NAME OF THE WORK :- Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads And Building under the jurisdiction of P.W.Division Amalner (Amalner Taluka).

Amount put to Tender. : Rs. 31,27,000/-
Earnest Money Deposit. : Rs. 100000/-
E-TENDER NOTICE NO. :
E-TENDER NO. :
NAME OF AGENCY :
AGREEMENT NO :

http://pwd.maharashtra.etenders.in

EXECUTIVE ENGINEER
PUBLIC WORKS DIVISION, AMALNER
Name of Work: Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads under the jurisdiction of P.W.Division Amalner Dist-Jalgaon

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DISCLAIMER</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>BRIEF TENDER NOTICE</td>
<td></td>
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<td>3</td>
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<td>STATEMENT SAMPLE FORM</td>
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<td>SCOPE OF WORK AND SITE CONDITION</td>
<td></td>
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<td>14</td>
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<td></td>
</tr>
<tr>
<td>15</td>
<td>ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS</td>
<td></td>
</tr>
</tbody>
</table>
**DISCLAIMER**

1. Detailed Time Table for the various activities to be performed in e-tendering process by the tenderer for quoting his offer is given in this Tender Document under “Tender Schedule”. Contractor should carefully note down the cut-off dates for carrying out each e-tendering process / activity.

2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the Government and the Service Provider. However, Government takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.

3. In that event, Public Works Department will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website. It includes all associated services, or due to such unavailability of the website or any part thereof or any contents or any associated services.

4. Tenderers must follow the time table of e-tendering process and get their activities of e-tendering processes down well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.

5. Public Works Department will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Contractors must get done all the e-tendering activities well in advance.
Sealed online e-tenders for the following work are invited by the Executive Engineer, Public Works Division, Amalner (Telephone No. 02587-224112) from the Registered Advertising Agent/Agency with Government of Maharashtra in appropriate class.

<table>
<thead>
<tr>
<th>e-tender work No.</th>
<th>Name of Work</th>
<th>Estimated Cost Rs.Lakh</th>
<th>Earnest Money Rs.</th>
<th>Security Deposit</th>
<th>Cost of e-tender Form Fee Rs.</th>
<th>Class of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads under the jurisdiction of P.W.Division Amalner Dist-Jalgaon</td>
<td>3127000/-</td>
<td>100000/-</td>
<td>5 % amount of contract.</td>
<td>1000/-</td>
<td>Registered with Govt of Maharashtra Advertising Agent / Agency</td>
</tr>
</tbody>
</table>

**E- TENDER TIME TABLE**

<table>
<thead>
<tr>
<th></th>
<th>Download Period of online Tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dt.21/01/2017 at 17.31 Hrs. to Dt. 06 / 02 /2017 at <strong>11.00</strong> Hrs.</td>
</tr>
<tr>
<td>2</td>
<td>Last date and time for online raising of technical points for clarification (Pre-bid Meeting)</td>
</tr>
<tr>
<td>3</td>
<td>Tender Preparation Period</td>
</tr>
<tr>
<td>4</td>
<td>Period for online Super Hash generation</td>
</tr>
<tr>
<td>5</td>
<td>Period of online Decryption and Re-encryption for tender details by Contractor.</td>
</tr>
</tbody>
</table>

<p>|   | Dt. 09/02/2017 at 23-00 Hrs to 09/02/2017 upto 23-00 Hrs                                      |
| 4 | Dt. 09/02/2017 at 23-01. to Dt.13/02/2017 Up-to 17.45 Hrs.                                   |
| 5 | Dt. 13/02/2017 at 17.46 Hrs. to Dt.16/02/2017 at 23.00 Hrs.                                |</p>
<table>
<thead>
<tr>
<th></th>
<th>Place, Date and timing of opening Technical-bid.</th>
<th>Dt.17/02/2017 at 10.00 Hrs. to Dt at 17.30 Hrs. in the office of Executive Engineer, P.W. Division Amalner. (If Possible)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Place, Date and timing of opening Financial bid.</td>
<td></td>
</tr>
</tbody>
</table>

Note: -
1. All eligible/ interested Bidders who want to participate in tendering process should compulsorily get enrolled on e-tendering portal http://maharashtra.etenders.in and further need to empanelled online on sub portal "http://pwd.maharashtra.etenders.in" in the appropriate category applicable to them.

   Contact details for difficulties in submission of online tenders if any.

2. Sify Technotigies Ltd. Nextenders (India) Pvt. Ltd. On 020-25315555 / 25315556 (Pune)

3. It is compulsory for all participates to submit all documents online. It is also compulsory to submit

4. Other term and condition displayed in online e-tender forms. Right to reject any or all online bid of work without assigning any reasons thereof is reserved. In respect of above works Post Qualification Criteria is applied.

5. Above Tender Notice is displayed on P.W.D. website [www.mahapwd.com](http://www.mahapwd.com)

Office of the Executive Engineer,
Public Works Division, Amalner
No.8097/TC/Dt.19/12/2017

Executive Engineer,
Public Works Division,
Amalner
GOVT. OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT
GENERAL INFORMATION OF CONTRACT.

Original Agreement No. :: / ___________ / 2016-17

Name of Work :: Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads under the jurisdiction of P.W.Division Amalner Dist-Jalgaon

Name of Agent/Agency ::

Number & Date of Work Order ::

Amount put to Tender :: Rs. 31,27,000/-

Amount of Contract ::

Date of Commencement ::

Period of Contract :: 5 (Five) years

Date of completion as per Agreement ::

Actual date of completion ::

Reference to sanction of Tender ::

* Specify time limit as per following
# DETAILS OF WORK

Name of Work: Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads under the jurisdiction of P.W.Division Amalner Dist-Jalgaon

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Earning cost</td>
<td>Rs. 3127000/-</td>
</tr>
<tr>
<td>E.M.D</td>
<td>Rs. 100000/-</td>
</tr>
</tbody>
</table>

The EMD applicable amount shall be paid via Online mode using NEFT /RTGS or payment gateway mode only.
Security Deposit shall be 5 % (five percent) of contract amount.

Registration Class of Contractor: Advertising Agent /Agency

Validity Period: 90 days from the date of opening of Tender/Bid

Period of Contract: 5 Years

Cost of Blank Tender Form: Rs. 1,000/-
GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT
INVITATION FOR TENDERS

DETAILED TENDER NOTICE

NAME OF WORK: Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads under the jurisdiction of P.W.Division Amalner Dist-Jalgaon

Online tenders Forms are invited by the Executive Engineer, P.W. Division Amalner for the following work from registered Advertising Agent/Agency in appropriate class of the of Maharashtra State. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Estimated Earning potential</th>
<th>Earnest Money (Rupees)</th>
<th>Security Deposit (Rupees)</th>
<th>Cost of Tender Document</th>
<th>Duration of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads under the jurisdiction of P.W.Division Amalner Dist-Jalgaon</td>
<td>31,27,000</td>
<td>100000</td>
<td>5% amount of contract.</td>
<td>1000/-</td>
<td>5 Year</td>
</tr>
</tbody>
</table>

1.1 Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of Public Works Department, Government of Maharashtra i.e. https://pwd.maharashtra.etenders.in after entering the details, payment of Rs. 1,000/- (Rupees One Thousand only) should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

1.2 The EMD applicable amount shall be paid via Online mode using NEFT /RTGS or payment gateway mode only..Self Affidavit on plain paper on in prescribed form given in FORM- III sworn before Executive Magistrate / Notary, should be uploaded online in Technical Bid and Original copies shall be produced before opening of Technical Bid. Bids will be opened as per the
Tender Schedule, in the presence of such intending Tenderer or his/ their authorized representatives who may be present at that time.

1.3 The offer of the Contractor shall remain valid for acceptance for a minimum period of 90 days from the date fixed for opening of Envelope No. 2 (Main Tender) 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 Acknowledgement Due.

1.4 The tender notice shall form a part of the contract agreement.

1.5 The tender if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power of attorney if any, authorizing him to conduct transaction on behalf of the Firm or Company.

1.7 Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified for the receipt of tender. Such deviations/amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

1.8 The tenderer shall enter his rates in words and figures "below / above". In case there is difference between rates written in figures and words, the higher offer will be taken as final.

1.9 No pages should be removed from, added in or replaced in the Tender.

1.10 Right is reserved to reject any or all tenders without assigning any reason thereof.

1.11 Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.

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

**a) Time limit :-** The period of contract shall be **Five Years** including erection of Hoardings.

**b) Tender Rate :-**

Same Rates shall remain for the first 3 years. For 4th year there shall be rise of 10% & on 5th year 15% rise on basic rates quoted by the tenderer.

**c) Tender Units :-**

The tenderer should particularly note the unit the unit 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 rates written figures and words, the correct rate will be the one, which is Higher of the two.

**d) Correction :-**

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

**2.0 EARNEST MONEY :-**

(i) Earnest money of minimum **Rs.100000/-** shall be paid via online using NEFT / RTG or payment gateway mode. After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

(ii) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful renderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form.

(iv) In case of Joint Venture, Earnest money in individual capacity will not be accepted. Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode.

The Security Deposit, in the form of T.D.R. / F.D.R. issued in the name of Joint Venture Company drawn by scheduled bank having branches in Maharashtra and endorsed, in the name of Executive Engineer, P.W.Division, Amalner for the period of **one year** will be considered.
3.0 TENDERING PROCEDURE

3.1 Blank Tender Forms

Tender Forms can be purchased from the e-Tendering Portal of Public Works Department, Government of Maharashtra i.e. https://pwd.maharashtra.etenders.in after paying Tender Fees via online mode as per the Tender Schedule.

3.2.3 The tender by submitted shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

3.2.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non-responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1 & 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.
3.3 Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department.

3.3.1 Tenderers should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to http://maharashtra.etenders.in/mah/DigitalICertLasp and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'. All the contractors registered in appropriate class and willing to participate in e-tendering process shall enroll their name/ Firm on the portal http://maharashtra.etenders.in for download of tender documents etc.

3.3.2 The Tenderers have to make a payment of Rs 1058/- online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

3.3.3 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers: Landline No. - 020-25315555 / 56 Mobile No. - 9167969601 / 04

3.3.4 Tenderers should install the Mandatory Components available on the Home Page of http://maharashtra.etenders.in under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

3.3.5 Pre-requisites to participate in the Tenders processed by PWD:

(i) Enrolment and Empanelment of Contractors on Electronic Tendering System:

The Contractors interested in participating in the Tenders of Public Works Department processed using
the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to
obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

For participating in Limited and Restricted tenders the registered vendors have to apply
for empanelment on the sub-portal of PWD in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the PWD. Only empanelled vendors will be allowed to participate in such tenders. The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.
(ii) Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class-II or Class - III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need. In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a
partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000. Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application a Digital Signature Certificate will remain the same for the new Authorized User. The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.
For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

(iii) Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

(iv) Set up of Computer System for executing the operations on the Electronic Tendering System:

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

(v) Payment for Service Provider Fees:

In addition to the Tender Document Fees payable to PWD, the Contractors will have to pay Service Providers Fees of Rs. 1058/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section ‘E-Tendering Toolkit for Bidders’ on the Home Page of the Electronic Tendering System.

3.3.6 Steps to be followed by Contractors to participate in the e-Tenders processed by PWD

(i) Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of
their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

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

*Note: Uploadin of documents in the briefcase does not mean that the documents are available to PWD at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.*

(ii) **Online viewing of Detailed Notice Inviting Tenders:**

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by PWD on the home page of PWD e-Tendering Portal on [http://pwd.maharashtra.etenders.in](http://pwd.maharashtra.etenders.in) under the section Recent Online Tender.

(iii) **Download of Tender Documents:**

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

**EMD / Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:**

Bid preparation will start with the stage of online details of EMD Payment which bidder has to fill online using any gateway on the e-tender system. For EMD payment, If bidder uses NEFT or RTGS then system will generate a challan (in two copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder’s bank. Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not
be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid e-Tender.

Note:-  
* Realization of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.  
* NEFT/RTGS option will be depend on the amount of EMD.

* Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering portal.

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of PWD. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate. In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes :-

a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.

b. The Hashes are the thumbprint of electronic data and are based on one-way algorithm. The Hashes establish the unique identity of Bid Data.

c. The bid hash values are digitally signed using valid Class - II or Class - III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.

d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.
e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

(V) **Close for Bidding (Generation of Super Hash Values):**

After the expiry of the cut-off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority. The Tender Authority from PWD shall generate and digitally sign the Super Hash values (Seals).

(VI) **Decryption and Re-encryption of Bids (submitting the Bids online):**

After the time for generation of Super Hash values by the Tender Authority from PWD has lapsed, the Contractors have to make the online payment of Rs. 1058/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

*Note:* The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

(VII) **Short listing of Contractors for Financial Bidding Process:**

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

(VIII) **Opening of the Financial Bids:**

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the PWD e-Tendering Portal immediately after the completion of opening process.

(IX) **Tender Schedule (Key Dates):**

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

3.2.7 The successful bidder will have to signed the hard copy of downloaded tender document and drawings at the time of agreement on each page by the contractor or his authorized signatory, power of attorney holder in case of Firm.

3.2.8 The Terms and Conditions contained herein shall apply to any person ("User") using the services of PWD Maharashtra, hereinafter referred to as “Merchant”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with ET Tendering Service provider and Payment Gateway Service provider through PWD Maharashtra website i.e. http://pwd.maharashtra.etenders.in. Each User is therefore deemed to have read and accepted these Terms and Conditions.

**Privacy Policy**

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

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

a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender

b) if any of User’s actions on our website violate the Terms of Service or any of our guidelines for specific services, or

c) to protect or defend Merchant’s legal rights or property, the Merchant’s site, or the Users of the site or;

d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant’s website/offerings.

3.3.7 General Terms and Conditions For E-Payment

(i) Once a User has accepted these Terms and Conditions, he/she may register on Merchant’s website and avail the Services. Merchant’s rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant’s right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

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

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

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

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

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

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

i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

(ix) Limitation of Liability

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

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

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

(i) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or

(ii) Any interruption or errors in the operation of the Payment Gateway.
(d) The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services. The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

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

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

   ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

(x) Miscellaneous Conditions :-

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

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

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

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

4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User’s own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:

(a) Choose a new password, whenever required for security reasons.

(b) Keep his/ her User ID & Password strictly confidential.

(c) Be responsible for any transactions made by User under such User ID and Password.

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

5. Debit Card / Credit Card OR Bank Account Details

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

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

   i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

   ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

The User is authorizing debit of the nominated card/ bank account for the payment of Tender

   iii. Fee and Earnest Money Deposit

   iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**Personal Information**

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

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

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

3.5 Payment Gateway Disclaimer

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

3.6 ONLINE ENVELOPE NO. 1 (Documents) to be uploaded by tenderer.

The bidder must purchase the bidding documents via online mode only by filling the cost of Tender. The first online envelope No.1 shall be contain the following document in scanned copies of original/ attested copies signed by Gazetted Officer of Public Works Department, those tender who full fills the requirement of documents required under envelope No.1, the envelope No.2 of those tender will be opened.

(i) The EMD will be paid via online mode only. EMD exemption certificate will not be considered. Each bidder has to pay EMD through online payment gateway-otherwise his financial bid will not be opened.

(ii) A copy of PAN Card & Latest Income Tax Return as a proof of being Income Tax
Payee.

(iii) Audited Balance Sheets for the last 3 (Three) years should be submitted for verifying financial standing of the company.

i. Details of the last 3 years’ experience in Advertising or a related field with supporting documents.

ii. As a proof of address, a copy of Ration Card/ Electricity Bill/ Passport/Election Card or any other authentic document.

V. If the tenderer is individual, a copy of certificate of registration with appropriate authority, If the tenderer partnership firm, Public Limited or Private limited company then a copy of partnership deed of company, and copy of article of association and memorandum of association shall be submitted.

3.7.6 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.

3.8 ONLINE ENVELOPE No.2 TENDER (FINANCIAL BID)

The second online envelope "Envelope No.2" shall contain only the main tender including the Common Set of Conditions / Deviation issued by the Department after the pre-tender Conference. A tender submitted without this would be considered as invalid.

The Tenderer should quote his offer duly signed in terms of item wise rate of at the appropriate place of tender documents to be submitted only in Envelope No.2. He should not quote his offer anywhere directly or indirectly in Envelope No. 1. The contractor shall quote for the work 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. His tender shall be unconditional.
3.9 SUBMISSION OF TENDER:

Refer to Section 'Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department' for Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads And Building under the jurisdiction of P.W.Division Amalner(Amalner Taluka).

3.10 OPENING OF TENDER :-

On the date specified in the Tender Schedule following procedure will be adopted.

A) ENVELOPE No.1 :- (Documents)

First of all Envelope No.1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

(B) 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 quoted shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No.2.

5.0 SECURITY DEPOSIT:

The successful tenderer shall have to pay 5% amount of security deposit in approved security form (preferably in the form of National Saving Certificate) or in cash or in the form of Bank Guarantee (in the form as prescribed by Government) from any Schedule Bank or Nationalized Bank.

6 ISSUE OF FORMS:

Information regarding contract as well as blank tender forms can be downloaded from the e-Tendering website upon providing the details of the payment of cost as detailed in the N.I.T.

11 TENDER’S ACCEPTANCE:
Acceptance of tender will vest with the **Executive Engineer, P.W. Division, Amalner** who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter into a regular agreement within 10 days of being notified to do so have to submit the security deposit in appropriate form along with tender document for the work advertising rights quoted by him. 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.

13. 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

14 **POWER OF ATTORNEY:**
   If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the Tender as per scanned copy uploaded in Envelope No.1.

15 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.

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

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

18 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.

19 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.

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

21 **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.
INSTRUCTIONS AND CONDITIONS TO TENDERER

Name of Work: Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads And Building under the jurisdiction of P.W.Division Amalner(Amalner Taluka).

1NATURE OF TENDERING:

Open Tenders are invited on behalf of Government of Maharashtra from Advertising Agents / Agencies and other interested parties for bulk advertisement rights on existing and vacant sites through Hoarding/Board/Glow sign Media for P.W.D Amalner. Non-transferable tender documents containing detailed description and terms and conditions can be obtained from www.maharashtra.etenders.in

Duration of contract:

i. The period of the contract shall be, unless determined under any provisions hereinafter contained in that behalf, for THREE years from the date of commencement of the contract. There will be no escalation in the license fee upto three years. In case of contracts where duration of contract period is more than three years, an annual escalation of license fee at the rate of 10% per annum on the license fee of the immediate preceding year shall be applicable from the fourth year onwards. Subject to willingness of the party. The existing contract shall be considered for extension for a period of six months at a time and maximum upto one-year subject to the willingness of the party, the extension will be granted with the approval of Superintending Engineer Public Works Circle Amalner. The contractor can pay the license fee on quarterly or on half yearly basis, in addition to the license fee, the contractor is also liable to pay the Service Tax as imposed by the
government from time to time.

ii. The existing commercial publicity contracts shall be handed over to the licensee after their contractual period.

iii. All new sites displayed and existing sites taken over during the contract period will be co-terminated with the original contract.

3 The tender documents are non-transferable. The cost of tender documents is not refundable.

4 The Tender document and commercial bid in the given format at Annexure-V for the bulk tender area mentioned at Annexure – I (Attached Separately) of this Tender has to be submitted Online. The tenderer shall also enclose in their offer that they accept all the terms and conditions of the P.W.Deptt. and have not offered any counter clauses and their offer is not conditional.

"Tender for bulk advertisement rights on existing and vacant sites at P.W.Division Amalner.

5 Instructions and conditions to Tenderer (Chapter I), General Conditions of Contract (Chapter-II), and Annexure shall, hereafter, be collectively referred to as the “Tender Documents”. Any clarifications required by the tenderer may be obtained from the office of Executive Engineer P.W.Division Amalner.

6 The Tenders shall be received as per online schedule of e-tender portal.

7 The Tenderer or their authorized representatives can be present at the time of opening of tender with proper identification.

8 EARNEST MONEY DEPOSIT (EMD):

i. The tenderer shall deposit EMD in favour of the Executive Engineer P.W.Division Amalner. Tender submitted without EMD will be
summarily rejected. The EMD should be payable at 01% of 1st year for places of hoardings as mentioned in Annexure I of this tender document.

ii. The Earnest Money of the unsuccessful tenderer shall be returned to the tenderer but P.W.Deptt. shall not be liable for any loss or depreciation of the EMD while in their possession nor be liable to pay interest thereon.

iii. The Earnest Money should be furnished in the following forms:

- **a) EMD shall be paid via online mode only.**

- **b) Tenderer should note that EMD in the form of cash or Bank Guarantee and FDR is not acceptable.**

i. No reference to the previous deposit of Earnest Money & Security Deposit for adjustment against the present tender will be accepted and any request for recovery from any Security Deposit against present tender will not be entertained

ii. The Earnest Money shall remain deposited with the P.W.Dn.Amalner for the period of 90 days from the date of opening of tenders. If the validity of the offer is extended, the Earnest Money Deposit duly extended shall also be furnished, failing which the offer, after the expiry of the aforesaid period, shall not be considered by the P.W.Dn.Amalner.

iii. No interest will be payable by the P.W.Dn. on the Earnest Money.

iv. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

v. The Earnest Money of the successful tenderer can not be adjusted against the security deposit/rental charges.

If the successful tenderer fails to honour the contract and to deposit the
license fee **within 15 days from the date of acceptance of the offer**, then the Earnest Money shall be liable to be forfeited by the P.W.Deptt.

**vi.** The P.W.Dn.Amalner will return the Earnest Money of all unsuccessful tenderer within reasonable time after the finalization of the tender.

**9. Scope of work:**

**a.** The tender is meant for distinguished area of all existing sites and vacant sites as mentioned in the Annexure VI to VI-B

**b.** The object of this tender is to shape looks of the stations attractive and aesthetic for exhibition of advertisements.

**c.** Additional Sites - The Licensee will be allotted extra sites over and above the distinguished area only after getting the technical and aesthetical feasibility of the Sites from the P. W. Dn. Amalner. However, for this purpose **the charges shall be calculated either on unit area basis at the price decided on the basis of the tender (Bid offer divided by total area mentioned in the tender) or on the schedule rates of station/location/media (wherever the schedule rates exist) whichever is higher.**

At the existing sites distinguished in **Annexure-VI** will be handed over to the Licensee after issue of work order. The contract period of existing sites taken over and extra sites developed during the contract period of Bulk contract will be co-terminated with the original contract irrespective of the period these sites are in display.

**d.** The licensee can modify and upgrade the existing hoarding after taking over subject to necessary approvals and payment of extra license fee for any additional area.
e. The licensee will have to erect and display hoarding at his own cost and risk.

f. The licensee should also submit the display plan for existing or new sites for prior approval before physical execution of the work.

g. Advertisements should not interfere and obstruct PWD signage and local indicators and

h. Other information boards.

i. **Display Media**: Boards, and hoardings at the distinguished locations.

j. **locations for display of advertisements**: Existing media will be displayed at given locations of existing contracts. The extra sites for new media and existing media will be permitted at approval locations with additional payment.

k. **Exempted media**: Publicity contracts for public information system such as dual display system on areas, branding of PWD signage and other works of public amenities with publicity rights.

l. Proposal for any new site other than the existing and vacant sites enlisted in the Annexure- VI to VI B from any other party shall be first offered to the Bulk contractor as a first claim. If the same is not accepted by the bulk contractor within 15 days from the date of offer, the same shall be allotted to the new party at the same tender rate or current tariff rate whichever is higher.

m. Executive Engineer, P.W.Dn.Amalner **reserves the right to accept fresh proposals on first come first serve basis for new sites as per existing practice till such time this bulk contract comes in to force**. However, existing contracts whose original contract periods expire will be extended on request for short periods or till such time the bulk contract comes in to force and the same will be handed over to the Licensee.

m. If for any reasons, the P.W.Dn. Amalner asks the bulk contractor to remove any allotted advertisement site/s, the same should be removed by
the contractor at his cost at a short notice. However, the contractor may apply for alternate sites in lieu of removed sites. The same can be considered if it is found feasible, if for any reason an alternate site cannot be provided, then the scope of tender will be reduced to that extent. Senior divisional commercial Manager is a competent authority to decide such cases.

n. The additional sites which are developed due to new development works like new offices, Hospital etc. may be offered to the bulk contractor. A time limit of 15 days from the date of offering these additional spaces for advertisements may be fixed for the party to decide in this matter. Thereafter, fresh open tenders will be floated for these additional sites/locations.

10. P.W.Division will not accept tender wherein the tenderer or their authorized agents have given conditional offers. Such offers are liable to be summarily rejected and earnest money deposit will be forfeited.

11. Tender of defaulting agencies or agents whose contracts were terminated due to default of payments or breach of conditions of the contracts of his own company or his sister concern will be considered only if the tenderer submits an undertaking for clearance of pending dues. The tenderer has to submit the said undertaking along with tender or else, Railway Administration shall demand the same after opening of the quotations from the tenderer, if he fails to submit the same, his offer will summarily be rejected.

12. All tenders shall be submitted in the attached prescribed form failing which they are liable to be rejected.

13. All the terms and conditions mentioned in this document must be read carefully and a copy of this must be signed on each page by the tenderer and submitted along with essential documents mentioned in
the clause no.1.11 of chapter I, failing which their offer will be rejected.

14. Executive Engineer P.W.Dn.Amalner reserves the right to accept the work in full or in part or reject the tender in full or part without assigning any reason.

15. **COMPULSORY DOCUMENTS TO BE ACCOMPANIED WITH THE OFFER.**

The Tender shall contain following documents otherwise tender will be liable for rejection:

i. Covering Letter & Tender papers complete in all respects signed on each page by the tenderer giving full details of address and telephone numbers of the agency.

ii. Quotations must be given for the tender area as mentioned at Annexure -I of this Tender document and has to be submitted in Schedule of Rates at Annexure-V of this Tender Document for the first year both in words and figures. Quotations in any other form as per this document shall not be considered. No offer should be quoted “On Client Basis”. No commission shall be payable to the tenderer by P.W.Deptt. **Quotations must be mentioned only in the Annexure V- Scheduled of Rates enclosed in the Tender Document.**

iii. Earnest money deposit using e-payment gateway.

16. **P.W.Dn.Amalner MAY DEMAND FOLLOWING DOCUMENTS IF REQUIRED:**

iv. **Audited Balance Sheets for the last 3 (Three) years** should be submitted for verifying financial standing of the company.

v. **Details of the last 3 years’ experience** in Advertising or a related field with supporting documents.

vi. As a proof of address, a copy of Ration Card/ Electricity Bill/ Passport/Election Card or any other authentic document.

vii. If the tenderer is individual, a copy of certificate of registration; if partnership firm, a copy of partnership deed or if a limited company, a copy of articles of association and names of directors.

17. **VALIDITY OF OFFER:**

The tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of tender. Within that period, the tenderer cannot withdraw his offer. This is subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.

18. **COMMENCEMENT OF CONTRACT:**

i. **The** Licensee will be permitted 60 days’ validity period for carrying out the contract from the date of issue of display authority. Within this period the licensee will have to complete the work of erection of hoarding and of getting electricity connected to publicity points. Any delay in energized of glow signs (provided no display is fixed) and permission for erection of
hoardings on P.W.D account will only be considered for any type of abatement in commencement of contract for such portion of area on the basis of confirmation letter from the department concerned for the delay. However, the commencement of contract for the bulk contract will be fixed after lapse of 30 days. Later on when glow signs are energized and permission granted for erection of hoardings, these sites will be deemed as existing sites taken over during the currency of the contract for fixing the contract term.

ii. The licensee will have no claim over the existing sites for display after their original term is over.

iii. As and when the existing sites are taken over and extra sites developed, the contract period of these sites will be co-terminated along with the original contract.

19. **ADDRESS FOR CORRESPONDENCE:** The correspondence and documents relating to the tender should be sent to Executive Engineer Public Works Division Amalner.

20. **DESCRIPTION OF LOCATIONS AND TYPE / SIZE OF HOARDING:**

The details of the tender of Amalner, are given in Annexure –I and list of existing sites and vacant sites are given in Annexure-VI

21. **RATES DURING NEGOTIATION:**

The tenderer/s shall increase his/their quoted rates in case the P.W.D. Administration negotiate for increase in rates, such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

22. **COMPLIANCE TO TENDER CONDITIONS, & SPECIFICATIONS:**
i. The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation by the tenderer shall be deemed to have done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his/her quotations. Failure to adhere to any one or all these instructions may render his offer liable to be ignored without any reference.

ii. The intending tenderer is advised to physically check the locations of existing and vacant sites at P.W.Division Amalner and other premises. The intending tenderer can take help of commercial publicity inspector to check the locations of tender area including existing sites and vacant sites as given in the Annexure-VI from the date of issue of Notice Inviting Tender. Any submission of a quotation by the tenderer for tender area shall be deemed to have done after a careful checking and understanding of locations and latest position of tender area as mentioned in Annexure-VI any difficulty being faced by the tenderer during the execution of contract shall not be entertained.

23. ERRORS, OMISSIONS & DISCREPANCIES:

The tenderer(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the administration, without delay. No claim for the misinterpretation shall be entertained.

24. ATTESTATION AND ALTERATIONS:

i. All offers shall be type or hand written neatly in English. Each page of the offer must be numbered. A reference to total number of pages
comprising the offer must be made at the top right of the first page.

**ii. The tenderer should sign each page of the tender document.**

**iii.** Photocopies of all the certificates etc. submitted by tenderer should be attested by tenderer as true copies, unless required to be attested by Notary public by other conditions of tender. **No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected.** Any correction made by the tenderer/ tenderers in his/their entries must be attested by him/them.

**25. WRONG INFORMATION BY TENDERER:**

If the tenderer/s deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

**AUTHORITY FOR ACCEPTANCE:**

The authority for the acceptance of the tender will vest with the **Executive Engineer P.W.Dn. Amalner,** on behalf of Government of Maharashtra, who shall not be bound to accept the highest or any tender or to assign any reason for non-acceptance or rejection of a tender. The P.W.Division Amalner reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to reduce the work or to accept any tender for less than the tendered area without assigning any reason whatsoever.

**26.**

Partnership deeds, Power of Attorney etc.: The tenderer shall clearly specify whether the Tender is submitted on his own or on behalf of a partnership
concern. If the tender is submitted on behalf of partnership concern, the tenderer should submit an authorization from partners authorizing him to sign the tender documents on behalf of partnership firm. The tenderer may be asked to submit certified copy of partnership deed if required by the Railway Administration. If these documents are not enclosed along with tender documents, the tenderer will be treated as having been submitted by individual signing the tender documents. The P.W.Division will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

27. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign “No Claim Certificate” and refer all or any disputes to arbitration.

28. AGREEMENT:

The successful tenderer/s will have to execute an agreement with Executive Engineer Public Works Division Amalner.

30. Instruction for Downloading of tender documents from Internet & its submission:

The tender documents for this work can be obtained from the internet
at P.W.D. website www.maharashtra.etender.in and the offers can be given on the same subject to be conditions given below which shall be carefully studied by the intending tender(s) and offers submitted accordingly.

1. The tender documents shall be carefully downloaded from the website mentioned above and the same shall be printed carefully and arranged as per the index. The tender documents so downloaded shall be complete in all respects, which shall be the sole responsibility of the tender(s), and the P.W.Dn. shall not be liable for any mistakes/loss or corruption of data in downloading and/or printing. The end of tender document has been marked in bold letters as “END OF TENDER DOCUMENT” on a separate page in the uploaded document, which may be checked while downloading the tender documents to ensure that the complete tender document has been downloaded. The tenderer(s) must also compare the document as printed with the document as uploaded on the website.

2. A master copy of the document downloaded from the website mentioned above is kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of tender inviting authority.
3. The cost of tender document as mentioned in the notice & inviting tender shall be enclosed with the offer as a **The cost of tender document shall not be clubbed with the earnest money deposit.** The tenders submitted without the requisite cost of tender documents in appropriate form shall not be considered.

4. The tenders shall be filled up after careful study of the document and the site and any clarification required may be obtained from the tender inviting authority whose address is given in the tender documents.

**Signature of the Tenderer**
FORM-I
AFFIDAVIT
(On Plain Paper)

1. I, the undersigned, do hereby certify that all the documents and statements made in the required attachments are true and correct. In case the contents of envelope No.1 and other documents pertaining to the tender submitted by me are found to be incorrect or false, I shall be liable for prosecution and punishment under section 199 and 200 of IPC 1960 and/or any other law applicable thereto.

2. The undersigned also hereby certifies that neither our firm M/s. ___________________________ have not abandoned any work in Public Work Department in Maharashtra nor any contract awarded to us for such works have not been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department relevant laws.

Place :-
Date :-
Signature of Authorized person

Applicant/Contractor Name......
Address .........................
E-mail ........ Mobile No.........
Website
FORM NO-II

DECLARATION OF THE CONTRACTOR

NAME OF WORK :-
I/We hereby declare that I/we have made myself/thoroughly conversant with the site conditions, the local conditions regarding all the specifications, bor results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the Executive Engineer, Public Division, Amalner or his duly authorised assistant, before starting the work and to abide by his decision.

I/We hereby further declare that my/our tender is unconditional in every manner or whatsoever in nature.

I/We hereby undertake to pay the labourers engaged on the work as per Minimum Wages Act, 1948 applicable to the zone concerned.

I/We have quoted my/our offer ONLINE in item rate in words as well as in figures. I/We further undertake to enter into contract in regular form in Public Works Department.

Name and Signature of the Contractor(s) / Power of attorney holder with complete address.
FORM -III
(On stamp paper of worth Rs 100/-)
MODEL FORM OF BANK GURANTEE BOND for security deposit

In consideration of the Governor of Maharashtra (herein after referred to as “the Government”) having agreed to exempt ____________________________ (herein after referred to as “the contractor”) from depositing with the Government in cash the sum of Rs. _____ (Rupees ________________________ only.) being the amount of security deposit payable by the Contractor to the Government under the terms and conditions of the agreement dated the ________ day of __________ 20__ and made between the Government on the one part, and the Contractor of the other part (hereinafter referred to as “the said Agreement”) for ________ as security for due observance and performance by the Contractor of the terms and conditions of the said agreement, on the contractor furnishing to the Government a Guarantee in the prescribed form of a Schedule bank in India being in fact those present in the like sum of Rs.________ (Rs. ________________________ only.) We _____________________________ BANK / LIMITED registered in India under __________ Act and having one of our Local Head office at __________ do hereby.

1. GUARANTEE TO THE GOVERNMENT:
   (a) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the contractor contained in the said Agreement and

   (b) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the contractor under or in respect of the said Agreement.

2. Undertake to pay to the Government on demand and without demur and notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any Court of Tribunal relating there to the said sum of Rs. ________ (Rupees ________________________ only.)
or such less sum may be demanded by the Government from us, our liability hereunder being absolute and unequivocal and agree that.

3.(a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor.

We shall not be discharged or released from liability under this Guarantee by reasons of

(i) Any change in the constitution of the Bank of the Contractor; or
(ii) Any agreement entered into between the Government and the Contractor with or without our consent.
(iii) Any forbearance or indulgence shown to the Contractor;
(iv) Any variations in the terms, covenants or conditions contained in the said Agreement.
(v) Any time given to the Contractor, or;
(vi) Any other conditions or circumstances under which, in law, a surety would be discharged.

(c) Our liability herein under shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said sum of Rs. ........................ (Rupees ................................ only.) and

(d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

IN WITNESS WHEREOF THE common seal of _________________________ has been herein affixed this ________ day of __________ 20__. The common seal of _______________________

was pursuant to the resolution of the Board of Directors of the company dated the __________ day of __________ 20__. herein affixed in the presence of __________ who, in token thereof, have here to set their respective hands in the presence of .
NAME OF WORK :- Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads And Building under the jurisdiction of P.W.Division Amalner(Amalner Taluka).

General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender passed on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer, P.W. Division, AMALNER. This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of Executive Engineer, P.W. Division, Amalner during office hours.

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

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

(i) The contractor shall pay along with the tender the sum of Rs. 100000/- as and by way of earnest money. The contractor may pay the said amount online using NEFT/REGS or payment gateway mode in favour of the Executive Engineer. The said amount of earnest money shall not carry any interest what so ever.

Amended vide G.R. PW Department’s Corrigendum No. CAT-1073/16967-D-3, dated
14/5/1976.)
ii) In the event of his tender being accepted, subject to the provisions of Sub-clause (iii) below, the said amount of earnest money shall be appropriated toward the amount of security deposit payable by him under conditions of General Conditions of Contract.

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

iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of Sub-clause (iii) above, be refunded to him on his passing receipt therefore. (Amended vide G.R., B &C Department’s No. CAT 1272/44277-C, dated 3/3/1973.)

3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who uploads tender shall fill up the usual printed form stating at what percentage below or above the rates specified in Schedule ‘B’ (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage of all the estimated rates/scheduled rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if Contractor who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.

5. The Superintending Engineer or his duly authorized assistant shall open tenders in the presence of the Contractors who have submitted their tender or their representatives who may be present at the time and he will enter the amounts of the several tenders in comparative statements in a suitable form. In the event of a tender being accepted, the Contractor shall, for the purpose of identification, sign copies the specifications and other documents mentioned in Rule 1. In the event of tender being rejected, the divisional officer shall authorize the Treasury Officer concerned to refund the amount of Earnest Money deposited to the Contractor making the tender, on his giving a receipt for the refund of the money.

6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

7. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on the Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the Schedule of materials to be supplied by the Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the Department and their rates shall be without reference to any local custom.

10. Under no circumstances shall any Contractor be entitled to claim enhanced rates for items in this contract.

11. Every registered Contractor should produce along with his tender certificate of registration as approved Contractor in the appropriate class and renewal of such registration with date of expiry.

12. All corrections and additions or pasted slips should be initialed.

13. The measurements of work will be taken according to the usual methods in use in the Department no proposals to adopt alternative methods will be accepted. The Executive Engineer’s decision as to what is “the usual method in use in the Department” will be final.

14. A tendering Contractor shall furnish a declaration along with a tender showing all works for which he has already entered into contract, and the value of the work that remains to be executed in each case on the date submitting the tender.

15. Every tenderer shall furnish along with the tender, information regarding the Income Tax return of the immediate previous financial year.

16. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for (GCD/PWD/CFM/1058/62517 of 26.5.1959).

17. The Contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule ‘A’ of the agreement, at the work site, having double locking arrangement. The materials will be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of works.

18. The Contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of Statement No. II.

19. Every registered Contractor should furnish along with the tender a statement showing previous experience of technical staff employed by him, in Statement No. IV.

20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions of Contract Labour (Regulation and Abolition) Act, 1973 within 30 days from the date of work order failing which acceptance of the tender will be liable for withdrawal and Security Deposit will be forfeited to the Government. (Reference Government of Maharashtra, Irrigation & Power Department’s letter No. LAB 1076/1181/(666E-(17), dated 8/9/1976).

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

*In figures as well as in words.*

1. I/We hereby tender for the execution, for the Governor of Maharashtra (hereinafter and hereinafter referred to as “Government” of the work specified in the underwritten memorandum within the time specified in such memorandum at (percent below/above) the estimated rates entered in Schedule – B (memorandum showing items of works to be carried out) and in accordance in all respects with the specifications, design, drawings, and instructions, in writing and in Clause-12 of the annexed conditions of the contract and agree that when materials for the works are provided by the Government such material the rates to be paid for them shall be as provided in Schedule “A” hereto.

**MEMORANDUM**

(a) if several sub-works are included they should be detailed in a separate list.

Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads And Building under the jurisdiction of P.W.Division Amalner (Amalner Taluka).

<table>
<thead>
<tr>
<th>(b) Estimated Cost</th>
<th>Rs. 31,27,000/-</th>
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<tbody>
<tr>
<td>(c) Earnest Money</td>
<td>Rs. 100000/-</td>
</tr>
</tbody>
</table>

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

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<tr>
<th>(d) Security Deposit</th>
<th>5% Amount of the contract.</th>
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<tbody>
<tr>
<td>Cash</td>
<td></td>
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</tbody>
</table>

(f) Give Schedule where necessary showing dates by which the various

(f) Time allowed for the work from the date of written order to commence

2. I/We agree that the offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. Treasury/ Bank Challan No.__________ and date __________________ or Term Deposit Receipt for a period of one year receipt no. and
In respect to the sum of Rs. (in words __________________________) representing the earnest money is herewith forwarded.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government should I/We fail to (i) abide the stipulations to keep the offer open for the period mentioned above or (ii) Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Government, a true copy of which is enclosed herewith should any occasion for forfeiture of earnest money of this works arise due to failure on my/our part to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (a) above within the time limit laid down in clause (a) of the annexed General Conditions of Contracts, the amount payable by me/us may, at the option of the Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other contract or transaction of any nature whatsoever or otherwise.

4. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of Contract annexed hereto so far as applicable and in default thereof to forfeit and pay to the Government the sums of money mentioned in the said conditions

*Amount to be specified in words and figures.

*Strike out (a) if no cash security deposit is to be taken.
**#Signature of Contractor before submission of tender.**

**Signature of Witness to contractor’s signature.**

| Contractor | :#________________________ |
| Address | ___________________ |
| Dated | : The___day of ___ 200__ |
| (Witness) | : $ |
| Address | : ___________________ |
| (Occupation) | : ___________________ |

The above tender is hereby accepted by me for and on behalf of the Governor of Maharashtra

Dated_______day of _____200

*EXECUTIVE ENGINEER*

**CONDITIONS OF CONTRACT**

Clause-1 The person/ persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, assigns) shall (A) within ten days (which may be extended by the Superintending Engineer concerned upto 15 days if the Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with executive engineer in cash of Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) of the sum sufficient which will make up to the full security deposit specified in the tender or (B) permit Government at the time of deduct such sum as will amount to _____4 _____ * percent of all moneys so payable such deductions to be held by Government by way of security deposit) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to _____4 _____ period of the total estimated payment to the contractor for work done under the contract to make up the full amount of _____ 4 _____ percent by deducting sufficient sum from every such payment as last aforesaid until the full amount for the security deposit is made u. All compensation or other sums of money payable for the contractor to Government under terms of his
Security deposit
PWD Resolution
No. CAT/1087/CR-94/ Bldg 2 dated 21-06-2004

contract may be deducted from or paid by the sale of sufficient part of his security, deposit or from the interest arising there from or from any sums which may be due or may become due by government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or referred to, when paid in cash may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired his in writing

The security deposit will not be accepted in forms of insurance company bonds. As per Government orders contained in no. CCM/PWD/CAT/42350 dated 27.12.1956. If the amount of the specified at (A) above is not paid the tender / contract already accepted shall be considered as cancelled and legal steps taken against the Contractor for recovery of the amounts. The amount of security deposit lodged by a Contractor shall be refunded along with the payment of final bill, if the date upto which the Contractor has agreed to maintain the work in good order is over, if such date is not over, only 50% amount of security deposit shall be refunded along with the payment of the final bill. The amount of the security deposit retained by the Government shall be released after expiry of period upto which the Contractor has agreed to maintain the work in good order is over. In the event of the Contractor failing or neglecting to complete rectification work within the period upto which the Contractor has agreed to maintain the work in good order, then subject to provision of Clauses 17 and 20 hereto the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.

* Note: This will be the same percentages as that in the tender at (e)

Action when whole of security deposit is forfeited.

Clause 2– In any case if the agency fails to remit the offer amount / contract amount as required under 1st year, 2nd year, 3rd year & for extension if any or under any clause of this contract of the Contractor shall have rendered himself liable to pay any amount to the whole of this security deposit or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other causes, the Executive Engineer, on behalf of the Governor of Maharashtra shall have power to adopt the following courses, as he may deem best to the interest of Government.
a) To rescind the contract (for which recession notice in writing to the Contractor under the hand on Executive Engineer shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Government.

**Extension of time**

*Clause 3* – If the Contractor shall desire an extension of the time for he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days of expiry of original period of three years for extension, whichever is earlier and the Executive Engineer be if in his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper, the decision of the Executive Engineer in this matter shall be final.

**Final certificate.**

*Clause 4* – On the completion of the work the Contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to Comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as the thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
<table>
<thead>
<tr>
<th><strong>Works to be executed in accordance with specifications, drawings, orders etc.</strong></th>
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<tr>
<td><strong>Clause 5-</strong> The Contractor shall execute the whole and every part of in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets, of contract drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawing if required by him, shall be supplied at the rates Rs. 300/- per set of contract drawing and Rs.200/- per working drawing except where otherwise specified.</td>
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<tr>
<th><strong>Time limit for unforeseen claims.</strong></th>
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<tr>
<td><strong>Clause 6-</strong> Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the Contractors shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.</td>
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<tr>
<th><strong>Clause 7</strong> The Contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith:</th>
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<tbody>
<tr>
<td>a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.</td>
</tr>
<tr>
<td>b) A scaffold shall not be constructed, taken down or substantially altered except:-</td>
</tr>
<tr>
<td>i) Under the supervision of a competent and</td>
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<td><strong>Measurement for prevention of fire.</strong></td>
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<td><strong>Liability of Contractor for any damage done in or outside work area.</strong></td>
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<td><strong>Employment of female labour</strong></td>
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<td><strong>Work on Sunday</strong></td>
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<td><strong>Work not to Sublet.</strong></td>
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<td><strong>Contract may be rescinded and security deposit forfeited for subletting it approval or for bribing a public officer or if contractor becomes insolvent.</strong></td>
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<td>charge. And if the Contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer of person in the employment of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer – in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensure as if the contract had been rescinded under Clause 3thereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.</td>
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<td><strong>Sum Payable by way compensation to be considered as reasonable compensation without reference to actual loss.</strong></td>
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<td><strong>Clause 13-</strong> All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.</td>
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<td><strong>Changes in the constitution if firm to be notified</strong></td>
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<td><strong>Clause 14 :</strong> In case of tender by partners, any change in the constitution of a Firm shall be forthwith notified by the Contractor to the Executive –in-charge for his information.</td>
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<td><strong>Direction and control of the Superintending Engineer.</strong></td>
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<td><strong>Clause 15-</strong> All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.</td>
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<td><strong>Direction and control of the Superintending Engineer.</strong></td>
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<td><strong>Clause 16 (1) –</strong> Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in the force, the decision of the Superintending Engineer of the Circle for the time being shall be final conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or thing</td>
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whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof.

**Clause 16 (2)** - the Contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the Circle as aforesaid appeal against it to the Chief Engineer concerned, with the contract work or project provided that - (a) The accepted value of the contract exceeds Rs. 10 lakhs (Rupees Ten lakhs) (b) Amount of claim is not less than Rs.1.00 lakhs (Rupees one lakh)

**Clause 16 (3)** - If the Contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the Contractor may, within thirty days of receipt by him of any such order appeal against it to the concerned Secretary, Public Works Department/ Irrigation Department who, if convinced that prima-facie the Contractor's claim rejected by the Superintending Engineer/ Chief engineer is not frivolous and that there is some substance in the claim of the Contractor as would merit a detailed examination and decision by the Standing Committee shall put up to the Standing Committee at Government level for suitable decision (Vide PW Circular No. CAT-1086-CR-110/Bldg.2, dated 7.5.1986).

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<tr>
<th>Actions where no specifications.</th>
<th>Clause 17 - In the case of any class of work for which there is no such specifications as is mentioned in Rule 1 of Form B-1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respect in accordance with all instructions and requirements of the Engineer-in-charge.</th>
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<td>Definition of work</td>
<td>Clause 18 - The expression &quot;Work&quot; or &quot;Works&quot; where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be construct to mean the work or works contracted to be executed under or in virtue of the contract, where temporary or permanent an whether original, altered, substituted or additional.</td>
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<td>Compensation under Workmen's Compensation Act.</td>
<td>Clause 19 - The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's compensation Act, 1923 (VII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable / pad by the Government as principal under sub-section (1) of Section 12 the said Act on behalf of the Contractor, it shall be recoverable by the Government from the Contractor.</td>
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under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1 above.

**Clause 20 (A)** - The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of the Government from any amount due or that may become due to the Contractor.

**Clause 20 (B)** - The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

a) The workers shall be required to use the equipments so provided by the contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

b) when work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

| **Govt. Circular No.PWD/ID CAT-6076/3336/(400)/ Bldg.2, dated 16/08/1985.** |
| **Clause 20 (C)** - The Contractor shall duly comply with the provisions of " the Apprentices Act, 1961" (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subjected to all the liabilities and penalties provided by the said Act and said Rules. |

| **Employment of famine labour etc.** |
| **Clause 21** - The Contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-Charge. |

<p>| <strong>Claim for compensation for delay in</strong> |
| <strong>Clause 22</strong> - No compensation shall be allowed for any delay caused in the starting of the work on account of handing over of the site location or, in the case of clearance |</p>
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<th><strong>starting the work.</strong></th>
<th>works, on account of any delay in accordance to sanction of estimates.</th>
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| **Minimum age of person employed, the employment of donkeys and/or other animals and the payment of fair wages.** | **Clause 23 -**
\( i \) No Contractor shall employ any person who is under the age of 18 years.
\( ii \) No Contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Newar).
\( iii \) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
\( iv \) The Engineer-in-Charge or his agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.
\( v \) The Contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the Contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Government at the sanctioned tender rates.
| vi | Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
\( vii \) Contractor to take precautions against accidents which take place on account of labour using loose garments while working near machinery.
\( viii \) All facilities provided in the Contract Labour (Regulation and Abolition Act 1971), the Maharashtra Contract Labour Regulation and Abolition Rule 1971 should be provided. |
| **Acceptance of conditions compulsory before tendering for work.** | **Clause 24 -** Any Contractor who does not accept these conditions shall not be allowed to tender for work. |
| **employment of scarcity labour.** | **Clause 25 -** The price quoted by the Contractors shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to change a private purchaser for the same class and description, the control price or the price permissible under the provisions of Hoarding and Profiteering Prevention Ordinance, 1948 as amended from time to time. If the price quoted
exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the Contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controller price as permissible under the Hoarding and Profiteering Prevention ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

Clause 26 – “The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of the leviable tax in respect of work executed service Tax.”

Clause 27 - The rates to be quoted by the Contractor must be inclusive of MVAT. No extra payment on this account will be made to the Contractor.

Clause 28 - The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department Scheme. Provided, however, that if the required unskilled labours are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in-charge of the said work, obtain the rest of requirement of unskilled labour from the outside the above scheme.

Clause 29 – Wages to be paid to the skilled and unskilled laborers engaged by the Contractor.

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

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time, if he fails to do so, his failure will be a breach of the Contract and the Superintending Engineer may in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
The Contractor shall pay the laborers – skilled and unskilled – according to wages prescribed by Minimum Wages Act, 1948 applicable to the area in which the work is in progress.

| **Government Circular No. CAT 1274/40364/Desk-2, Mantralaya, Mumbai.32 dated 07/12/1976.** | **Clause 30** - All amounts whatsoever which the Contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (i) materials and /or stores supplied/issued hereunder by the Government to the Contractor, (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Government to the Contractor for execution by him of the work and /or which advances have been given by the Government to the Contractor shall be deemed to be arrears of land revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the Contractor as arrears of land revenue. |
| **Government Circular No. CAT 1284/(120)/Building-2, Mantralaya, Mumbai.32 dated 14/08/1985.** | **Clause 31** - The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statues and statutory provisions concerning payment of wages particularly to workmen employed by the Contractor and working on the site of work. In particular the Contractor shall pay wages to each worker employed by him on the site of work at the rates prescribed under Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. If the Contractor fails or neglects to pay wages at the said rates or makes short payment and the Government makes such payment of wages in full or part thereof less paid by the Contractor, as the case may be, the amount so paid by the Government to such workers shall be deemed to be arrears of land revenue and the Government shall be entitled to recover the same as such from the Contractor or deduct the same from the amount payable by the Government to the Contractor hereunder or from any other amount(s) payable to him by the Government.  
**Clause 32** - The Contractor shall engage apprentice such as brick layer, carpenter, wiremen, plumber, as well as blacksmith by recommended by the State Apprenticeship Advisor, Director of Technical Education, Dhobi Talaw, Mumbai 400 001. In the construction work (as per Government of Maharashtra, Education Department No. TSA/5170/T5689, dated 7.7.1972).

e) RELATION WITH PUBLIC AUTHORITIES:
The Contractor shall make sufficient arrangements for draining away the sewage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The Contractor shall comply with rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government. (Government of Maharashtra, P.W.D. Resolution No. CAT-1086/CR 243/D/Bldg.2, Mantralaya, Mumbai, dated 11/9/1987).

Clause 34 – CONDITIONS RELATING TO INSURANCE OF CONTRACT WORK.

The Contractor shall take out Insurance Policy/Policies (viz Contractor's All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as directed by the Directorate of Insurance) so as tovide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period COMPULSORY from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, First Floor, Opposite Kalanagar, Bandra (East), Mumbai 400 051." (Telephone No. 022 – 26590403 / 26590690 and Fax No. IS022-26592461/26590403).

Similarly all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance Policy. Insurance Policy/Policies taken out from any other company will not be accepted. If any contractor has not taken out the Insurance Policy from the Directorate of Insurance, Maharashtra State Mumbai or have effected insurance with any Insurance Company, the same will not be accepted and one percent (1%) of the tender amount or such amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.
ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

Note: - These are to apply as additional specifications and conditions unless already provided for contradictorily elsewhere in this contract.

1.0 CONTRACTOR TO INFORM HIMSELF FULLY:

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigation to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Department but without any guarantee about it. If he shall have any doubt as to the meaning of any portions of these general conditions or the special additional conditions, or the scope of work or the specifications and drawings or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Executive Engineer, Public Division, Amalner in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

2. INDEMNITY:

The contractor shall indemnify the Government against all actions, suits, claims and demands brought or made against him in respect of anything done or committed to be done by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the Government in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the works of this contract.

3. DEFINITIONS:

Unless excluded by or repugnant to the context,
(a) The expression "Government" as used in the tender papers shall mean the Public Works, Department of the Government of Maharashtra.

(b) The expression "Chief Engineer" as used anywhere in the tender papers shall mean Chief Engineer or the Government of Maharashtra who is designated as such.

(c) The expression "Superintending Engineer" as used in the tender papers shall mean an officer of Super intending Engineer's rank (by whatever designation he may be known) under whose control the work lies for the time being,

(d) The expression "Engineer" or "Engineer-in-charge" as used in the tender papers shall mean the Executive Engineer in charge of the work for the time being.

(e) The expression "Advertisement Agent / Agency" used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorized to proceed with the work. The contractor shall / may be the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such an individual or person comprising such firm or company as the case may be and permitted assigns of such individual or firm or company.
The expression "Contract" as used in tender papers shall mean the deed of contract together with its original accompaniment and those later incorporated in it by mutual consent. The contract shall mean the notice offender the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein and the accepted conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one other.

The expression "Plant" as used in the tender papers shall mean every machinery, necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in, altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used thereof.

"Drawing" shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Engineer's representative" shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.

"Provision sum" or "Provisional lump-sum" shall mean a lump sum included by Government in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.

"Provisional items" shall mean items for which approximate quantities have been included in the tender documents.

The "Site" shall mean the Sands and / or other places, on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of contract.

The "Work" shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the Contract.

The "Contract Sum" shall mean the sum for which the tender is accepted.

The "Accepting authority" shall mean the officer competent to accept the tender. The "Accepting Authority" shall mean the Executive Engineer, Public Works Division, Amalner.

The "Day" shall means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.

"Temporary Works" shall means all temporary works of every kind required in or about the execution completion or maintenance of the work.

"Urgent Works" shall means any measure which in the opinion of the Engineer-In Charge become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work.
or the persons working thereon.

S) A "Week" shall means seven consecutive days without regards to the number of hours worked on any day in that week.
T) "Excepted Risks" are risks to riots (other wise than among contractors employees) and civil commotions (in so far as both these are uninsurable) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, lightening and unprecedented floods over which the contractor has no control and accepted as such by the accepting authority. Where the context so requires, words importing the singular number only also include the plural number and vice-versa.

Heading and Marginal notes if any to the general condition shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof the contract.

Wherever, there is mention of "Schedule of Rates" of the division or simply D.S.R. of schedule rates in this tender, it will be taken to mean as "The schedule of rate of the Division in whose jurisdiction the work lies"

3. ERRORS, OMISSION AND DISCREPANCIES:

In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawing or between drawings and specifications etc. The following order of preference shall apply.

I) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.

ii) Between the written or shown description of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.

iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.

iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.

In case of difference between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as correct. In other cases correct rate would be that, which is lower.

In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item or specification, reference shall be made to the Executive Engineer, Public Division, Amravti. whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

The special provisions in detailed specifications and wording of any item shall gain precedence over corresponding contract provisions (if any) in the standard specifications of public works department Hand Book where reference to such specifications is given without reproducing the details of contract.
4.1.1 Contractor shall furnish at least 15 days in advance his programme of commencement of item of work, the details of actual methods that would be adopted by the contractor for the execution of various items of work such as well sinking, cast-in-situ, superstructure for bridge work items etc. for bridge works supported by necessary detailed drawings and sketches including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc. and obtain prior approval of the Engineer-In-Charge well in advance of starting of such item of work. The Engineer-In-Charge reserves the right to suggest modifications or make complete changes in the method proposed by the contractor, whether accepted previously or not at any stage of the work, to obtain desired accuracy quality and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the contractors, will however, rest on the contractor, irrespective of any approval given by the Engineer.

5. WORKING METHODS:

Contractor shall submit, within 15 days, in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by Engineer, at each of the locations, supported by necessary detailed drawings and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. And obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the method proposed by the contractor, whether accepted previously or not, at any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered.

6. TREASURE-TROVE:

In the event of discovery by the contractor or his employees, during the progress of the work of any treasure, fossils, minerals or any other articles of value or interest, the contractor shall give immediate intimation thereof to the Engineer and forthwith hand over to the Engineer such treasure or things which shall be the property of Government.

7. AGENT AND WORK-ORDER BOOK:

The contractor shall himself manage the work or engage an authorized all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract condition. A qualified and experience, Engineer shall be provided by the Contractor as his agent for technical matters in case the Engineer-in charge considers this as essential for the work and so directs contractors. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by the Contractor and notify
changes when made, and satisfy the unquestionable right to ask for change in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer.

A work-order book shall be maintained on site and it shall be the property of Government and the Contractor shall promptly sign orders given therein by Executive Engineer or his representative and his superior officers, and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

8). Insurance of Contract work.

(i) Contractor shall take out necessary Insurance Policy/Policies (Viz contractors all risk Insurance policy, Erection all risk, Insurance policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded work for total contract value and complete contract period compulsorily from the, “Directorate of Insurance, Maharashtra State, Mumbai” only. Its postal address for correspondence is “264, MHADA, First Floor, Opp. Kalanagar, Bandra (East) Mumbai-400051”. (Telephone Nos. 26590403/26590690 and Fax Nos. 26592461/26590403. Similarly all workmen appointed to complete the contract work are required to insure under workmen’s compensation insurance Policy. Insurance Policy/Policies taken out from any other company will not be accepted. If any Contractor has effected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risk of insurance among the other resources.

(ii) The contractor shall provide in the joint names of the Employer and the contractor insurance through Director of insurance Govt.of Maharashtra from the start date to the end of the Defects Liability Period for the following events which are due to the Contractors risks. The Contractors all risk policy and the workmens insurance policy shall be within the Maharashtra insurance Fund only as stated above.

A) Loss of or damage to the work, plant and materials
B) Loss of or damage to Equipment
C) Loss of or damage of property (except the work, plant, materials and Equipment) in connection with the contractor and
D) injury or death of person / persons & property
Policies and certificates for insurance shall be delivered by the contractor to the Engineer for the Engineer’s approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

The insurance charges born by contractor will be reimbursed by department at the time of Final Bill. For this purpose contractor should submit proof of payment of Insurance charges to Director of Insurace Govt. of Maharastra along with policy Issue by Director of Insuracne Govt. of Maharastra.

If the contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor preferably from first running bill of 1% of the contract amount or, if no payment is due, the payment of the premiums shall be a debt due.

Alteration to the terms of an insurance shall not be made without the approval of the Engineer.

Both parties shall comply with any conditions of the insurance policies.

9. The responsibility of achieving quality of work will be on the contractor who will take action as stipulated in standard specification as per Schedule “C”.

10. The contractor should produce the no objection certificate obtained from the Maharashtra Pollution Control Board.

11. Supply of Colour Record Photographs and Album:

The contractor shall arrange to take colour photograph at various stages/Facts of the work including interesting and novel features of the work as desired by the Engineer-in-charge. Photographs shall be of acceptable quality. Each photograph taken shall be standard post card size, marked in albums of acceptable quality. Also the C.D. or the same shall be supplied for each photograph in the Album shall be suitably captioned. The contractor shall arrange for taking video films of important activities of the work as directed by the Engineer-in-charge during the currency of the project and editing them to a video film of playing time not less than 60 minutes and up to 180 minutes as directed by the Engineer-in-charge. It shall contain narration of the acceptable quality and the
film shall be capable of producing colour pictures.

12) After award of contract, contractor will have to provide and fix the information boards showing name, tender cost, period of completion, Name and Telephone number of agency and Executive Engineer and other details as directed by Engineer-in-charge as per drawing attached. It is incidental to work & no Extra payment will made to the contractor.
**NAME OF WORK :-** Proposal for Advertisement Rights through Hoardings at various location on P.W.D.Roads And Building under the jurisdiction of P.W.Division Amalner(Amalner Taluka)

**Schedule ‘B’ for ROAD Side**

<table>
<thead>
<tr>
<th>Sr-No</th>
<th>Name of Work Road/Location</th>
<th>Chainage</th>
<th>MDR/SH</th>
<th>No of Hording</th>
<th>Size Of Hording</th>
<th>Revenue Expect.(Rs. inLakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Meharagaon-Dhule-Amalner –Chopada tal-Amalner</td>
<td>45/190 to 64/790</td>
<td>SH-15</td>
<td>40</td>
<td>5 x 5</td>
<td>5.00</td>
</tr>
<tr>
<td>2</td>
<td>Paladhi-Dharangao-Betavad-Shindhakheda Tal-Amalner</td>
<td>40/00 to 60/00</td>
<td>SH-06</td>
<td>40</td>
<td>5 x 5</td>
<td>5.00</td>
</tr>
<tr>
<td>3</td>
<td>Vavade Javakheda Janave Bahadarpur Tal-Amalner</td>
<td>0/00 to 20/00</td>
<td>MDR-46</td>
<td>38</td>
<td>4 x 4</td>
<td>3.04</td>
</tr>
<tr>
<td>4</td>
<td>Mongaile-Bahadarpur-Fafora Amalner Marvad Nim Kapileswar Tal-Amalner</td>
<td>21/700 to 58/300</td>
<td>MDR-49</td>
<td>64</td>
<td>4 x 4</td>
<td>5.12</td>
</tr>
<tr>
<td>5</td>
<td>Jambhora-Dheku-Amalner-Shirasale-Mandal Tal-Amalner</td>
<td>19/300 to 41/700</td>
<td>MDR-51</td>
<td>42</td>
<td>4 x 4</td>
<td>3.36</td>
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<tr>
<td>6</td>
<td>Satri-Bohara-Nim-Bhilali-Mandal Tal-Amalner</td>
<td>70/00 to 98/300</td>
<td>MDR-52</td>
<td>42</td>
<td>4 x 4</td>
<td>3.36</td>
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<tr>
<td>7</td>
<td>Amalad Shahada Sangvi Hated Amalner Road</td>
<td>22 km</td>
<td>SH 1</td>
<td>8</td>
<td>6 x 3</td>
<td>0.72</td>
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<tr>
<td>8</td>
<td>Meharagaon-Dhule-Amalner –Chopada tal-Amalner</td>
<td>64/790 to 85/00</td>
<td>SH 15</td>
<td>6</td>
<td>6 x3</td>
<td>0.54</td>
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<tr>
<td>9</td>
<td>Paladhi-Dharangao-Betavad-Shindhakheda Tal-Amalner</td>
<td>21/00 to 36/600</td>
<td>SH 6</td>
<td>11</td>
<td>6 x 3</td>
<td>0.99</td>
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</table>
**Schedule ‘B’ for Building**

<table>
<thead>
<tr>
<th>Sr-No</th>
<th>Name of Work/Building location</th>
<th>No of Hording</th>
<th>Size Of Hording (meter)</th>
<th>Revenue Expect. (Rs in Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Court Building</td>
<td>4</td>
<td>5 x 5</td>
<td>0.50</td>
</tr>
<tr>
<td>2</td>
<td>Treasury Building</td>
<td>2</td>
<td>4 x 4</td>
<td>0.16</td>
</tr>
<tr>
<td>3</td>
<td>Sub divisional Police Building</td>
<td>6</td>
<td>5 x 5</td>
<td>0.75</td>
</tr>
<tr>
<td>4</td>
<td>Tahasil Building</td>
<td>2</td>
<td>4 x 4</td>
<td>0.16</td>
</tr>
<tr>
<td>5</td>
<td>ITI Building</td>
<td>4</td>
<td>5 x 5</td>
<td>0.50</td>
</tr>
<tr>
<td>6</td>
<td>Public work division office</td>
<td>8</td>
<td>5 x 5</td>
<td>1.00</td>
</tr>
<tr>
<td>7</td>
<td>Marawad police Station</td>
<td>2</td>
<td>4 x 4</td>
<td>0.16</td>
</tr>
<tr>
<td>8</td>
<td>Green Godown Building</td>
<td>2</td>
<td>5 x 5</td>
<td>0.75</td>
</tr>
<tr>
<td>9</td>
<td>Rural Hospital</td>
<td>2</td>
<td>4 x 4</td>
<td>0.16</td>
</tr>
</tbody>
</table>

Total Rs.31.27 lakhs Rs.Thirtyone lakhs twentyseven thousand only