M. A. I. D. C. (LTD).

Krushi Udyog Bhavan, Dinkarrao Desai Marg,

Aarey Colony, Goregaon (E), Mumbai – 400 065.

E– TENDER DOCUMENT

Replacement of AC sheet & MS trusses roof at Noga Factory, Hingana, Nagpur.

Cost put to tender	-	RS.29,82,858/-
Tender Fees	-	Rs.2,000/- plus VAT Rs. 120/-
Time period	-	90 Days
E. M. D.	-	Rs. 30,000/-
Last date of submission	-	18/04/2017 up to 16-00 hrs.

MAHARASHTRA AGRO-INDUSTRIES DEVELOPMENT CORP. LTD
(A Government of Maharashtra Undertaking)
Registered Office: Krushi Udyog Bhawan, Aarey Colony, Goregaon (East), Mumbai-65.
Phone: 8888842304, Fax-022-29272025/26, E-mail : civil@maidcmumbai.com
CIN No. U05000MH1965SGC013380

Ref.No.:- HO/Civil/NogaNagpur/E-Tender/1347/2016-17/ Dt.04/04/2017

SHORT E-TENDER NOTICE

Online e. tender in B-1 form (Percentage rate basis) for Replacement of AC sheet & MS trusses of roof at Noga Factory Hingana, Nagpur are invited by MAIDC Ltd. Mumbai-65 from reputed, experienced and eligible contractors registered in appropriate class with state/central P.W.D. The cost of work is Rs.29,82,858/- & to be completed within 90 days. Details of work and blank tender form, terms & conditions of contract & key schedule for tender activity etc. are available during 04/04/2017 to 19/04/2017 on the work site **http://mahatenders.gov.in** & on web site on http:/www.maidcmumbai.com & can be downloaded after entering the details of payment of Rs.2,120/- (Rupees Two Thousand One hundred Twenty only) through Net banking for non refundable tender fee. Tenderer will have to deposit EMD of Rs.30,500/- through net banking. Tender rate will be valid for 120 days. Right to accept or reject any or all tenders in part or full without assigning any reasons there off are reserved with the competent authority of M.A.I.D.C. Ltd.

Dy. Gen. Manager (Civil Engg.)

Envelopes

Envelope 'T-1' Technical Bid should contain following documents –

1) Copy of Registration Certificate of Firm/Contractor with PWD/CPWD.
2) Corporate Identity Number i.e. CIN No. if applicable.
3) Copy of PAN & Tax deduction and Collection Account Number (TAN)
4) List of work done & work in hand.
5) Copy of Sales Tax Registration (VAT & CST) VAT Registration and Clearance Certificate.
6) Details of bidder's turnover of last three years.
7) If required ,the interested bidder may submit the technical details in our office (during office hours from Monday to Friday) to obtain the Vendor's Registration Certificate which can be uploaded in the technical bid envelope 'T-1'. If this Certificate is not obtained, the bidder will have to upload the technical details in envelope 'T-1' at the time of bid preparation. The tender should be submitted online as per key dates of the schedule.

Envelope 'C-1' Price Bid should be submitted online only.

Quoted rate should be inclusive of all taxes, levies, duties as in force & applicable from time to time. **Bidders are requested to quote the rate in figures as well as in words in the space provided below the 'Schedule B'.**

The Envelope C-1 is to be uploaded online according to the key dates of the Tender Schedule. Bidder shall not be able to fill any bid/quote once the Bid Preparation date is expired. If any discrepancy is found in submission of tender as specified above, the tender offer is liable to be rejected.

Tender offer will be opened as per the schedule mentioned in the e-tender notice. The online tender opening will be done at our Goregaon office on the scheduled date in presence of tenderers or their representative if present at the time of opening. The envelope 'T-1' will be opened first. If the technical bid documents are found satisfactory while scrutiny, then only the bidder will be shortlisted to open the commercial bid.

Dy. General Manager (Civil Engg..)

Instructions for the Bidders :

1. Bidders are requested to visit the website http://mahatenders.gov.in and go through the "e-tendering Tool Kit" wherein the all basic **know how** (detailed help documents designed for bidders) of the e-tendering stages are given.

2. For any sort of assistance, please refer 24x7 Help Desk nos. 18003070-2232, Mobil No. 91-7878007972 & 91-7878007973, E-mail : cppp-support@nic.in

3. Login ID & password to be created on the above website.

4. Class II or Class III Digital signature (e-token) with signing, verification, and encryption and decryption certificates is essential. Bidders may purchase this from any reliable sources. The bidders are required to sign the bid data using above Class II or Class III digital signature as per the Information Technology Act, 2000. The digital signatory should be the authorized representative of the organization/bidder.

5. Tender form fee Rs.2,120/- (Rupees Two Thousand one Hundred Twenty only) is to be paid online for the downloading of Tender Form and bid preparation. Earnest Money Deposit Rs.30,500/- (Rupees Thirty Thousand Five Hundred only) is to be paid online though net banking. (EMD will not carry any interest.)

6. The various activities/stages of e-tendering procedure for the bidders as well as for MAIDC are date & time locked. Hence bidders are requested to execute all the activities related to tender downloading, bid preparation & bid submission strictly as per the tender schedule (key dates).

7. This tender is strictly online e-tender. No manual bids will be accepted by MAIDC.

8. MAIDC reserves the right to accept or reject any or all tenders either in part or in full without assigning any reason whatsoever.

9. **Bidders who are using SB MOPS , other banks Internet Banking are requested to make online payment four days in advance.**

10. Tenders will be opened at **11.00 Hrs. on the scheduled date i.e 19/04/2017** in the presence of bidders or their representatives.

Dy. General Manager (CE.)

The Tender schedule (key dates)

Sr. No	Stages	Start Date & Time
1	Release of tender	12.00 Hrs of 04/04/2017
2	Bid preparation & Tender closing	16.00 Hrs of 18/04/2017
3	Technical bid opening	11.00 Hrs of 19/04/2017
4	Commercial bid opening	14.00 Hrs of 19/04/2017

Information Officer:

Shri. S.P. Thosar **Mobile No. 8888842304**
Dy. Manager (Civil) **Land line 022 28719368**

Information of contractor

Name of the company/Contractor	
Registered office address	
Address for correspondence:	
Name of the authorized signatory	
Designation of the authorized signatory	
Mobile No. of the authorized signatory	
Name of the other contact person	
Designation of the contact person	
Mobile No of the contact person	
Land line Nos. of the company	
Fax Nos. of the company	
e-mail address of the company & concerns	
VAT TIN No. (Maharashtra sales tax)	
CST Registration No.	
PAN of the company	
E.S.I C. Registration No.	
P.F. Registration No.	
Bank details of the company a) Beneficiary Name b) Credit account No. c) Centre (Location) d) Bank Name e) Branch address f) Account type g) IFSC Code	

Note : Also please enclose a cancelled cheque of above account for our ready reference.

Name & Designation of
Authorized signatory

Authorized Signature of
Bidder with seal & Date:

Date: 04/04/2017

To,
Dy. Gen. Manager (Civil Engg.)
M.A.I.D.C. Ltd.
Head Office, Goregaon (East)
Mumbai-65

Sub: Replacement of AC sheet & MS trusses of roof at Noga Factory Hingna.
Ref: - Your e.Tender Number-00009 Dt.19/12/2016

Dear Sir,

With reference to the e. tender notice for the above proposed work. I/We write this after having.

a) Examined designs, drawing details, specifications, schedule of quantities instructions to contractor, draft of agreement and conditions annexed there to (here-in-after called contract documents) relating to the proposed work of at Noga Factory Hingana.

b) Visited & examined the site of proposed work.

c) Acquired the requisite information as affecting tender invited by you on behalf of M.A.I.D.C. Ltd., Mumbai-65.

I/We undersigned here by offer to execute contract, complete and maintain the proposed work in strict accordance with the contract documents for consideration to be calculated in terms of price, schedule of quantities.

I/We undertake to complete and deliver the whole of work within 90 **Days** from the date of intimation by you that, your tender has been accepted and upon receiving possession of site. I/We further undertake that, on failure subject to the condition of contract, relating to the extension of time, I/We shall pay damaged to the M.A.I.D.C. Ltd., a sum named in appendix to the condition of the contract as “Liquidated damages” for the period during which the work shall remain incomplete.

We hereby deposit with you Earnest money of **Rs30,500/-** (Carrying no interest) & I/We do here by agree that, this sum shall be forfeited by M.A.I.D.C Ltd. in the event of this employer accepting my/our tender and I/We fail to take up the work when called upon to do so.

I/We do agree to pay additional amount to make sum equal to 2.0% of contract value at the time of signing the contract documents, when called upon to do so being Initial security deposit (Rs. 60,000/-) for the due performance of the contract. (Carrying no interest)

I/We further agree to deduction from interim payment at 5% of the bill value of the work done, as retention percentage till the total retention on account of security deposit becomes, to 5% of final value of work or contract value whichever is more. I/We further agree to the deductions for Income tax, M-VAT/Works contract Tax, Building Labour Welfare Cess & other statutory taxes, and P.F.contribution as applicable. It will be my /our responsibility to deposit the E.S.I contribution for the labours engaged on site directly with E.S.I authority & will submit the challans in proof there off. I /We know that, the final bill will not be released if E.S.I. challans are not submitted. I /We will indemnify the liability of corporation in respect of E.S.I. It will be our responsibility to pay/comply the Service Tax. We agree that no rise/escalation will be given in rates for what so ever reason. WE will abide by the rules & regulations of the Corporation & same will be binding on us.

Thanking You,

Yours faithfully,

Signature of Contractor or authorized person

With seal & stamp of company

ANNEXURE-II
(SUMMARY OF CONTRACT)

Name of the work	:-	Replacement of AC sheet & MS trusses roof at Noga Factory Hingana.
1. Earnest Money	:-	Rs.30,500/- (carrying no interest)
2. Initial Security deposit	:-	Rs 60,000/- (carrying no interest)
3. Period for completion	:-	90 Days (But as per convenience & urgency of Corporation.
4. Penalty for delayed period	:-	Rs.5,000/-per week, (Maximum 5% of work value.)
5. Defect liability period	:-	Six Months after completion of work.
6. Retention percentage for security deposit	:-	5 % of value of work done will be deducted from each bill till total retention on a/c of security deposit becomes 5 % of final work or contract value which ever is more.
7. Income tax & surcharge	:-	I.Tax including surcharge & cess shall be recovered as per Govt. rules.
8. Works contract Tax/ M-VAT	:-	As per rule i.e. 2% for registered & 4% for un- registered contractors.
9. Service Tax & cess	:-	As applicable & will be the responsibility of contractor to deposit/Pay Service Tax to appropriate authority.
10. E.S.I.C.	:-	If applicable, contractor will have to deposit 6.50% of Labour Cost to E.S.I Towards contribution for his labours engaged on site directly & submit the challans in proof there off. Final bill will not be released if E.S.I. challans are not submitted. Contractor will indemnify the liability of corporation in respect of E.S.I .C.
11. Provident Fund	:-	Contractor will be responsible for depositing provident fund for his workers engaged on site as applicable & will submit the challans in proof there off. Otherwise,contractor should submit declaration u/s. 11for workers engaged on site along with muster & wages details.
12. Period for final measurements	:-	Two Months
13. Water & Electricity	:-	At free of cost.
14. Detailed specifications	:-	Relevant P.W.D. Red book specifications will be applicable
15. Labour Welfare fees	:-	As applicable by Govt. of Maharashtra. Present Rate of deduction from bill is 01 % of work value.
15. Honoring of certificate	:-	Rs.5, 00,000/- & above. For R.A.Bill

Dy. G.M. Manager,(Civil Engg.)
M.A.I.D.C. (LTD).

Signature of Contractor with Seal

THE MAHARASHTRA AGRO INDUSTRIES DEV. CORPORTION Ltd.

// TERMS AND CONDITIONS //

1. Material required for the work such as cement, sand, M.S., reinforcement, MS. Structural steel, Metal & construction material etc. shall be procured by contractor at his own cost.

2. The tendered rates shall be inclusive of all taxes including Sales tax, Service tax, Labour cess,M-VAT/ works contract tax/ and transport/carriage etc. and nothing extra will be paid towards these. The offered rate will be valid for 120 days after opening of tender.

3. Recoveries from bills shall be done to comply the statutory requirements as applicable such as Income Tax, M-VAT/ works contract tax, PF contribution, Labour cess etc. Contractor will have to deposit the contribution for E.S.I. of his labours directly to E.S.I. office.

4. M.A.I.D.C. reserves the right to change/modify the quantity of items i.e. increase or decrease or delete any times, without any reason & without any extra cost or compensation for such changes.

5. Time of completion of the work is 90 **Days**.

6. The contractor shall strictly abide by the Government labour Laws and indemnify M.A.I.D.C. from any such liabilities.

7. The contractor shall get requisite insurance policies for his workers engaged on site.Corporation will not give any compensation to workers on site for whatsoever reason. It will be the responsibility of contractor & contractor will indemnify the Corporation from any such liability.

8. M.A.I.D.C. reserves the right to accept any tender in full or part or reject any or all tender without assigning any reason there off.

9. Tender without EMD will not be considered (EMD caring no interest). Successful bidder shall pay initial security deposit as mention in annexure and the balance security deposit shall be recovered @ 5 % from interim bills till completion of total Security Deposit. (Carrying no Interest)

10. Total security deposit shall be released after expiry of Defect liability period of Six Months or one monsoon whichever is later subject to no defects are observed.

11. Contractor shall submit the experience certificate with the tender with all details such as address, phone & cell no. of concern authorities and work particulars etc.

12. Water & Electricity will be made available at one point near work site at free of cost. Further distribution work & its storage, required for work will have to be arrange by the contractor at his own cost.

13. The work shall be done strictly as per PWD Red book specifications and workmanship shall be of best quality.

14. Materials for the work shall be approved by authority before procuring the total quantity. Use of under size / underweight section as well as over weight /heavy weight section will not be permitted.

15. Any dispute arising there-of or in relation of this contract shall be subject to the jurisdiction of the Mumbai Court .The Hon Managing Director will be the sole Arbitrator in the matter & decision taken by Managing Director will be final conclusive & binding upon the contractor.

16. M.A.I.D.C. Ltd., is not responsible for any injury / mis-happening or accident caused due to negligence or mischief of your representative / workers while carrying out the work.

17. The item specification shall be as per P.W.D. of Govt. of Maharashtra where ever applicable.

18. If so directed, contractor will have to execute the extra items. The rates for such extra items will be paid as per rate analysis based on similar tender items/ current DSR / market rates in the same order. The analysis done by the authority will be final and binding.

19. Similarly if any tender item is executed partly or some factors of the items are changed the rate will be paid as per analysis by procedure stated in term No. 19.

20. No escalation clause will be applicable for any reason.

21. Contractor will be responsible for deposition of the employees and employers monthly contribution of P.F.& E.S.I. directly to concerned office directly under proper head and show M.A.I.D.C. Ltd. the copy of challans and muster of labours engaged for the work. Final payment will not be released if E.S.I. & P.F. challans are not produced. Contractor is also responsible for depositing service tax or any other tax other than deducted by MAIDC as statutory deductions.

Dy. Gen. Manager (Civil Engg)
MAIDC Ltd

The above terms & conditions are accepted by me / us.

Signature & Seal of Contractor

THE MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.

KRUSHIUDYOG BHAVAN AAREY MILK COLONY, DINKARRAO DESAI MARG,
GOREGAON (EAST), MUMBAI 400065.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Terms and conditions hereinafter shall be binding on the tenderer & MAIDC Ltd. These terms and conditions shall come into effect immediately when the tenderer submit his tender along with Earnest Money Deposit to MAHARASHTRA AGRO-INDUSTRIES DEVELOPMENT CORPORATION LTD.

2. DEFINATION & INTERPRETATION:

In this contract for the General and Special terms and conditions the words will have the following meanings unless the context otherwise requires.

a) "Acceptance of tender" means the letter or memorandum communicating to the tenderer for acceptance of this tender.

b) "Contract" means invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified. In the acceptance of tender that includes repeat order which has been accepted or acted upon by the tenderer.

c) "Tenderer" means the person/firm/company with whom the contract is made and includes his legal heirs, executers, administrators or successors and permitted assigns, as the case may be.

d) "Corporation" means any person who is authorized by Managing Director of Maharashtra Agro Industries b Development Corporation Ltd. to deal with the tenderer.

e) "Managing Director" means Managing Director of Maharashtra Agro Industries Development Corporation Ltd.

f) "Officer" means any person who is authorized by Managing Director of Maharashtra Agro Industries Development Corporation Ltd. To deal with the tenderer.

3. PARTIES:

The parties to the contract are the tenderer and the Corporation

4. SUBMISSION OF TENDER :

Tenderer should submit their tender via e-tendering system on site **"https://mahatenders.gov.in"**

5. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE TENDERER:

A person signing the tender or any documents in respect of the contract on behalf of the tenderer without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person who is signing had no authority to do so, the Managing Director may, without prejudice to any other right to remedy of the Corporation, cancel the contract in the part or full and or Corporation get the required work executed from other agency at the risk and cost of such a person and hold such person liable to the Corporation for all cost damages arising from the cancellation of the contract including any loss which the Corporation may sustain on account of such. Contract/ Contractor.

6. Address of the tenderer and notice and communications shall be sent unless the tender has noticed the change by separate letter containing no other communication and sent by Registered Post acknowledgement due to the Managing Director or to the officer. The tenderer shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid. Any communication and notice on behalf of the Corporation, in relation to the contract may be issued to the tenderer by office and all such communication and notices may be served on the tenderer either by registered post or under certificate of posting or by ordinary post or by hand delivery at option of such officer.

7. AUTHORITY OF THE MANAGING DIRECTOR

For all the purposes of the contract including arbitration proceeding therein, the Managing Director and/or officer shall be entitled to exercise all the rights and powers of the Corporation.

8. The Corporation shall scrutinize all the tenders received by them. The tenders shall be opened on the day and time fixed in advance. The tenderer shall be at liberty to remain present at the time of opening tenders. After scrutinizing the tenders it shall be the right of the Corporation either to accept a single or more tenders and/or to reject any one or all the tenders. The Corporation shall not be bound to give any reason either for acceptance or rejection of tender.

9. EARNEST MONEY

a) Those who are not Govt. Undertaking or do not have govt. participation, tenderers shall along with his tender, deposit online the sum of Rs.18,500/- at the time of bid preparation by net banking only No tender shall be accepted without Earnest Money Deposit of Rs.30,500/-. No interest shall be paid on the amount of earnest money.

b) That if the tenderer backs out after submission of tender (within the validity period of the tender) and on before or after acceptance of his tender (either whole or in part) the Corporation shall have right to forfeit the amount of earnest money deposit.

c) Amount of earnest money shall be refunded within a maximum period of 120 days from the date of opening the tenders to the tenderer whose tenders are not accepted by the Corporation. In case of tenderers whose tenders and or tender are/is accepted by the Corporation, their amount of earnest money deposit shall remain with Corporation till the accounts are settled.

10. SECURITY DEPOSIT.

a) Those who are not Govt. Undertaking or do not have Govt. participation shall be required to pay Security Deposit. The tenderer whose tender is accepted by the Corporation shall deposit an amount of Security Deposit equivalent to 2.0% of the value of the contract for order is placed on him by the Corporation. The amount of Security Deposit shall be deposited by the tenderer in cash or in the form of D.D. for equivalent amount Rs.60,000/- (carrying no interest).

b) The Security Deposit (above mentioned) shall be retained by the Corporation during the period of contract, till the settlement of the accounts/transactions arising out of the contract.& No interest shall be paid on the amount of Security Deposit & up till the defect liability period is over.

c) If the tenderer fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the Corporation to forfeit either in whole or in part the Security Deposit deposited by the tenderer. Same as aforesaid if the tenderers duly perform and complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by the “OFFICER”, the Corporation shall refund the Security Deposit to the tenderer after deduction of all cost and other expenses that the Corporation may have incurred and all dues and other moneys including of losses and damages which the Corporation is entitled to recover from the tenderer.

11. VALIDITY OF TENDER:

The rates offered by the tenderer shall be valid for acceptance for minimum of 120 days from the date of opening of tender.

12. RATES:

a) The rates specified in the tender should be inclusive of MVAT (M-VAT/CST may be mentioned separately) but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the supply. Any other taxes, duties, levies by whatever name called imposed and leviable on the material sold/purchased in pursuance of this contract will be borne by the tenderer.

b) No rate revision will be considered during the period of contract. However any increase/decrease in the statutory Levis will be considered on producing the concerned notification & proof of payment or any other related documents desired by MAIDC Ltd. However, the variation in the statutory duties on account of business turnover/status shall not be considered.

13. RISK & COST

The submission of tender along with the Terms & Conditions duly signed and sealed by the tenderer will be deemed as acceptance of the Terms & Conditions by the tenderer. Once the rates offered by the tenderer are accepted by the Corporation and that if the tenderer backs out after submission of tender and/or acceptance of his tender, the Corporation shall have right to get the work Corporation on the risk & cost of the tenderer. The losses so incurred by MAIDC Ltd. shall be made good by the tenderer.

14. TAXES:

a) The tenderer should quote the rate inclusive of all taxes. He shall also have to quote his VAT/CST registration number.

b) That in case the excise duty is applicable and payable on the material and if rates quoted by the tenderer are inclusive of excise duty, the tenderer shall have to furnish necessary documentary proof to prove that the excise on the material has been paid by the tenderer. This has to be submitted along with the invoice of the material (the percentage of excise duty applicable/ payable on the material will have to be indicated in the tender).

15. WITHHOLDING OF LIEN IN RESPECT OF SUMS CLAIMED

Whenever any claim or claims for payment of sum of money arise out of or under the contract against the tenderer, the Corporation shall be entitled to withhold also for a lien to retain a sum or sums in whole or in part from the pending bills and 'EMD' of the tenderer for the aforesaid purpose the Corporation shall be entitled to withhold said pending bills and EMD and also for a lien over the sum pending finalization or adjudication of any such claim. In the event of pending bills and EMD being sufficient to cover the claim amount or amounts or if no pending bills and EMD are there from the tenderer, Corporation shall be entitled to withhold and have a lien to retain to the extent of such a claim amount or from any sum of amount referred to be found payable or which at any time thereafter may become payable to tenderer under this contract or any other contract with the Corporation. If it is an agreed terms or the contract against the sum of money or moneys so withheld or retired under the lien referred to above, by the Corporation till the claim arising out of or under the contract is determined by the arbitrator or competent court as prescribed hereafter, the tenderer will have no claim interest or damages whatsoever or any action in respect of such withholding or retention under the lien referred to and duly notified as such to the tenderer, for the purpose of this clause whether the tenderer is partnership firm or limited company, the Corporation shall be entitled to withhold and also have lien to retain towards such a claim the amount or amounts in hold or in part from any sum found payable to any partner limited company as the case may be whether in individual capacity or otherwise.

16 The tenderer shall agree that it will indemnify and hold MAIDC harmless at all times from and against all claims, demands, actions, suits and proceedings of whatsoever nature made, which MAIDC may suffer or incur and which arise out of tenderer's breach of any Terms & Conditions of this contract or breach of any representations or warranties made by the tenderer or any liability incurred or claimed against MAIDC by any person whatsoever with regard to quality contents, characteristics of the material supplied under this contract or for any breach or alleged breach or infringement of any Intellectual Property Rights (IPR) of MAIDC or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by MAIDC directly or indirectly as a result of arising out of the foregoing or breach or nonobservance. Without prejudice to the above, it will also be specifically agreed by tenderer that it will indemnify MAIDC against any loss suffered by MAIDC on account of quality problems.

17 LAWS GOVERNING THE CONTRACT

This contract shall be governed by the laws of India for time being in force. Irrespective of the place of delivery, the performance or the place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of the tender has been issued.

18 JURISCDICTION OF COURTS

The courts of the place from where the acceptance of the tender has been issued, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

19 Managing Director/Officer may at any time by notice in writing similarly determine the contract without compensation to the tenderer in any of the following events i.e. to say:

a. If the tenderer being an individual, or if a firm any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or ordered to administration of his a state made against him or shall take any proceedings for composition under any insolvency at for the time being in force or make any conveyance or assignment of his effects or enter into arrangement or composition with his creditors or suspend payments or if the firm is solved under the partnership act.

OR

b. If tenderer being a company is wind up voluntarily or by the order of tenderer receiver ,liquidator or manager or behalf of the debenture holder is appointed or circumstances shall have arisen which entitled the court or debenture holder to appoint receiver, liquidator or manager.

20 ARBITRATION

In the event of any dispute or differences arising out or relating to, under or in respect of this contract, the same shall be referred at the written request of either party to a sole arbitrator to be appointed by Managing Director of MAIDC Ltd. in accordance with the Arbitration and Conciliation Act, 1996 and the Rules, if any, made there under and any statutory modifications or re-enactment thereof. The venue of arbitration proceedings shall be at Mumbai. Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties.

21 If at any point, proceeding, during or after the currency of the present tender it is found that the concerned supplier has tried/has approached any of the official of the Corporation to influence outcome of the tender, the supplier concerned shall be summarily debarred from any further dealings with the Corporation.

22 The tendered and the Corporation shall not be responsible for delay and/or breach of performance on account of force majeure conditions if and to the extent caused by matters beyond the reasonable control of the parties but not limited to the acts of God, acts of Govt. authority, strikes, lockouts, trade disputes or concerned acts of workmen lasting over 15 days, fires, floods, severe draughts, earthquake, explosion, riots, war break down. However, the party affected by such force majeure situation shall intimate the other party forthwith. In the event to supply the required quantity on account of labour problems or situation arising out of force majeure, intimation in writing shall be given to MAIDC by the tendered, and on such intimation the liability to supply under this contract shall ceased until such problem or circumstances prevailed. If labour problems persists for more than 2 months and the tendered is unable to fulfill its obligations, MAIDC has option to terminate this contract by giving written notice to this effect.

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We have read the above terms and conditions of the tender and hereby confirm that the same are accepted and binding on us.

Authorized Signature of tenderer with seal

MAHARASHTRASHTRA AGRO-INDUSTRIES DEVELOPMENT CORPORATION LIMITED

(A Govt. of Maharashtra Undertaking)

SCHEDULE - B

Name of Work : Replacement of AC sheet & MS trusses roof at Noga Factory Hingana.

Item No.	Ref. to Schedule or Market Value	Item	Qty.	Rate	Unit	Amount
1	As directed by Engr. I/C	Removing G.I. or A.C. Sheet roofing including purlins, principal rafters etc. including sorting serviceable and unserviceable materials, stacking the same as and where directed in the compound including scaffolding etc. complete.	700	34/-	Sq. Mtr.	23,800/-
2	As directed by Engr. I/C	Miscellaneous provision for shifting dismantled M.S. material within the factory premises etc. completed.	Job Work	1,00,000/-	Job Work	1,00,000/-
3	As directed by Engr. I/C	Removing the old A.C. ricges from its position including stacking the serviceable for re- use etc.	32	100/-	Mtr.	3,200/-
4	Bd.R.8 /Page 454	Providing and fixing 6.00 mm thick Asbestos cement Semi ridge capping for roofing including galvanised iron hooks, bolts, galvanised iron an bituminous washers, galvanised iron clamps, bolts and nuts including scaffolding complete.	32	364/-	Mtr.	11,648/-
5	As directed by Engr. I/C	Dismantling the existing damaged trusses from its position including stacking in premises including cutting & Welding & Scaffolding etc.(without damaging the other structures.)	8	15,000/-	No.	1,20,000/-
6	As directed by Engr. I/C	Removing purlins from roof including stacking as directed with all leads, lifts, etc. complete.	750	6/-	Mtr.	4,500/-
7	As directed by Engr. I/C	Dismantling the R.C.C. work in C. C. 1:2:4 and sorting out the materials such as steel etc. as directed and stacking them within the specified lead as directed.	5	1,167/-	Cum	5,835/-
8	As directed by Engr. I/C	Removing lime or lean cement concrete including stacking the spoils as directed with all leads, lifts, complete.	5	237/-	Cum	1,185/-
9	As directed by Engr. I/C	Making openings in wall for removing embedded bracing and runners including necessary scaffolding and stacking the debries in the premises etc.	30	250/-	No.	7,500/-

10	Bd.F.5 /Page 300	Providing and casting in situ cement concrete in M-20 of trap/ granite/ quartzite/ gneiss metal for R.C.C. columns as per detailed designs and drawing or as directed including centering, formwork, cover blocks compacting and roughening the surface if special finish is to be provided and curing complete. (Excluding reinforcement)With fully automatic micro processor based PLC with SCADA enable reversible drum type concrete mixer. With natural sand.	5	6,855/-	Mtr.	34,275/-
11	Bd.G.5 /Page 315	Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in super structure including striking joints ,racking out joints ,watering & scaffolding complete.	3	4,911/-	Cum	14,733/-
12	Bd.E.3 /Page 288	Providing and casting in situ cement concrete in M-20 of trap/ granite/ quartzite/ gneiss metal for R.C.C. coping to plinth or parapet and sill of doors and windows moulded or chamfered as per detailed drawings or as approved by the Engineer including centering, formwork, cover blocks compacting and roughening them if special finish is to be provided and curing complete. (Excluding reinforcement) With fully automatic micro processor based PLC with SCADA enabled reversible drum type concrete mixer with natural sand.	4	5,083/-	Cum	20,332/-
13	Bd.L.7 /Page 369	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 kg per cement bag, curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4, finishing the surface by taking out grains and curing for fourteen days scaffolding etc. complete.	75	422/-	Mtr.	31,650/-
14	Bd.R.7 /Page 453	Providing and fixing 6.00 mm thick Asbestos cement corrugated (Big size) sheet roofing including galvanised iron 'J' or 'L' hook bolts galvanised iron band bituminous G.I. washers, galvanized iron clamps and bolts and nuts and scaffolding complete.	725	464/-	Mtr.	3,36,400/-

15	Bd.R.7 /Page 453	Fixing 6.00 mm thick Asbestos Cement Corrugated (Big size) sheet roofing including galvanized iron 'J' or 'L' hook bolts galvanised iron band bituminous G.I. washers, galvanised iron clamps and bolts and nuts and scaffolding complete.(Laobur Rate)	100	203/-	Sq. Mtr.	20,300/-
16	As directed by Engr. I/C	Providing & fixing 20 MM die M.S. foundation bold, Nut & washers 75 cm long with necessary hold fast etc	120	500/-	No.	60,000/-
17	As directed by Engr. I/C	Providing structural steel work in trusses, other similar trussed purlins and members with all bracing, gussed plates etc. as per detailed designs and drawings or as directed including cutting, fabricating, hoisting, erecting fixing in position, making riveted/ bolted/ welded connection and one coat of anticorrosive paint and over it two coats of oil painting etc. complete.	25000	87.50/-	Kg	21,87,500/-
						2,982,858/-

(S.P. Thosar.)
Dy. Mgr. (Civil)

I/We am/are ready to execute the work as per above mentioned schedule, at the estimated rates/_____% above/below the estimated rates. I/We declare that the above quoted rates are inclusive of all Taxes such as Income Tax, M-VAT/Works Contract Tax, Service Tax, E.S.I.C. Contribution, Labour Welfare cess for Construction workers etc. as applicable and contribution towards P.F. of workers, Insurance etc. I/We will be fully responsible for any accident occurred at work site to my/our workers & I/We will indemnity MAIDC Ltd. from any liability arised due to the accident if any. I/We also agree for reduction or increase of quantity of any item as per your decision. Execution of extra items at DSR rates or at the approved rates by you, will be binding on us. I/We also agree that escalation in rates will not be considered for what so ever reason.

PAN NO.

TAN NO. Signature and Seal of Contractor.

Mobile No.