

The Maharashtra Agro Industries Development Co. Ltd



Krushi Udyog Bhavan, Dinkarrao Desai Marg,  
Aarey Colony, Goregaon (E), Mumbai – 400 065.

## **E – TENDER DOCUMENT**

**ACID PROOF TILE FLOORING, GLAZED  
TILE DADO & POLISHED SHAHABAD  
FLOORING IN CANNERY, PROCESS HALL  
& BOTTLING AREA, R.M. GODOWN,  
WORK SHOP, TANK & STILL WASTE  
YARD AT NOGA FACTORY, MIDC AREA  
HINGNA, NAGPUR.**

<b>Cost put to tender</b>	-	<b>Rs. 37,94,800/-</b>
<b>Tender Fees</b>	-	<b>Rs.5,000/- plus G.S.T @12% = Rs.5,600/-</b>
<b>Time period</b>	-	<b>Three ( 03 ) months</b>
<b>E. M. D.</b>	-	<b>Rs. 38,500/-</b>
<b>Last date of submission</b>	-	<b>05/10/2017 up to 14.00 hrs.</b>



# 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/NFN/ E-Tender/1377/2017-18/ 6782

Dt.21/09/2017

## SHORT E-TENDER NOTICE

Online E- tender in B-1 form (Percentage rate basis) for acid proof tile flooring, glazed tile dado & polished Shahabad flooring in cannery, process hall & bottling area, R.M. Godown, Work shop, Tank & Still Waste yard at Noga Factory, MIDC area Hingna, Nagpur from reputed, experienced and eligible contractors registered in appropriate class with State/Central P.W.D (work above Rs.30,00,000/-) who carrying out or had carrying out similar nature of works, excluding those who are blacklisted, demoted & debarred in P.W.D.,C.P.W.D. & other Government/ Semi Govt. Organization in India. Joint ventures or Consortium will be allowed for this tender. The cost of work is Rs.37,94,800/- & to be completed within 3 months. Details of work and blank tender form, terms & conditions of contract & key schedule for tender activity etc. are available during 11.00 hrs of 21/09/2017 to 14.00 hrs of 05/10/2017 on the work site <http://mahatenders.gov.in> & on web site on <http://www.maidcmumbai.com>.

The details of tender are as under :-

Sr. No.	Name of work	Estimated Cost Rs.	Contract period	E.M.D. Rs.	Cost of e-Tender Rs.
1	Providing & laying Acid roof mandana stone, polished Shahabad stone flooring, glazed tile dado at Noga Factory, MIDC Area, Hingana, Nagpur	37,94,800/-	3 months	38,500/-	5,600/-

Tender copy can be downloaded after entering the details of payment of Rs.5,600/- (Rupees Five Thousand Six Hundred Only) through net banking for non refundable tender fee. Tenderer will have to deposit EMD of Rs 38,500/- through net banking. Tender rate will be valid for **120 days**. Right to open any bid without eligibility as well as 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 Goods & Service Tax Registration Certificate.
- 6) Details of last three years turnover..
- 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.
- 8) Proforma No I to Proforma No VI - B

### **Envelope ‘C-1’**

Price Bid should be submitted in envelope C -1 & 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.

### **Condition regarding Performance Security**

Following action shall be taken about making available Demand Draft of performance security /returning Demand Draft etc.:

- (a) Demand Draft shall be drawn on the name of **MAIDC Ltd. payable at Mumbai.**
- (b) Demand Draft shall be drawn from Nationalized or Scheduled banks.
- (c) Validity of Demand Draft shall be minimum 3 months from the date of submission of tender.
- (d) Scanned copy of Demand Draft shall be uploaded by the contractors at the time of e-tendering .
- (e) Contractor should submit Demand Draft of Performance security deposit in sealed envelope at our Goregaon office on the above address. Within 5 working days from the date of submission of tender. Name of work and e-tender no. shall be written on the envelope. Demand draft should be drawn from nationalized bank & it should be in the name of **MAIDC Ltd. payable at Mumbai. If demand draft is not reached our office within schedule period of Five (5) days, the tender & the offer will be treated as invalid & same will be rejected. Postal delay for not receiving DD in time, will not be consider for validation of tender.**
- (f) It is essential to have Bank's MICR and IFSC code no. on demand draft.
- (g) On opening the tender, if papers in Envelope no.1 don't fulfill the essential qualification requirements, then DY Gen Manager (Civil Engg) shall return the envelope of Demand Draft to concerned contractor within 7 days from the date of opening of tender.
- (h) Offer in envelope no.2 shall be opened for those contractors whose documents in envelope no.1 fulfill the essential qualification requirements It will be the managements right to open commercial bid though it is invalid on technical ground. The offer in envelope 2 without demand Draft of appropriate amount of performance security shall be treated as invalid offer .
- (i) The Performance Security Deposit will not carry any interest.
  - i. Demand draft of performance security deposit except the first two lowest bidders will be returned after 10 days from the opening of the tender.
  - ii. Demand Draft of second lowest tenderer shall be returned within 3 days after issuing work order to the lowest tenderer.
  - iii. The contractors submitting false documents/Demand Draft in above process shall be forfeited and registration of the said contractors shall be cancelled for 1 year. For this, Managing Director of MAIDC ltd shall have full authority.
  - iv. Dy Gen Manager (CE) shall issue the work order only after en-cashing the Demand Draft of the lowest tenderer.
  - v. Dy.Gen Manager (CE) will return the Performance Security to contractor within 3 months, after satisfactory completion of the work.

**Condition For Financial Offer.**

- i) If the tenderer quotes his offer more than 1 % to 10 % below (the cost put to tender, then he should submit the Demand Draft of the amount equal to 1 % of cost put to tender as performance Security, in envelope no. 2 of tender. (Scanned copy shall be submitted.) This will be in addition to EMD.
- ii) If the offer quoted is more than 10 % below the cost put to tender, the tenderer shall submit the Demand Draft of the cumulative amount which is equal to the amount by which offer is more than 10 % below plus the amount as per (i) above in envelop no. 2 of tender. (Scanned copy shall be submitted) (For example, for 14% below rate : 1 % + (14 % - 10 %) i.e. 4 % thus total 5 %)
- iii) If tenderer quote below percentage, he has to upload separate appropriate amount of demand draft for each work, thus for every work there must be separate D.D. The offer in envelope 2 without demand draft of appropriate amount of performance security shall be treated as invalid offer.

**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. 1800-3070-2232, Mobil No. 91-7878007972 & 91-7878007973, E-mail : [cphp-support@nic.in](mailto:cphp-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.5,600/- (Rupees Five Thousand Six Hundred Only) is to be paid online for the downloading of Tender Form and bid preparation. Earnest Money Deposit Rs.38,500/- (Rupees Thirty Eight Thousand Five Hundred only) is to be paid online through 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 SBI MOPS, other banks Internet Banking are requested to make online payment four days in advance.**
10. Tenders will be opened at 14.00 Hrs. on the scheduled date i.e 06/10/2017 in the presence of bidders or their representatives.

**Dy. General Manager (CE.)**

**The Tender schedule (key dates)**

<b>Sr. No</b>	<b>Stages</b>	<b>Start Date &amp; Time</b>
1	Release of tender	16.00 hrs of 21/09/2017
2	Bid preparation & Tender closing	14.00 hrs of 05/10/2017
3	Technical bid opening	14.00 hrs of 06/10/2017
4	Commercial bid opening	16.00 hrs of 06/10/2017

**Information Officer:**

**Shri. Mahendra Borse**  
**Dy. Gen. Manager (Civil Engg)**

**Mobile No. 8888842287**  
**Land line 022 28719387**

**Shri. S.P. Thosar**  
**Dy. Manager (Civil Engg)**

**Mobile No. 8888842304**  
**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	
Goods & Service Tax Registration number	
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: 05/10/2017

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

**Subject:- Acid proof tile flooring, glazed tile dado & polished Shahabad flooring in cannery, process hall & bottling area, R.M. Godown, Work shop, Tank & Still Waste yard at Noga Factory, MIDC area, Hingna, Nagpur.**

Ref: - Your E-Tender Number - 6782 dtd. 21/09/2017

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 Nagpur.
- 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 3 months 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 Rs.38,500/- (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.77,000/-) for the due performance of the contract (Carrying no interest).

If required, I/We do agree to submit the demand draft of Performance security deposit at your office within Five (5) days from opening of the tender. Failure to that my / our tender shall be rejected.

I/ We further agree for 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 for the deductions on account of Income tax, Goods & Service Tax (C.G.S.T. & S.G.S.T.) as per prevailing rates & other statutory taxes etc. as applicable. It will be any/our responsibility to pay employees & employers contribution towards provident fund & E.S.I. for the workers engaged on site. We will indemnify MAIDC (Ltd) from same. We agree that no rise/ escalation will be given in rates for what so ever reason.

Thanking You,

Yours faithfully,

Signature of Contractor or authorized person  
With seal & stamp of company

**ANNEXURE-II**  
**(SUMMARY OF CONTRACT)**

Name of the work	:-	Acid proof tile flooring, glazed tile dado & polished Shahabad flooring in cannery, process hall & bottling area, R.M. Godown, Work shop, Tank & Still Waste yard at Noga Factory, MIDC area Hingna, Nagpur.
1. Earnest Money	:-	Rs. 38,500/- (carrying no interest)
2. Initial Security deposit	:-	Rs.77,000/- (carrying no interest)
3. Period for completion	:-	3 months (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 whichever is more.
7. Income tax & surcharge	:-	I. Tax including surcharge & cess shall be recovered as per Govt. rules.
8. Goods & Service Tax (G.S.T.)	:-	C.G.S.T. at 1% & S.G.S.T. at 1% will be recovered from bills till final decision From Govt. is taken in respect of G.S.T. Balance G.S.T. applicable will be recovered from payments. In addition if there is any liability on a/c of G.S.T; it will be responsibility of contractor to comply the liability of same at his cost & indemnify MAICD (LTD) from same.
9. E.S.I.C.	:-	If applicable contractor will have to deposit 6.50% of labour cost to E.S.IC 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.
10. 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. 11 for workers engaged on site along with muster & wages details.
11. Period for final measurements	:-	Two Months
12. Water & Electricity	:-	To be arranged by contractor at his own cost.
13. Detailed specifications	:-	Relevant P.W.D. Red book specifications will be applicable
14. Honoring of certificate	:-	Rs.10, 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 Development Co. 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 G.S.T. 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 & G.S.T. etc.
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 **3 months**.
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 consider. 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 by the corporation 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 overweight /heavy weight section will not be permitted.

15. Any dispute arising thereof 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.
22. The work should be carried out as per the specifications late down by the Red Book & specifications as applicable as per the PWD DSR Schedule items.

**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 Co. 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. DEFINITION & 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, executors, 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 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.38,500/- at the time of bid preparation by net banking only No tender shall be accepted without Earnest Money Deposit of Rs.38,500/-. 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.77,000/- (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 Goods & Service Tax 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 JURISDICTION 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 estate made against him or shall take any proceedings for composition under any insolvency act 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 wound 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 cease 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.

\*\*\*\*\*

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

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day  
of \_\_\_\_\_ 2017 BETWEEN MAHARASHTRA AGRO INDUSTRIES  
DEVELOPMENT CORPORATION (LTD.), GORAGAON (E), MUMBAI. 65.

(Hereinafter called "The Employer") of the ONE PART.

A N D

.....  
(or whose Registered office is situated at \_\_\_\_\_  
\_\_\_\_\_

(Hereinafter called "The Contractor") of the OTHER PART.

WHEREAS the Employer is desirous of providing & laying acid proof tile flooring ,polished Shahabad flooring and glazed tile dado for processing hall at Noga factory MIDC area Hingna Nagpur & has caused specifications describing the works to be done.

and WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth herein (HEREIN AFTER) referred to as "The said conditions & as per the works said specification & include in the said schedule of quantities at the rates therein so forth amounting to the sum of therein arrived at or such other sum as shall become payable there under (hereinafter referred to as The said Contract Amount")

**NOW IT IS HEREBY AGREED AS FOLLOWS**

- 1) In consideration of the said contract amount to be paid at the times & in the manner set forth in the said conditions, the contractor shall upon & subject to the said conditions execute & complete the works shown upon the said Drawings & described in the said specification &/or the schedule of quantities.
- 2) The Employer shall pay the contractor the said contract amount or such other sum as shall become payable at the times & in the manner hereinafter specified in the said conditions
- 3) The said conditions, special conditions, Appendix, standard specifications & all the papers attached hereto shall be respectively read & construed as forming part of this agreement, & the parties hereto shall respectively abide by, submit themselves to the conditions & perform the agreements on their part respectively in such conditions contained.
- 4) The plans, agreements & documents mentioned herein shall form the basis of this contract.
- 5) This contract is neither a fixed lump sum contract nor a piece work contract, but is a contract to carry out the work in respect of the entire building to be paid for according to actual measured quantities at the rates contained in the schedule of rates & probable quantities or as provided in the said conditions.
- 6) The tendered rates are inclusive of goods & service tax & cess etc. Subsequently; no escalation or price variation will be considered for whatsoever reason.
- 7) The Employer reserves to himself the right of altering the nature of the work of adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
- 8) The time shall be considered as of the essence of the Agreement & contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions & to complete the entire work within 3 months subject nevertheless to the provisions for extension of time.
- 11) The said conditions shall be read & construed as forming part of this agreement & the parties hereto will respectively abide by & submit themselves to conditions & stipulations & perform the Agreements on their parts, respectively in such conditions contained.

- 12) All disputes arising out or in any way connected with this Agreement shall be deemed to have arisen in Mumbai & only the Court at Mumbai shall have jurisdiction to determine the same.
- 13) The several parts of this contract have been read to us & fully understood by us.

AT WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signed by the Contractor :

\_\_\_\_\_

(The contractor with Address)

In the presence of

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Signed by the Employer :

\_\_\_\_\_

(The contractor with Address)

In the presence of

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**GENERAL INSTRUCTION & GUIDELINES FOR CONTRACTOR FOR SUBMISSION  
OF TENDER**

**1. TECHNICAL CAPACITY :**

The tenderer (s) in their own name should have satisfactorily executed the work of similar nature Semi Govt./ Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated Sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

a. Three similar completed works each of value not less than the value equal to 20 % of estimated cost.

**Or**

b. Two similar completed works each of value not less than the value equal to 25 % of estimated cost.

**Or**

c. One similar completed work each of value equal & or not less than the 40 % of estimated cost.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10% per annum; calculated from the date of completion to last receipt of applications for tenders.

**\*In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/ works executed last day of month previous to the one in which bids are invited.**

**2. FINANCIAL CAPACITY :**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classed of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (3) financial years ending 31<sup>st</sup> March of previous financial year in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

**3. SIMILAR EXPERIENCE :**

Similar work means execution of acid proof tile flooring work in any Govt. department or in any Semi. Govt./ Public organization as mentioned hereinafter :-

**4 BID CAPACITY :**

**The bid capacity of the prospective bidders will be calculated as under :**

**Assessed Available bid capacity = (A\* N\* 2- B)**

Where,

A = Maximum value of civil engineering works executed in any one year (year means Financial year) during the last five years (update to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/ Works, excluding monsoon period, for which these bides are being invited. (E.g. 7 months = 7/12 years) For every intervening monsoon 0.33 shall be added to N.

B = Value of existing commitment (only allotted works) on the last date of submission of bids as per bidding document & ongoing works to be completed during the period of completion of the Project / Works for which these bids are being invited.

Note: The statement showing the value of existing commitments & ongoing works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer - in Charge, not below the rank of an Executive Engineer or equivalent.

#### **5. ENVELOPE No.2: (Financial Bid)**

This envelope shall be opened online immediately after opening 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 percentage above / below the estimated rates shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No.2.

**Offer to be submitted online. The e-tenderer shall enter his percentage rates in words and figures "below/ above". In case there is a difference between percentage written in figures and words, the lower offer will be taken as final.**

Only numeric values upto two decimal places are accepted in "Percentage Quoted" (in Percentage Variation Tab) by the contractors in online tender Process, therefore the contractors/bidders should take care while quoting their % rates in numeric values upto two decimal places

The contractor shall quote their offer as per details given in the main tender and also based on the detailed set of conditions issued/Additional stipulations made by the Department as informed to him by a letter from Chief Engineer/Superintending Engineer after Pre-Tender Conference. Tenderer quote their offer only unconditional.

If contractor submits conditional tender, scan copy of demand draft drawn in favor of MAIDC Ltd towards Performance Security Deposit as per the guidelines should be uploaded with financial bid. Conditional tender without performance security deposit will not be consider

#### **6. SECURITY DEPOSIT :**

The successful tenderer shall have to pay the Initial Security deposit in cash or in the form of Bank Cheque or Demand draft from Nationalized Bank 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 Dy. Gen. Manager ( CE &E )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 contractor.

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 ten days (including Government holidays) of the acceptance of the tender and the remaining fifty percent will be recovered from the Running Bills at the rate as specified in the tender form, on the cost of work as per C.S.R. prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be 5% of the cost of work. Initial Security Deposit should be in form Demand draft in the name of MAIDC Ltd payable at Mumbai.

**7. TIME LIMIT :**

The work is to be completed within time limit of 3 months as specified in tender which shall be reckoned from the date of written order for commencing the work & shall be inclusive of monsoon period.

**8. TENDER RATE :**

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts. No escalation / price variation will be considered for what so ever reason

**9. 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.

**10. 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.

**11. TENDER'S ACCEPTANCE :**

Acceptance of tender will rest with the Managing Director of M.A.I.D.C LTD. Mumbai 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 in to 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 Government and the offer of the tenderer shall be considered as withdrawn by him.

**12. CONDITIONAL TENDER :**

The tenders which do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

The tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work. The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness. The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these sources before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other sources with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor. Conditional tender will not be considered.

**13. POWER OF ATTORNEY :**

If the tenderer 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 as per scanned copy uploaded in Envelope No.1.

**14.** The tenderer may, in the forwarding letter, mention any points he may wish to make clear but the right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.

**15.** The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

**16.** No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.

**17.** Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Government dues from the Contractors will be effected from the payment due to the Contractor from any other Government works under execution with them.

**18.** All scanned 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.

**19.** 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 whether measured bill, advance payment or secured advance.

**20.** 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.

**21.** The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

**22.** Goods & Service Tax deduction @ 2% from the contractors under the GST Act, 2017 shall be recovered from the contractor from the gross bill amount of every bill, whether for measured works or Advance Payment or Secured Advance.

**23.** The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of the leviable tax in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Rules 58 of Maharashtra Value Added Tax Act-2005. For the purpose of levy of tax.

**24. RECOVERY OF ROYALTY :**

For all quarry materials used for the work the royalty charges on quarry materials will be recovered at prevailing Govt. rate from each bill. Contractors shall produce royalty clearance certificate /royalty passes issued by the Revenue Department within 3 month from the date of payment. Failing which the amount recovered from the bill and will be remitted to the Revenue Department and thereafter no further claim of the contractor will be entertained.



## 25. VALIDITY PERIOD :

The offer shall remain open for acceptance for minimum period of 90 days from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

## 26. DISQUALIFICATION

Even through the tenderer meet the above qualification criteria, they are subject to be disqualified if they have,

- Made misleading or false representation in the form / statement, submitted, and / or
- record of poor performance such as abandoning the works rescinding of contract for which reasons are attributable to the non performance of the contractor, constant history of litigation awarded against the applicant or financial failure due to bankruptcy.
- The rescinding of contract of a joint venture and account of reasons other than non-performance, such as Most Experienced partner of joint venture pulling out, court directions leading breaking up to a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however not affect the qualification of the individual partners.

## 27. POST QUALIFICATION FOR CIVIL WORK

To qualify for opening financial Packet 'C' the tenderer(s) shall fulfill the following criteria 'A' to 'G' failing which their offer shall be rejected outright.

**A.** The tenderer (s) in their own names should have executed **Acid proof Mandana tile flooring** in Govt. / Semi Govt and Public Sector organization in last five years (i.e. upto the date of tender invitation). Such Certificate duly signed by an officer not below the rank of Executive Engineer of the concerned organization shall be uploaded.

**i.** The Tenderer should have experience of carrying out **Acid proof Mandana tile flooring** in one single contract during last **five (5)** financial years.

**B.** The tenderer(s) in their own name should have executed at least one work of similar nature as stated above in 'A' in Semi Govt. /Govt & Public Sector Organizations in last 5 years amounting to 30% of total cost of work tendered for or is successfully executing currently one work of similar nature with at least 75% progress (financial value as on the date of Invitation of tender), the magnitude of the completed work shall at least be 30% of the cost of the work tendered for.

The cost of executed work can be enhanced by 10% every year to bring to the present level. Such certificate duly signed by officer not below the rank of Executive Engineer of the concerned organization shall be uploaded.

The tenderer should have completed at least one work costing Rs.25,00,000/- in last three years.

**C.** Maximum Annual turnover of Civil Engineering Construction works in any one financial year since last five year shall not be less than 90% of the cost of the work tendered for.

To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

The turnover of current financial year will also be considered for this purpose, non audited financial statement certified by the concerned organization's Chartered Accountant shall be furnished. The turnover can be enhanced by 10% every year to bring the present level. The Total turnover in last three years shall be at least Rs.25,00,000/-.

**28. STAMP DUTY FOR AGREEMENT :**

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

- |   |   |
|---|---|
| (a) Where the amount or value set forth in such contract does not exceed rupees ten lakh. | Five Hundred rupees stamp duty  |
| (b) Where it exceeds rupees ten lakhs   | Five hundred rupees plus 0.1% of the amount above Rs. 10 lakh subject to maximum of Rs. 25 lakhs. |

- I. The successful bidder shall enter into a contract agreement with M.A.I.D.C. Ltd. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- II. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- III. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

**Dy. Gen. Manager( Civil Engg)**

## EQUIPMENT CAPABILITIES

The tenderer(s) shall own equipments, in full working order, as listed below, and must demonstrate that based on known commitments, they will be available for timely use in the proposed contract. The tenderer(s) may also list alternative types of equipments that are proposed for use on the contract, together with an explanation of the proposal.

Sr.No	Equipment Owned	Requirements
1	Mortar mixer	2 Nos.
2	Sand washing machine	1 No.
3	Vibrators ( For new works )(Needle)	4 Nos.
4	Concrete mixer ( Non tilting )	2 No.
5	Site Chowky for work above Rs.1 Crore (For new works )	1 No. Container
6	Compressive strength testing machine.	--1 No.-
7	Excavator	1 No.
8	Rock/ Concrete pneumatic breaker	1 No.

## PERSONNEL CAPABILITY

Sr. No.	Post	Qualification	Min. nos. to be deployed
1	Project Manager	At least B.E. (Civil) with min. 10 years experience	1 Nos
2	Quality Control Engineer	At least B.E. (Civil) with 3 years experience or DCE with min 6 years experience and min. 2 years experience in Q.C.	1 Nos
3	Site Engineer	At least B.E. (Civil) with min. 3 years experience or D.C.E. with min. 6 years experience and min 2 ye ars experience of similar projects.	2 Nos
4	Supervisory Staff	Having grade III & above license from Govt.	2 Nos
5	Electrical Engineer	At least B.E. (Electrical) with min.3 years experience or D.E.E. with minimum 6 years experience.	1 Nos

### Site laboratory (for New works)

Contractors shall set up a laboratory at site before commencement of work at their cost for performing various tests and at least the following machines and equipments shall be provided therein –

- 1) Set of Sieves as per I.R.C. /I.S.
- 2) Compressive Testing Machine(For new works)
- 3) Oven, Electrically Operated
- 4) Weighing Balance (20 kg capacity)
- 5) 3 m straight edge
- 6) Sieve shaker
- 7) First Aid Box
- 8) Measuring Jar (for silt content)
- 9) Other Machines/apparatus as may be directed by the Engineer
- 10) Verniar Caliber
- 11) Level / Theodolite

All the test records shall be maintained in the site office and made available as and when required. The laboratory must be established within 15 days from the date of receipt of the work order. On failure to do so, a penalty of Rs 1000/- per day shall be imposed.

**Notes:**

1. The quantity and cost mentioned in A & B above will be considered for completed part of ongoing Building Construction works for which certificate from concerned executive engineer shall be submitted/ uploaded.
2. The statement showing the values of existing commitment and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be signed by the Engineer, not below the rank of Executive Engineer or equivalent.
3. Tenderer(s) quoting for more than one work will not be eligible to get more works unless they achieve total turnover and bid capacity required for the works quoted for in accordance with (C) & (D) of the above post qualification criteria.
4. In case of any discrepancy the stringent stipulations will prevail
5. The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with P. W. D.& appropriate authority in Electrical Category class 'A' as per new circular No.EE/M&R/517/Civil dtd.26/05/2015.

**Dy. Gen. Manager( Civil Engg)**

## PROFORMAS

### PROFORMA - I

The list of similar works as stated in para 'A' of Post qualification during last five years–

Sr. No.	Name of the Project	Name of the Employer	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done
1	2	3	4	5	6

**NOTE:**

1. Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.
2. Works shall be grouped financial year-wise.

### PROFORMA – II

Yearly turnover of Civil Engineering Construction Works during the last five years.

Sr. No.	Financial Year	Annual Turnover of Civil Engineering Works	Updated value to current year	Average of last 5 years	Page No.
1					
2					
3					
4					
5					
		<b>TOTAL</b>			

**NOTE:** The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.

### PROFORMA – III

At least one similar work, as stated in para 'A' of Post qualification, of size atleast 30% of the cost of the work tendered for either completed or being executed with minimum 75% progress on the date of invitation of tender, during last five years.

Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay, if any
1	2	3	4	5	6	7	8

**NOTE:** Scanned Attested copies of completion/performance certificates from the Engineer-in charge for each work should be annexed in support of information furnished in the above proforma.

### PERSONNEL:

### PROFORMA – IV

Sr. No.	Post	Name (Prime Candidate/ Alternate)	Qualification	Work Experience	
				No. of Years	Name of Projects
1	Project Manager				
2	Quality control Engineer				
3	Site Engineers				

**NOTE:** Scanned Attested copies of qualification certificates and details of work experience shall be submitted/uploaded.

### MACHINERY PROFORMA V / A

Sr. No.	Equipment	No.	Owned / Leased / Assured Access	Documents at Page
1	2	3	4	5

### PROFORMA V / B

Sr. No.	Equipment	No.	Owned	Documents at Page
1	2	3	4	5

**NOTE:** The tenderer(s) shall furnish/upload the requisite Scanned Attested documents of ownership/leased of machineries. The undertaking from the suppliers will not be accepted.

**PROFORMA - VI / A**

Details of Existing Commitments and ongoing works -

<b>Description of work</b>	<b>Place</b>	<b>Contract No. &amp; Date</b>	<b>Name &amp; Addresses of employer</b>	<b>Value of Contract Rs.</b>	<b>Scheduled date of completion</b>	<b>Value of work remaining to be completed</b>	<b>Anticipated date of completion</b>
1	2	3	4	5	6	7	8

**NOTE:** Scanned Attested copies of completion/performance certificates from the Engineer-in- Charge for each work should be annexed in the support of information furnished in the above proforma.

**PROFORMA - VI / B**

Details of works for which bids are already uploaded -

<b>Description of work</b>	<b>Place</b>	<b>Name &amp; Addresses of employer</b>	<b>Value of Contract in Rs.</b>	<b>Time Period</b>	<b>Date on which decision is expected</b>	<b>Remarks</b>
1	2	3	4	5	6	7

**NOTE :** Scanned Attested copies of certificates from the Engineer-in-charge for each work shall be annexed.

# Maharashtra Agro Industries Development Co. Ltd

(A Govt. of Maharashtra Undertaking)

## SCHEDULE - B

**Name of Work : Acid proof tile flooring, glazed tile dado & polished Shahabad flooring in cannery, process hall & bottling area, R.M. Godown, Work shop, Tank & Still Waste yard at Noga Factory, MIDC area Hingna, Nagpur.**

Item No.	Ref.to Schedule or Market Value	Item	Qty.	Rate	Unit	Amount
1	As directed by Engineer in charge	Removing the existing laid acid proof mandana stone tile flooring of 75 cm x 45 cm & 25mm to 35 mm thick carefully including removing joints, stacking the serviceable stone slabs properly for reuse etc.	825	250.00	sq mt	206250.00
2	As directed by Engineer in charge	Relaying the serviceable acid proof old mandana stone tile flooring in proper level & slope including laying on a bed of 1:6 C.M. cement float, filling joints, with neat cement slurry, curing, using acid proof joint filler etc. complete.(Cost of cement mortars & Joint Fillers to be borne by contractor.)	400	1000.00	sq mt	400000.00
3	As directed by Engineer in charge	Providing & laying in position acid proof mandana stone flooring of size 75 cm x 45 cm having thickness of 25 mm to 35 mm laying on cement mortar 1:6 C.M. bed of required thickness for proper level & slope & filling the joints with acid proof & acid resting chemical in proper level & slope etc.	850	2200.00	sq mt	1870000.00
4	As directed by Engineer in charge	Removing cement tiles, or marble or polished Shahabad floor or dado without bed concrete including stacking the materials as directed with all leads, lifts etc. complete.	250	66.00	sq mt	16500.00
5	As directed by Engineer in charge	Removing cement or lime plaster including disposing of the spoils as directed with all leads, lifts etc. complete.	375	26.00	sq mt	9750.00
6	Bd.M. 3/ Page No.386.	Providing & Fixing white glazed tiles of all sizes & minimum thickness of 5 to 6 mm for dado & skirting in required positions after making the wall portion to required level with C.M. 1:4 & fixing tiles with readymade adhesive excluding all specials required like round corner tiles, angles, cups etc. filling joints with white cement slurry, cleaning, curing complete.	525	1127.00	sq mt	591675.00



7	Bd.M 3 page No. 380.	Providing & laying polished Shahabad stone flooring 25 mm to 30 mm thick & 30 cm wide in plain/ diamond pattern on a bed of 1:6 C.M. including cement float, filling joints, with neat cement slurry, curing, polishing & cleaning complete.	525	622.00	sq mt	326550.00
8	Bd.M. 1/ Page No. 287 I.S. 456 (2000).	Providing & laying in situ, cement concrete M-10/(1:3:6) of trap/ granite/ quartzite/ gneiss metal for foundation & bedding including plywood/ steel formwork bailing out water, compacting, finishing uneven & honeycombed surface, curing etc. complete. The cement mortar 1:3 plaster is considered for rendering uneven & honeycombed surface only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.)	25	4963.00	cum	124075.00
9	As directed by Engineer in charge	Misc. provision for incidental & unforeseen work to be paid at the as per rate DSR or current market rate.	Job	250000.00	Provision	250000.00
<b>Total</b>						<b>3794800.00</b>

(S.P. Thosar.)

**Dy. Mgr. (C.E.)**

I/We ready to execute the work as per above mentioned schedule, at the estimated rates/\_\_\_\_\_ % above/below the estimated rates.

(In words Percentage \_\_\_\_\_ Above/ Below the estimated rates)

I/We declare that the above quoted rates are inclusive of all Taxes such as Income Tax, C.G.S.T. & M.G.S.T., E.S.I. Contribution, provident fund contribution, Insurance for workers etc. I/We will be fully responsible for any accident occurred at work site to my/our workers & I/We will indemnify 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.

Mobile No.

Signature and Seal of Contractor.