCEPTABLE BRANDS/MAKES OF MATERIALS

- 1. List of Brands of some materials are given in table.
- 2. Despite the listing of acceptable Brands of some materials below, prior approval from the Site Engineer is mandatory in respect of any Brand/ Make to be used in the construction.
- 3. All other material not mentioned below should be ISI mark.

Sr. No.	Material	Acceptable Make/ Brand	
01	Vitrified tiles	Kajaria, Euro, Nitco, Johnson	
02	Ceramic Tiles	Kajaria, Somany, Regency, Johnson, Bell	
03	Aluminum Section	Indal, Hindalco, Jindal	
04	Sanitary Fittings	Jacquar, Parryware, Johnson	
05	Stainless steel sinks	Hindware, Nirali, Jayna	
06	CP Fittings and accessories	Jacquar	
07	Flush valve	Jacquar	
08	SWR / PVC Pipes	Supreme, Finloex, Prince	
09	G.I. Pipes	Tata, Zenith, Prakash Surya.	
10	G.I. Fittings	R. Brand, H.B. (ISI), Tata, Zenith, Prakash Surya.	
11	Putty	Birla, Shalimar	
12	Color	Asian, Goodlass	
13	Plywood	Merino, Green, Mayur	
14	Laminate (1mm thick) tinted glass	Merino, Green, Mayur	
15	Glazing (Float Glass)	Saint Gobain, Asahi, Modi	
16	Paints	Asian, Nerolac	
17	Door lock	Golden, Godrej, Pollo, Sollo, Europa	
18	Drawer Channel	Hetichh, EBCO, Life 2K, Delux	
19	Bidding	All bidding should be in teak wood	
20	All Aluminium Section	Jindal Make	
21	Particle board (12mm)	Eco board, Novapan	
22	Flush door	Green, Kamdhenu, Mayur	
23	Glass	Saint Gobin, Modi Guard	
24	Aluminum Compose Panel	Euro Bond	

SCHEDULE "A"

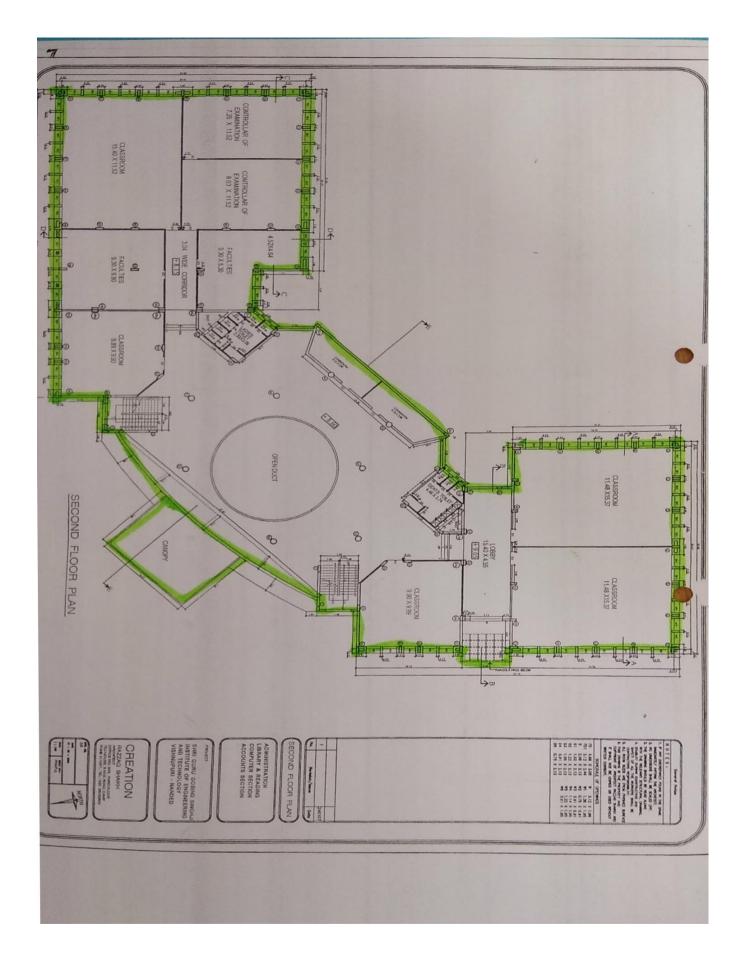
Sr. No.	Description	Remarks
01	Supply of Material by Department	Nil

$\frac{\text{SHRI GURU GOBIND SINHJI INSTITUTE OF ENGINEERING \& TECHNOOGY,}}{\text{VISHNUPURI,NANDED 431606 (M.S.)}}$

Bill OF Quantities

Item. No.	Description	Qty.	Unit	Rate	Amount
1	Providing and applying external emulsion paint (ACE or similar quality) of approved quality, colour and shade to old/new surfaces in two coats including scaffolding, preparing the surface. (including the primer coat) complete.	5400.00	Sq. M.		
			Total	amount:	

Sign and seal of contractor



FORMAT – A (To be provided in Envelop No.1)

Contractors should furnish correct information regarding his bank account. All the transaction in future will be done on following account.

Sr. No.	Particulars	
1	Name of Bank	
2	Name of Branch	
3	IFSC Code	
4	Account No.	
5	Type of Account	

I	Undertaking age	
Residency		I declare that above
mentioned all information is true and responsible for this conditions.	correct. Due to some reason this in	formation is wrong, I will be
For		
(Company Name)		
Name of signing authority/ Designation	ion / Place /Date	

SIGNATURE OF TENDERER

FORMAT – B (To be provided in Envelop No.1)

Contractors should furnish correct postal address along with E mail ID and Phone number for further communication.

A) Postal Address:			
Name :			
Street :			
Village/City:		Taluka:	
District :			
Pin :			
Date the	day of	2018	
B) Email ID :			
C) Phone No.: 1) Land Line No.:			
2) Mobile No.:			

SIGNATURE OF TENDER