

**MAHARASHTRA JEEVAN PRADHIKARAN  
MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE  
MAHARASHTRA JEEVAN PRADHIKARAN WATER  
MANAGEMENT DIVISION, AMBERNATH**



**e- TENDER NOTICE NO. 40 For 2026-27**

**NAME OF WORK:- M & R To Ambernath Water works  
Providing services of skilled staff for Office  
Works at Ambernath and Badlapur Office for  
period of One Year.**

**TALUKA-AMBERNATH DISTRICT - THANE**

**TENDER DOCUMENT**

**EXECUTIVE ENGINEER  
MAHARASHTRA JEEVAN PRADHIKARAN WATER MANAGEMENT DIVISION  
AMBERNATH  
SAVE WATER EVERY DROP COUNTS**

**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE**

**MAHARASHTRA JEEVAN PRADHIKARAN WATER  
MANAGEMENT DIVISION, AMBERNATH**

**Name of Work :- M & R to Ambernath Water Works**

**Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

**e- TENDER NOTICE NO. 40 FOR 2026-27**

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# **PRESS TENDER NOTICE**

Contractor

No. Of Corrections

Executive Engineer

## महाराष्ट्र जीवन प्राधिकरण ई-निविदा सुचना क्र. ४० सन २०२६-२७

कार्यकारी अभियंता, मजीप्राजव्य विभाग, अंबरनाथ यांच्याकडून अंबरनाथ विभाग कार्यालय तसेच अंतर्गत उपविभाग अंबरनाथ व बदलापूर येथील कार्यालयीन कामाकरीता आवश्यक मनुष्यबळ पुरविणेच्या कामाची ई-निविदा मागविण्यात येत आहे.

कामाची अंदाजित किंमत रु.२८,५७,३३२/- (रुपये अठ्ठावीस लाख सत्तावन्न हजार तीनशे बत्तीस मात्र) इतकी आहे. (१२ महिन्यांकरीता)

सदर निविदेचा सविस्तर तपशिल दि.१५/०५/२०२६ पासून [www.mahatenders.gov.in](http://www.mahatenders.gov.in) व [www.mjp.maharashtra.gov.in](http://www.mjp.maharashtra.gov.in) या वेबपोर्टलवर उपलब्ध करून देण्यात आलेला आहे. निविदा प्रक्रिया कार्यक्रमाच्या सर्व तारखा या वेबपोर्टलवर अपलोड करण्यात आलेल्या ऑनलाईन निविदा सुचनेनुसार राहतील.

ठिकाणी :- अंबरनाथ

दिनांक :- ११/०५/२०२६

सही/-

कार्यकारी अभियंता,  
मजीप्राजव्य विभाग अंबरनाथ

**MAHARASHTRA JEEVAN PRADHIKARAN****E-TENDER NOTICE NO.40 FOR 2026-27**

Maharashtra Jeevan Pradhikaran Water Management Division, Ambernath invites e-Tender notice for the work of **“Providing Services of Skilled staff for Office works at Ambernath and Badlapur Office for the period of One year”**

The Estimated cost of the work is Rs.28,57,332/- (Rs. Twenty Eight Lakh Fifty Seven Thousand Three Hundred Thirty Two Only)

The e-Tender details are available on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) & [www.mjp.maharashtra.gov.in](http://www.mjp.maharashtra.gov.in) from dtd. 15/05/2026. All relevant dates will be as per the tender publish in web portal [www.maharatenders.gov.in](http://www.maharatenders.gov.in)

**Place : Amberanth**

**Date : 11/05/2026**

**Sd/-  
Executive Engineer,  
M.J.P.W.M. Division Ambernath**

## **DETAILED TENDER NOTICE**

Contractor

No. Of Corrections

Executive Engineer

**DETAILED TENDER NOTICE**  
**MAHARASHTRA JEEVAN PRADHIKARAN WATER**  
**MANAGEMENT DIVISION AMBERNATH**

**Detailed E-Tender Notice No. 40 for 2026-27**

Online percentage rate basis Tender in B-1 Form in two envelopes system are invited for the following works from the firm/company that shall be a sole entity incorporated under the Indian Companies Act 1956/2013 or the company should be a proprietary firm/Partnership Firm & should submit registration under the governing legislation Or valid License of firm from competent registration authority OR the contractors registered with MJP in Class-V (civil) & above or PWD/MIDC/CIDCO or Any Other Government Dept registered contractor equivalent class of MJP by the Executive Engineer, MJP WM Division, Ambernath (on behalf of the Superintending Engineer Circle, Thane) on the Government of Maharashtra e- Tendering Portal <http://.mahatender.gov.in>

*Note : In order to participate in e-tendering process, it is mandatory for new contractors (first time users of this website) to complete the Online Registration Process for the e-Tendering website. For guidelines, kindly refer to Bidders Manual Kit documents provided on the website*

**NAME OF WORK: M & R To Ambernath Water works**  
**Providing services of skilled staff for Office Works at Ambernath and Badlapur Office for period of One Year.**

- a) **AMOUNT PUT TO TENDER** : Rs.28,57,332/-
- b) **EARNEST MONEY DEPOSIT** : Rs.28,573/-
- c) **DOWNLOADING COST OF TENDER DOCUMENTS :-** Rs. 1180/-  
**(Including 9%CGST+9%SGST)(Non-refundable).**
- d) **CLASS OF CONTRACTOR** : Class V (Civil) and above with M.J.P.or registered in CIDCO/MIDC / PWD OR Any Government or Semi Government in equivalent class of MJP or the firm/company that shall be sole entity incorporated under the Indian Company Act 1956/2013 or Partnership Act 1932 or Proprietary Firm registered under the government legislation.

Contractor

No. Of Corrections

Executive Engineer

## 1. EARNEST MONEY DEPOSIT/TENDER FEES:

Tender fee and EMD shall be paid by

1. SBI Net Banking or
2. Other Bank Internet Bank MOPS.

For any assistance please contact help desk. Details are available online.

The

online payment procedure can be seen on <https://mahatender.gov.in>  
Announcement online payment procedure.

Online payment requires 48 hours in Bank working days for clearance and hence, payment should have been made accordingly.

The EMD will be retained in the pooling account and will be refunded to the unqualified / unsuccessful bidders after award of tender to the successful lowest bidder. The EMD of successful bidder will be ultimately refunded or will be adjusted against the security deposit after selection of the successful bidder at the time of execution of the contract. In case, the Chief Engineer decided to forfeit / adjust the EMD amount of the bidder, the EMD amount in such cases shall be credited to the bank account of the MJP. The mandate for EMD refunds / forfeit / adjustment against security deposit shall trigger from e-tender application of NIC portal.”

***NOTE - The bidder should make the payment well in advance so as to ensure that the payment reaches to Bank 4 (four) days before date and time for submission of tender.***

## 2. SECURITY DEPOSIT

- 4% of the Estimated cost or Accepted Tender cost whichever is higher
- Initial Security Deposit.  
2% of estimated cost or accepted tender cost whichever is higher in the form of Fixed Receipt OR Bank Guarantee from Nationalized / Scheduled Bank in the name of **Executive Engineer, MJP WM Division Ambernath**, for initial minimum period of 12 months (time limit) and shall be extended suitably if the work is not completed within the time limit.
- Deductions through R.A. Bills.  
Balance 2% amount will be recovered through each running bill at 5% of the gross amount of R.A. Bill to the extent that total required security deposit is to be recovered.

## 3. ADDITIONAL PERFORMANCE SECURITY DEPOSIT (PERFORMANCE SECURITY)

If the tenderer has quoted the offer below cost put to the tender, it is mandatory that the first lowest (L-1) tenderer shall have to submit Additional Security Deposit (ASD)(Performance Security) in the form of Bank Guarantee(Annexure-1)/ Demand Draft of any Nationalized or Scheduled bank in favour of the "Executive Engineer, Maharashtra Jeevan Pradhikaran Water Management Division, Ambernath" within ten days from opening of Envelop No. 1 and Envelop No.2 to

the Executive Engineer, Maharashtra Jeevan Pradhikaran Water Management Division, Ambarnath. If -the first lowest (L-1) tenderer failed to submit the Additional Performance Security Deposit within ten days then his tender shall be liable for rejection and his EMD will be forfeited. In such case, if the second lowest (L-2) tenderer agree to execute the work at less than the rates of first lowest tenderer, then his tender will be accepted. The 2<sup>nd</sup> lowest tenderer will have to submit the Additional Performance Security Deposit in form of Bank Guarantee/Demand Draft.

The amount of the Additional Security Deposit shall be calculated by the tenderer in accordance with the following manner.

If the tenderer has quoted below to the estimated rates, the additional security deposit (performance Security) shall be paid additionally as mentioned below.

Rate Quoted to estimated rate	Additional Security Deposit (Performance Security)
Below 0% to 1%	Nil
Below more than 1% to 10%	1% of Estimated cost put to tender
Below than 10% to 15% below	% of ASD =(% Rate quoted -10% + 1) e.g.If 15 % below is quoted the amount of performance security (Additional Security Deposit) shall be (15- 10+1)=6% of estimated cost put to tender. If the amount is less than Rs.1000/-,then minimum amount to be Rs.1000/-
More Than 15% below	% of as ASD = 2 x (%rate quoted – 15%) +6 e.g .if 19% is quoted, the amount of performance security shall be [2x(19% - 15%)] + 6 = [4 x 2]+6=14% of cost put to tender. If the amount is less than Rs.1000/-,then minimum amount shall be Rs.1000/-

The Bank Guarantee (Annexure-1) shall be valid up to defect liability period of the tender. It should bear MICR and IFC code.

In case, it is found that the documents/ Bank Guarantees submitted by the tenderer are false or misleading his earnest money shall be forfeited. Also the registration of the tenderer shall be suspended for the period of one year. Additionally legal action may be initiated against the tenderer.

The work order shall be given to the concerned tenderer after the confirmation of the Bank Guarantee submitted by him.

### 3. STAMP DUTY

The contractor shall bear the revenue stamp as per the Indian Stamp Duty Act (1985) (latest revision) provision applicable during contract period. The required Stamp Duty shall be paid through Government Receipt Accounting System (GRAS) to Government Account.

#### 4. TIME OF COMPLETION

**12 months calendar months** including Monsoon. This will be counted from the date of issue of the work order.

#### 5. DETAILED TENDER SCHEDULE

Sr. No.	Activities	Date & Time
1	Tender publishing date	15/05/2026 at 13.00 hrs.
2	Documents download start date	15/05/2026 at 15.00 hrs.
3	Documents download end date	30/05/2026 at 17.00 hrs.
5	Bid submission start date	16/05/2026 at 13.00 hrs
6	Bid submission closing date	30/05/2026 at 17.00 hrs.
7	Bid opening date (Technical Bid)	01/06/2026 at 11.00 hrs.
8	Bid opening date (Commercial Bid)	Will be communicated separately after opening of Technical Bid

#### 6.A. PRE QUALIFICATION CRITERIA

- i. The firm/contractor should with MJP in Class-**V** (Civil) & above or PWD/MIDC/CIDCO or Any Other Government Dept. equivalent class of MJP OR firm/company who shall be a sole entity incorporated under the Indian Companies Act 1956/2013 or the company should be a proprietary firm/LLP & should submit registration under the governing legislation Or valid License of firm from competent registration authority. (The validity of registration should be atleast up to the last date for submission of tender, then only pre-qualification will be considered. It is necessary to renew the registration before issue of work order. Bidder need to submit online copy of registration)
- ii. The firm should have registration with the employees Provident Fund & Miscellaneous Provisions Act 1952. The necessary document should be enclosed
- iii. The firm/Contractor/Company shall have valid GST No., PAN No.
- iv. The firm/company shall be a sole entity incorporated under the Indian Companies Act 1956/2013 or the company should be a proprietary firm/Partnership Firm & should submit registration under the governing legislation Or valid Licence of firm from competent registration authority
- v. No Joint Venture/Collaboration are allowed.
- vi. The Firm/Company/Contractor/Agency should submit the list of similar type of works completed satisfactory in last 5 Years.
- vii. The Firm/Company/Contractor/Agency should submit experience certificate of such similar type of at least one work valued Rs. 14 lakhs in single contract. The experience

Contractor

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Executive Engineer

Certificate should be from Government/Semi-Government/MSED/MGL Or any reputed Private Company. Experience Certificate should be signed by officer not below the rank Executive Engineer /Superintending Engineer/Director of Company.

- viii. The agency/firm/company should submit certificate of last five years turnover signed by Chartered Accountant bearing UDIN No. The average turnover of agency / firm/company for last five years should be minimum Rs.22 lakhs
- ix. Number of staff should be registered under ESI & EPF separately Minimum 6 Nos. (Skilled staff) required with their ESI & EPF contribution. Documentary proof of minimum last one year of ESI & EPF contributions to be submitted
- x. The tenderer should have minimum experience of providing 6 Nos. (Skilled staff) for various office Works etc in Govt. / Semi Govt. /MSED/MGL Or any reputed Private Company for 12 months and certificate to that effect should be submitted. The experience certificate should be signed not below the rank of Executive Engineer or Equivalent Officer or Director of company.
- xi. Declaration of contractor in prescribed format. (Annexure-2)
- xii. Under taking by contractor in prescribed format. (Annexure-3)
- xiii. Scanned copy of self-declaration (Annexure-4) that his company is not black listed by any Govt./Semi Govt. Organization/any local bodies and any other Private bodies.
- xiv. Affidavit on stamp paper of Rs. 500/-(Annexure-5)
- xv. Information regarding any litigation, current or during the last 5 years, in which the Bidder is involved, the parties concerned and disputed amount (Annexure-6)
- xvi. The agency/firm/Company/Should submit certificate of last three years turnover signed by Chartered Accountant bearing UDIN No (Annexure-7)
- xvii. Declaration of minimum wages on stamp paper of Rs. 500. (Annexure-8)
- xviii. Declaration of contractor in prescribed format. (Annexure-9)
- xix. Valid Professional Tax Registration.

- 6.B Contractors having registration up to Rs. 1.50 Cr. With Maharashtra State Public Works Department (PWD) and other firm/company/sole proprietary not registered with MJP or any Govt. Department are also eligible subject to ful-filling the pre-qualification criteria as mentioned below.**

No.	Description	Criteria
1.	Maximum Turnover during last 5 years	The bidder shall have maximum annual turnover not less than Rs.22 lakhs in the last 3 years. Bidder should submit certificate duly signed by chartered accountant.
2.	Minimum cost of at least one similar equivalent work done in the last 5 years	The contractor should have completed successfully at least one similar equivalent work costing Rs. 14 lakhs or more in single contract.
3.	The minimum quantity Bidder should have executed of prominent items of the tendered work in any one year during last 5 years	As per 6A (x) Pre-Qualification criteria, should be have fulfilled. All the required certificates must be of latest 5 years.
4.	Bid Capacity	As mentioned below in Sr. No. 6-C
5.	Tender Work should be executed by the bidder himself. If the work is carried out through subletting, the written permission of the concerned officer not below the rank of Executive Engineer about the subletting need to be submitted.	
6.	Total value of work performed in the last five years (Immediately preceding the financial year in which bids are received) and bid capacity calculation shall be certified by Chartered Accountant.	

- 6.C All the documents pertaining to pre-qualification criteria shall be submitted separately online in Envelop No.1 (Technical Bid).**

After submitting the tender i.e. after Bid lock, while opening the Technical Bid, if bidder requests in writing not to open his Commercial Bid, his request will not be considered and his Commercial Bid will be opened. In case if the rates quoted by such bidder found to be lowest, his tender will be accepted and process as per tender conditions to issue work order will be started. If contractor show unwillingness to do the work, then his Tender Security will be forfeited and he will be debarred for one year to participate for all tenders of Maharashtra Jeevan Pradhikaran in Thane Region. This condition is in addition to the condition No.2 (A) (iii) of General Rules and Directions for the Guidance

of Contracts of Form B-1. The decision of the Chief Engineer, M.J.P. Thane will be final and binding to contractor

For any false/fraudulent paper/ information submitted in envelop No.1, contractor will liable be disqualified for opening of Envelop No.2 i.e. Commercial Bid and process for black listing to him will start.

Even after issue of work order, any document submitted with tender found false I fraudulent I misleading, contractor will held solely responsible for same and action under Indian penal Code will be initiated against him. Officials of Maharashtra Jeevan Pradhikaran shall not held responsible for such fraudulent act of the contractor.

The contractor shall submit affidavit on Stamp paper of Rs.500/(Non judicial)(Annexure No.V) in Envelop No.1 that if any of the document submitted found false/ misleading/ forged/fraudulent then he shall liable for action under Indian Penal Code.

## 7. COST OF BLANK TENDER FORM

**1180/- (One Thousand One hundred Eighty only) per set including 18% GST (9% for SGST and 9% for CGST) [Non-Refundable]**

Blank Tender documents will not be sold by this office. Interested contractors have to download tender documents from the website.

Cost of blank tender form shall not be accepted in the form of cash or cheque. The cost of the tender documents will not be refunded under any circumstances.

## 8. ISSUE OF BLANK TENDER FORM

The blank tender forms will have to be downloaded, from the website <http://mahatender.gov.in> as per online schedule.

## 9. VALIDITY OF THE OFFER

**120 days from the date opening of tender.**

## 10. LAST DATE & TIME OF ONLINE SUBMISSION OF TENDER

**30/05/2026 up to 17.00 hrs.**

## 11. DATE & TIME OF ONLINE OPENING OF TENDER

**01/06/2026 at 11.00 hrs.** in the office of the Executive Engineer, Maharashtra Jeevan Pradhikaran Water Management Division Ambarnath.

## 12. SUBMISSION OF TENDER

Bids must be accompanied with:

- a) Scanned copy of all documents, certificates specified in Pre-qualification Criteria in Point No.6
- b) Declaration of contractor in prescribed format. (Annexure-2)
- c) Under taking by contractor in prescribed format. (Annexure-3)
- d) Self declaration regarding not black list by Semi Govt. Organization any local bodies and any other Private bodies. (Annexure-4)

- e) Affidavit on stamp paper of Rs. 500/-(Annexure-5)
- f) Information regarding any litigation, current or during the last 5 years, in which the Bidder is involved, the parties concerned and disputed amount. (Annexure-6)
- g) The agency/firm/Company/Should submit certificate of last three years turnover signed by Chartered Accountant bearing UDIN No (Annexure-7)
- h) Declaration of minimum wages on stamp paper of Rs. 500. (Annexure-8)
- i) Declaration in Prescribed Format. (Annexure-9)
- j) Valid Professional Tax Registration
- k) Scanned copy of minutes of Pre-bid meeting duly signed by Contractor.
- l) Bank Solvency Certificate.

Bid shall be treated as invalid if scanned copies as mentioned above are not submitted online along with the bid.

The guidelines, “to download the tender document and online submission of bids procedure of tender opening” can be downloaded from website “<http://mahatender.gov.in>”.

The two envelopes No. 1 & 2 shall be digitally sealed and signed and submitted online as per the online tender schedule.

The date and time for online submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. Offers not submitted online will not be entertained.

**If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible and any grievance regarding that shall not be entertained.**

### **13. OPENING OF TENDER**

The tenders will be opened on the date specified in the tender notice or on the date intimated to prospective bidders, in the presence of the intending bidders or their authorized representative to whom they may choose to remain present along with the copy of the original documents submitted for Pre Qualification. Following procedure will be adopted for opening of the tender.

#### ***Envelope No. I (Technical Bid)***

First of all, Envelope No. 1 of the tenderer will be opened online through e- Tendering procedure to verify its contents as per requirements. Scanned copies of all documents mentioned at serial no.13 above.

If the various documents contained in this Envelope do not meet the requirements as stated above, a note will be recorded accordingly by the tender opening authority and the envelope No. II of such tenderers will not be considered for further action. Decision of MJP on interpretation of the documents submitted by the bidder in support of prequalification requirements is final. Also tender will be liable for rejection if bidder mention his commercial offer anywhere in envelope No.1

***Envelope No. II (Commercial Bid)***

This envelope shall be opened online through e-Tendering procedure after opening of envelope No. 1 only, if the contents of Envelope No. 1 are found to be acceptable to the MJP. The tendered rate shall then be read out by the tender opening authority.

1. If bidder offer is above the estimate cost reasons supporting above offer along with necessary documents should also be upload during the submission of tender in Envelope No. 2 (Financial bid).

2. Wages payable to labours/employees engaged by the Contractor/Agency shall not be less than the rates specified under the minimum wages act. If the Contractor/Agency quoted rates are less than the Schedule-B cost then he will be disqualified.

- Selection Criteria for bidders quoting at par:- In the event that multiple bidders submit quotes at par, the selection of the successful bidder shall be based on the following evaluation criteria:
  - a) Past Performance and Experience: The bidders shall submit an experience certificate for satisfactorily completed work of a similar type, valued Rs. 22 lakhs in a single contract.
  - b) Average Annual Turnover: Average annual turnover of the bidder over the last three financial years shall be 22 lakhs.
  - c) Employees Deployment: Minimum 9 Number of employees deployed by the bidder in previous relevant tender.

**14. STATUTORY INCREASE IN DUTIES, TAXES, GST. ETC.**

All the taxes and duties levied by the Central Govt., State Govt and by Local Bodies at the prevailing rates applicable on the date of receipt of tender, excluding GST. Considering this contractor should quote his offer. Any increase in tax rates till completion of work shall be fully borne by the Contractor and shall not be reimbursed to him on any account.

Bidder shall quote his rates excluding GST.

- a) G.S.T. shall be payable on accepted tender cost.
- b) G.S.T. shall be paid to contractor on the amount of bill of work done as per prevailing rates of G.S.T. during period of work.

**15. RIGHT RESERVED**

- 1) Right to reject any or all tenders without assigning any reason thereof is reserved by the competent authority, whose decision will be final and legally binding on all the tenderer.
- 2) Tender with stipulations for settlement of a dispute by reference to Arbitration will not be entertained.
- 3) Conditional tenders will be out rightly rejected.

Executive Engineer  
Maharashtra Jeevan Pradhikaran,  
WM Division Ambarnath.

## **GENERAL CONDITIONS OF CONTRACT**

Contractor

No. Of Corrections

Executive Engineer

**MAHARASHTRA JEEVAN PRADHIKARAN  
WATER MANAGEMENT DIVISION,  
AMBERNATH**

**Name of Work :- M & R to Ambernath Water Works  
Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

In the contract, the following terms shall be interpreted as indicated.

- a) "WSSD "means Water Supply and Sanitation department
- b) "The Contract" means the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties, includes all attachments and appendices there to and all documents incorporated by references therein. Contract is the deed of contract together with all its original accompaniments and those later incorporated in it by internal consent.
- c) "The Contract Price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.
- d) "The Goods" means all of the equipments, machinery and/or other materials which the contractor is required to supply to the owner under the contract.
- f) "Services" means services ancillary to the contract such as transportation and insurance and any other incidental services, such as Provision of Technical Assistance, Trial Runs, Commissioning, Training to staff and other such obligations of the contractor covered under the contract.
- g) "The Owner" means, the Member Secretary Maharashtra Jeevan Pradhikaran, MJP the person, for the time being holding that Office and also his successors and shall include any Engineer authorized by him.
- h) The "Contractor" means successful tenderer, that is the tenderer, who's tender has been accepted and who has been authorized to proceed with the work.
- i) "The Pradhikaran" shall mean the Maharashtra Jeevan Pradhikaran, a Pradhikaran constituted under the Pradhikaran Ordinance issued on 10.03.1997.
- j) "M. J. P." means, Maharashtra Jeevan Pradhikaran.
- k) "The Chief Engineer M.J.P. " shall mean Chief Engineer M.J.P., the person, for the time being holding that Office and also his successors and shall include any Engineer authorized byhim.
- l) "The Superintending Engineer, Maharashtra Jeevan Pradhikaran Circle, Thane" means the Engineer, so designated by the Pradhikaran or any other Engineer who is for the time being entrusted with his functions, duties and powers and so notified.
- m) "Tender" means the proposal of the contractor submitted in prescribed form setting-forth the prices for the goods to be supplied and other related services

to be rendered and setting forth his acceptance of the terms and obligations of the conditions of contract and specifications.

- n) "Contract Time" means period specified in the document for the entire execution of contracted works and other services to be rendered commencing from the date of notification of award including monsoon period.
- o) "Month" means calendar month.
- p) "Site" means location at which the contractor will have to execute the contracted work.
- q) "The Engineer or Engineer-in-charge" shall mean The Executive Engineer MJP Division Thane.

## 2. ARBITRATION

In case any dispute arises out during execution of works, no arbitrator shall be appointed for redressal of the dispute. In this regard, decision of the Superintending Engineer, MJP Circle Thane shall be final and remain binding on both parties.

## 3. SECURITY DEPOSIT AND INDEMNITY BOND

### *Security Deposit*

The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligation under the contract. This shall be read with Clause No.1 and 20 of B-1 Form for Security Deposit and Defect Liability Clause respectively.

### *Loss or Damage Indemnity Bond*

The contractor shall be responsible during the progress as well as maintenance for any liability imposed by law for any damage to the work or any part thereof or to any of the materials or other things used in performing the work or for injury to any person or persons or for any property damaged in or outside the work limit. The contractor shall indemnify and hold the owner and the Engineer harmless against any and all liability, claims, loss or injury, including costs, expenses, and attorney's fees incurred in the defense of same, arising from any allegation, whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site, or from any cause whatsoever during the progress and maintenance of the work.

## 4. SUPERVISION AND SUPERINTENDENCE SUPERVISORY STAFF :

The contractor shall have experienced technical qualified general supervisor for the work, who is capable of managing and guiding the work and also capable of understanding the instructions given to him by the Engineer in charge from time to time and shall be responsible to carry them out promptly. The contractor shall have during working hours, supervisor of sufficient training and experience to supervise the various items and operations of the work. Further, the Engineer in charge may notice, desire contractor high ranking member to be present on any specified date, the contractor shall comply with such directions Contractor's Supervision.

The contractor shall supervise and direct the works efficiently and with his best skill and attention. He shall be solely responsible for means, methods, techniques,

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procedures and sequences of construction. The contractor shall coordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, and such instructions and variation orders as the Engineer may issue during the progress of the works.

### **Agent**

The Contractor shall keep on the work at all times during its progress a competent resident agent preferably a qualified and experienced Engineer, capable of managing and guiding the work and understanding the specifications and contract conditions. For this purpose the contractor shall communicate to the Department, name, qualification and experience of such Engineer to be appointed for execution of this work. The agent appointed by the contractor shall not be replaced without ten (10) days written notice to the Engineer except under extra-ordinary circumstances. The agent shall be the Contractor's representative at the site and shall have authority to act on behalf of the contractor. All communications, instructions and directions given to the agent shall be binding as if given to the Contractor by the Engineer not otherwise required to be in writing will be given or confirmed in writing upon request of the Contractor. or in work- order book.

### **5 TAXES TO BE DEDUCTED AT SOURCE**

During the course of contract period the deduction of Income Tax/Work Contract Tax, or any other Central/State or local tax required to be deducted at source, will be made as per prevailing rules from the contractors bills and will be remitted to the concerned Departments. Certificate for such deductions will be issued by the Executive Engineer.

### **6 STATUTORY INCREASE IN DUTIES, TAXES, GST. ETC.**

All the taxes and duties levied by the Central Govt., State Govt and by Local Bodies at the prevailing rates applicable on the date of receipt of tender, excluding GST. Considering this contractor should quote his offer. Any increase in tax rates till completion of work shall be fully borne by the Contractor and shall not be reimbursed to him on any account.

Bidder shall quote his rates excluding GST.

- c) G.S.T. shall be payable on accepted tender cost.
- d) G.S.T. shall be paid to contractor on the amount of bill of work done as per prevailing rates of G.S.T. during period of work.

### **7. Extension of Time Limit**

The contract is for the period of 12 months. However, being Providing Skilled staff at Ambernath and Badlapur offices for One Year, the contract period may be extended further till the finalization of new agency on same terms & conditions at accepted rates.

Executive Engineer  
Maharashtra Jeevan Pradhikaran,  
WM Division Ambernath.

## INSTRUCTIONS TO TENDERER

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# MAHARASHTRA JEEVAN PRADHIKARAN WATER MANAGEMENT DIVISION, AMBERNATH

**Name of Work :- M & R to Ambernath Water Works  
Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

## INSTRUCTIONS TO TENDERER

### 1. AWARD CRITERIA :

The Owner will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The tender will be awarded after bid evaluation report approved by the appropriate competent authority.

### 2. ACCEPTANCE OF THE TENDER :

The acceptance of the tender rests with the appropriate competent authority. The right to reject any or all the tenders without assigning any reason thereof is reserved by appropriate competent authority. The tenderer whose tender is accepted will have to enter into regular agreement in the type and form prescribed in the tender and abides by all the rules embodied therein, cost of agreement etc. should also be borne by the tenderer.

No corrections, additions or alterations in the tender document shall be made. No special stipulations in the tender document shall be permitted.

The tender shall be liable to be rejected outright if while submitting the same.

- i) The Tender is not submitted on E-tendering portal specified in the Tender Notice.
- ii) The bidder proposes any conditions and alterations in the obligatory conditions of the tender.
- iii) Any of the pages of the tender is removed/replaced or spoiled badly.
- iv) if the offer in words and in figures is not filled in appropriate place of B.1 Form.
- v) If the specified Earnest Money in specified form is not paid.
- vi) Any erasures are made in the tender documents.
- vii) The bidder or in case of firm or company authorized person does not sign the tender documents in the place provided for the purpose, in B.1 Tender form.

If the tendering contractors are a firm or company, they shall in their forwarding letter should mention the names of all the partners of the firm

or the company as the case may be and the names of the partners who hold the power of attorney authorizing him to conduct transactions on behalf of the Company/Firm.

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Rules and conditions of the contract are subject to amendment till the time of acceptance of tender.

The notes and conditions stipulated in this notice will form a part of the agreement.

3. The quoted rates are inclusive of statutory contribution towards the EPF as applicable (Employers and Employees contribution) as per EPF norms.
4. Contractor shall ensure complete compliance (in respect of the personnel provided to MJP) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Works men Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund. ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Manpower service provider would undertake to indemnify MJP, on any cost or liability it may incur on account of such non-compliance.
5. Wages payable to labours/employees engaged by the Contractor/Agency shall not be less than the rates specified under the minimum wages act. If the Contractor/Agency quoted rates are less than the Schedule-B cost then he will be disqualified.
6. All Payments/Wages Payable to labourers/employees engaged by the Contractor/Agency under this contract shall be paid by mode of E-payment directly in their bank accounts.
7. Contractor should have to submit the name of Staffs including their residential Address proof.
8. Contractor should not deployed the Staffs below the age 18 years.
9. If any damages occurred to the property of MJP during the execution of the work it should be recovered from contractor.
10. The Staff engaged on work vide this contract shall maintain good character and decent behaviors with all concerned. Agency should provide character certificate from police department. They should not be in toxication, consumption of narcotic drugs while on duty. Any person behaving in irresponsibly shall be replaced by the Contracting agency with immediate effect after owner or its representative asks for such replacements.
11. The duty' timing of Staff/ Skilled Labour are 9.30 AM to 6.30 PM duty on routine (Daily). In case of emergency the work hours may be extended, and employees may be required to come to the office on Sunday without any extra wages.

12. Staff should have knowledge of clerical work, computer system, typing, accounts etc.

13. **SIGNING OF CONTRACT**

At the same time as the Owner notifies the successful bidder that the bid has been accepted, the Owner will send the Bidder an acceptance letter informing the Bidder, the further necessary line of action including signing of contract etc.

#### **SPECIAL ATTENTION OF BIDDER**

The bidder is expected to visit the site before quoting the tender and get himself acquainted with the site conditions and site requirements.

The contracting firm shall study the site and general conditions in respect of approaches, labour, water supply, climate, quarries and the data included in the tender papers and get verified from the actual inspection of site etc. before submitting the tender. In case of any doubt about any item or data included in the tender or otherwise, it shall be got clarified by applying in writing to the tender inviting authority at least 3 days before the date of pre-tender conference. Once the tender is submitted, it shall be concluded with all the details required for completing the work as per tender conditions and specifications.

Responsibility of Departmental staff will be nominal and limited to extending all possible help in solving local problems for obtaining permission, obtaining power supply etc.

Executive Engineer  
Maharashtra Jeevan Pradhikaran,  
WM Division Ambernath.

## **MAHARASHTRA JEEVAN PRADHIKARAN WATER MANAGEMENT DIVISION, AMBERNATH**

**Name of Work :- M & R to Ambernath Water Works  
Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

### **GENERAL CONDITION AND STIPULATIONS**

1. The Contractor shall ensure regular monthly salary payment to his staff as per minimum wages act 1948 notifications of Industries.
2. After selection of the “outsourcing agency” as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the “Department” (Government Department/State Government PSU/Autonomous Body/Board formed by Act of State Government of Maharashtra) for the services rendered.
3. After signing of the agreement, the outsourcing agency shall deploy the competent manpower at the required office of Department or any other site mentioned by the Department. On rendering his/her services to the Department every month, the outsourcing agency shall pay the wages / salaries to the manpower resource by mode of e-Payment directly in the account of the manpower resource. At the time of raising any invoice, the details of the previous months payments done along with the reference to transaction details of RTGS/NEFT shall be attached along with the invoices. The contractor has to raise invoice with all supporting documents.
4. The outsourcing agency should make the payment to the deployed manpower through NEFT/RTGS Bank transfer only. All payment made to the manpower resources deployed shall be mandated through bank account of the personnel by the outsourcing agency.
5. The outsourcing agency shall be wholly and exclusively responsible for payment of wages to the persons engage by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Contract Labour, Provident Fund, ESIC, Gratuity, Bonus, Leave & Professional Tax etc. Department shall not incur any liability for any expenditure whatsoever on the manpower resources deployed by the outsourcing agency on account of the obligation. The outsourcing agency shall be required to provide particulars of documentary proof/papers deposited to the respective statutory bodies/ Government department, i.e. Employees State Insurance, Provident fund and Service Tax of its manpower resources deployed under the agreement while submission of invoice.

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6. The outsourcing agency shall pay the deployed manpower resources as per the latest revised rates of wages fixed by the "Government" along with all statutory obligations. The Actual rates of wages for the manpower resources shall be fixed at the time of the execution of the agreement with the outsourcing agency with the approval of the Government and the wage rates so decided should fulfill all statutory norms issued by Government for example Wages Act; Minimum Wages Act; Employers Liability Act; the workmen compensation Act; Industrial Dispute Act; Maternity Benefit Act.
7. The outsourcing agency shall ensure that the wages/salaries of the manpower resources deployed to the Department are released latest by dated 5th of every month, irrespective of receipt of payment from Department.
8. The variation in statutory compliances such as minimum wages, EPF, ESIC etc. will be considered on production of the documentary evidences by the outsourcing agency and upon approval of the Department.
9. The outsourcing agency shall issue his / her Company's salary slip to all manpower resources deployed at Department's office on monthly basis. It shall be outsourcing agency's duty to pay monthly salary and other dues as applicable directly into manpower resources bank account. The leaves pre-approved by concerned authority of the Department shall be allowed to the deployed manpower as per the prevailing statutory provisions. No wage / remuneration shall be paid to any manpower resources for the days of unauthorized absence from duty. No wage / remuneration shall be paid to any manpower resources for the days of unauthorized absence from duty.
10. The manpower resource deployed by outsourcing agency under the agreement shall not claim nor shall be entitled for any perks and other facilities admissible to permanent employees of the Department during or after contractual period. These manpower resources shall not have right to demand for any type of permanent employment with the Department or its allied offices. These manpower resources shall not claim any benefit / compensation / absorption/ regularization of services with Department.
11. The outsourcing agency shall comply with all the applicable law and rules of the Government of India, Government of Maharashtra and the Local Bodies. The outsourcing agency should at all times indemnify the Department against all claims, damages and compensations against the provision of Payment of Wages Act; Minimum Wages Act; Employers Liability Act; the workmen compensation Act, Industrial Dispute Act; Maternity Benefit Act; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. The Govt department will not own any responsibility in this regard. Any failure to comply with any of the above regulation or any deficiency in service will render this contract liable for immediate termination without any prior notice.

12. The Contractor shall study the site and general condition of the location of work site and availability of labour, power supply, water supply, transportation, facilities etc. as required for execution of work. The clarification if any required shall be obtained from the department well in advance in writing before submission of the tender it will be demand that all necessary site information and details that are required have been personally verified before submission of tender by the Contractor for completing the job as per the tender specifications.
13. The Skilled staff posted at Ambernath and Badlapur offices are subject to replacement and transferred from time to time, as and when the need arises in consultation with the MJP to avoid collusion between the MJP staff and the contractor staff. The payment for staff shall not be made separately. The management for staff shall be made by agency by themselves and the names, addresses and photographs of such staff shall also produced before work order. No extra payment shall be entertained on this account.
14. The Contractor shall appoint a well qualified experienced supervisor to be in-charge of work, instructions and order given to him shall be deemed to have given to the contractor. The contractor shall provide muster card to Skilled staff and the presenty of Staff shall be filled and signed by Deputy Engineer. The payment will be made according to muster card presenty only.
15. It should be clearly noted that the contractor has to strictly comply with the conditions and the specifications laid down in the tender and no variations or deviation are the permissible. If any tenderer desires to have any deviation the same shall be bought out separately with financial valuation for comparison however it shall not be accepted unless it is specifically approved.
16. Right to increase/decrease the approved nos. of Skilled staff is reserved by the Executive Engineer, Maharashtra Jeevan Pradhikaran. Division Ambernath. In the event the MJP decides to change the nos. of Staff during the period of contract the payment will be made at the rates reflected in agreement.
17. It will be the responsibility of the contractor to get the Skilled Staff insured under workman compensation policy (insurance) as per labour act 1924 & total accident act. 1985. MJP will not be responsible for any financial liabilities in case of any accident/Hazard. The documentary evidence shall be submitted with in one month from work order. In case of failure, MJP will recover the insurance premium and Rs. 10000/- extra as penalty from R.A.Bill of the work and will pay the premium and purchase the insurance policy on behalf of the contractor.
18. It will be the responsibility of the contractor to make all payment/Bonus/PF/ESIC etc. of all the Staff as per provision in Minimum Wages Act. MJP will not be responsible for any dispute occurs during the period of contract. It will be the Sole responsibility of the Contractor.
19. All taxes and duties of the Central Government, State Government or Local bodies applicable shall be fully borne by the contractor. The tendered rates for the items

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shall be deemed to have inclusive of all such taxes, and duties. No form of any certificate for concession/exemption in taxes/duties will be issued.

20. The Monthly payment will be made after submission of bill in triplicate along with the muster roll, PF and ESIC payment receipts of Skilled staff working on various Locations under this contract. The payment of bills will be made as per availability of funds. It is the responsibility of the Contractor to pay the monthly payment to their staff in time. The tenderer shall be economically sound to wait for payment, if contractor harass for supply of Skilled staff against payment of bill or not followed the instructions, the matter will be referred to the higher authority for further action.
21. The contractor shall submit the copies of relevant documents of Licenses, certificates after renewal to MJP for record.
22. The Contractor shall submit the copies of valid registration certificate of ESIC within 3 months from the date of issue of work order or otherwise ESIC amount will be recovered from monthly bills of Contractor with penalty of Rs. 100/- per day from the date of work order.
23. Rise in all taxes further will be not paid please note.
24. The 100% security deposit will be refunded after completion of Six months, from the date of actual completion provided the work carried out is satisfactory and no fault covered under the guarantee is detected during the period.
25. Contractor should have to submit the name of Staffs including their residential Address proof.
26. Contractor should not deployed the Staffs below the age 18 years.
27. If any damages occurred to the property of MJP during the execution of the work it should be recovered from contractor.
28. The Staff engaged on work vide this contract shall maintain good character and decent behaviours with all concerned. They should not be in toxication, consumption of narcotic drugs while on duty. They will not allow entry of unauthorized persons unscrupulous elements in the Owner's premises where they are performing duties. Any person behaving in irresponsibly shall be replaced by the Contracting agency with immediate effect after owner or its representative asks for such replacements.

29. The duty' timing of Skilled Staff are 9.45 AM to 6.15 PM duty on routine (Daily). In case of emergency the work hours may be extended, and employees may be required to come to the office on Holiday without any extra wages.
30. Staff should have knowledge of clerical work, computer system, typing, accounts, technical etc.

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Maharashtra Jeevan Pradhikaran,  
WM Division Ambernath.

# FORM – B1

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# FORM B-1

## GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

- 1 All works proposed to be executed by contractor shall be notified in a form of invitation to tender pasted on a Board hung up in the office of the Executive Engineer.
- This form will state the works to be carried out as well as the date of 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 the 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 and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, schedule rates and any other documents required in connection with the work which will be signed by the Executive Engineer/Engineer in charge for the propose of identification shall also be open for Inspection by contractors at the office of the Executive Engineer/Engineer in charge during office hours
- Where the works are proposed to be executed by the contractor according to the specifications recommended and approved by a competent authority on behalf of the Maharashtra Jeevan Pradhikaran, such specification with designs drawings shall form part of the accepted tender.
- 2 In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power – of - attorney authorizing him to do so.
- 2(A) i) The contractor shall pay along with the tender the sum, of **Rs. 28,573/- Twenty Eight Thousand Five Hundred Seventy Three Only ) as and by way of earnest money. The EMD shall be paid by Net Banking.** The said amount of earnest money shall not carry any interest whatsoever.
- ii) In the event of his tender being accepted, to the provision of sub-clause(iii), below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General conditions of contract.
- iii) If, after, submitting the tender, the 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 security deposit without prejudice to any other right and powers of the Pradhikaran hereunder, or in law, Pradhikaran shall be entitled to forfeit the full amount of the earnest money deposited by him.

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- 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 provision of sub-clause (iii) above, be refunded to him on his passing receipt therefore.
- 3 Receipts for payments made on account of any work, when executed by a firm should also be signed by all the partners except where the contractors are described in their tender as a firm. In which case the receipt shall be signed in the name of the firm by one of the partners or by some other person have authority to give effectual receipts of the firm.
- 4 Any person who submits tender shall fill up the usual printed form stating at what percentage above or below 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 on all the Estimated rates/ Schedule rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation of tender, or in the time allowed for carrying out the work, or which contain separate percentage over estimated rates / schedule rates for different sub work or item, or which any other conditions of any sort which are not filled with the percentage as the space provided for the purpose and not signed at proper place in the printed B- 1 Tender Form will be liable to rejection. No printed form of tender shall include a tender for more than one work. But, if contractors who wish to tender for more works, shall submit a separate tender for each work. Tenders shall have the name and the number of work to which they refer, written outside the envelopes.
- 5 The competent authority shall open tenders in the presence of any intending contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the events of a tender being rejected, the Executive Engineer shall arrange / authorized to refund the amount of the earnest money deposited to the tenderer, on his giving a receipt for the return of the money.
- 6 Competent authority is the final authority to reject all or any of the tender`
- 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 Pradhikaran unless it is signed by the Executive Engineer.
- 8 The memorandum of the work to be tendered for and the schedule of materials to be supplied by the Pradhikaran (herein before and after

called as ...MJP) and their rates shall be filled in and completed by the office of the Executive Engineer/Engineer in charge before the tender form is issued. If a form issued to an intending Tender 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 work shall be measured net by standard measure and according to the rules and customs of the PWD/MJP and 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 Corrections and additions should be initialed.
- 13 The measurements of work will be taken according to the usual methods in use in the PWD/MJP and no proposals to adopt alternative methods will be accepted. The Engineer's decision as to what is the usual method in use will be final.
- 14 A tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of work that remains to be executed in each case on the date of submitting the tender. Such certificate shall be in the proforma attached in the tender documents.
- 15 In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the MJP for the purchase of plant and machinery or any other purpose for the execution of the work contracted for.
- 16 The contractor will have to construct shed, for storing controlled and valuable material issued to him under Schedule "A" of the agreement or brought him on work site, at 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 without written permission of the Engineer-in-charge.
- 17 The tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of Contractor Labour Regulation and Abolition Act. 1973 before starting work, failing with acceptance of the tender will be liable for withdrawal and Earnest money / Security Deposit will be forfeited to the MJP.

- 18 The contractor shall comply with the provision of the Apprentices Act. 1961 and the rules and orders issued there under from time to time. The contract shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
- 19 As per clause 6 of B-1 form, extension of time limit will be governed. If contractor fails to apply for extension of time limit as per clause 6 to keep the tender alive, MJP will grant the extension considering the progress of work and in the light of clause 2.
- 20 As per Government Resolution Price Variation Clause is not applicable to tender.
- 21 The tender Rates are inclusive of all taxes, duties and cess but exclusive of GST.
- 22 Contractor shall be deemed to have examined the work and site conditions including labour, the general and special conditions, specifications and drawings and shall be deemed to have visited the work site and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at rates quoted in the tender.  
There shall be no corrections or overwriting and if any that shall be dully initialed by Contractor himself.

**Note:** The Commercial Offer must be filled online using individual's digital certificate. (An online form will be provided for this during online bid preparation stage).

I / We hereby, tender for the execution for the Maharashtra Jeevan Pradhikaran (hereinbefore and hereinafter referred to as MJP) for the work specified in the underwritten memorandum within the time specified in such memorandum at-----% Above/At par (in figures -  
-----  
-----)the estimated rates entered in schedule 'B' memorandum showing items of work to be carried out and in accordance with all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule hereof and in clause 12 of the annexed conditions of the contract and agree that what materials for the work are provided by the Pradhikaran such materials are at the rates to be paid for them shall be as provided in schedule "A" here to.

## Memorandum

**Name of Work :- M & R to Ambernath Water Works  
Providing Services of Skilled staff for Office Works at Ambernath and Badlapur Office for One Year.**

*a) if several sub works are included they should be detailed in a separate list*

**Estimated Cost.** Rs. 28,57,332/-

**Earnest Money.** Rs.28,573/-

*c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 206 and 207 of the M.P.W. Manual.*

**Security Deposit.**

4% of the Estimated cost or Accepted Tender cost whichever is higher

Initial Security Deposit.

2% of estimated cost or accepted tender cost whichever is higher in the form of Fixed Receipt OR Bank Guarantee from Nationalized / Scheduled Bank in the name of Executive Engineer MJP, Ambernath for initial minimum period of 4 months (time limit) and shall be extended suitably if the work is not completed within the time limit.

Deductions through R.A. Bills.

Balance 2% amount will be recovered through each running bill at 5% of the gross amount of R.A. Bill to the extent that total required security deposit is to be recovered.

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

e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work as measured by the cost is done.

5% (Five) Percent

*e) This percentage where no security deposit is taken, will vary from 5 % to 10 % according to the requirement of case where security deposit is taken see note to clause 1 this conditions of contractor.*

**ADDITIONAL SECURITY DEPOSIT  
(PERFORMANCE SECURITY)**

If the tenderer has quoted the offer below cost put to the tender, it is mandatory that the first lowest (L-1) tenderer shall have to submit Additional Security Deposit (ASD) (Performance Security) in the form of Bank Guarantee(Annexure-1)/ Demand Draft of any Nationalized or Scheduled bank in favour of the "Executive Engineer, MAHARASHTRA JEEVAN PRADHIKARAN

WATER MANAGEMENT DIVISION, AMBERNATH" within ten days from opening of Envelop No. 1 and Envelop No.2 to the Executive Engineer, MAHARASHTRA JEEVAN PRADHIKARAN WATER MANAGEMENT DIVISION, AMBERNATH. If -the first lowest (L-1) tenderer failed to submit the Additional Performance Security Deposit within ten days then his tender shall be liable for rejection and his EMD will be forfeited. In such case, if the second lowest (L-2) Tenderer agree to execute the work at less than the rates of first lowest tenderer, then his tender will be accepted. The 2<sup>nd</sup> lowest tenderer will have to submit the Additional Performance Security Deposit in form of Bank Guarantee/Demand Draft.

The amount of the Additional Security Deposit shall be calculated by the tenderer in accordance with the following manner.

If the tenderer has quoted below to the estimated rates, the additional security deposit (performance Security) shall be paid additionally as mentioned below.

If the tenderer has quoted below to the estimated rates, the additional security deposit (performance Security) shall be paid additionally as mentioned below.

	Nil
	1

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Rate Quoted to estimated rate	Additional Security Deposit (Performance Security)
Below 0% to 1%	Nil
Below more than 1% to 10%	1 % of Estimated cost put to tender
Below than 10% to 15% below	% of ASD = (% rate quoted – 10)+1 %. e.g. If 15% below is quoted the amount of performance security (Additional Security Deposit) shall be (15-10)+1 = 6% estimated cost put to tender. If the amount is less than Rs.1000/- then minimum amount to be Rs.1000/-
More than 15% below	% of as ASD =2X (% rate quoted-15%)+6. e.g. If 19% is quoted the amount of performance security shall be [2X(19% - 15%)+6 = [4 x 2]+6 = 14% of cost put to tender.

The Bank Guarantee (Annexure-1) shall be valid up to defect liability period of the tender. It should bear MICR and IFC code.

After opening the envelope no.1, if it is found that the tenderer is not qualified for opening of envelop no.2, then his Bank Guarantee shall be returned within 7 working days. Also after opening envelope no.2, except the Bank Guarantees of 1st and 2nd lowest bidders, the Bank Guarantees of other bidders shall be returned within 7 working days.

Bank Guarantee of the 2nd lowest bidder shall be returned within 3 working days after the issue of work order to the 1st lowest bidder.

In case, it is found that the documents/ Bank Guarantees submitted by the tenderer are false or misleading his earnest money shall be forfeited. Also the registration of the tenderer shall be suspended for the period of 1 year. Additionally legal action may be initiated against the tenderer.

The work order shall be given to the concerned tenderer after the clearance of the Bank Guarantee submitted by him.

g) Time allowed for the work from date of written order to commence 12 Calendar Months. (Including monsoon).

I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening for the same and thereafter until it is withdrawn by me/ us 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. Term deposit Receipt No./Demand draft No. dated and date in respect of the sum of.....( in words .....

.....) is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Maharashtra Jeevan Pradhikaran should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above of (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 in writing unless the same or any part thereof has been forfeited as aforesaid.

I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Maharashtra Jeevan Pradhikaran a true copy of which is enclosed herewith should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to abide by the stipulations to keep the offer open for the period mentioned above or to sign and complete the contract documents and furnish to security deposit as specified in item (d) of the Memorandum contained in paragraph (1)

above within the time limit laid down in clause (i) of the annexed General Conditions of contract, the amount payable by me/us 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 be extend in terms of the said bond and in the event of the deficiency out of any other moneys which are due to payable to me/us by the Pradhikaran under any other contract or transaction of any nature whatsoever or otherwise.

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 Maharashtra Jeevan Pradhikaran the sum of money mentioned in the said conditions. Term Deposit Receipt

Strike out (a) such security deposit is to be taken.

Contractor

No. Of Corrections

Executive Engineer

No. .... Dated - from - The  
Bank..... at in respect of sum -  
of `.....

Is herewith forwarded representing the earnest money  
(a) the full value which is to be absolutely forfeited to  
the Pradhikaran should I/We not deposit in the full  
amount of security deposit specified in the above  
memorandum in Accordance with (d) of clause (i) of the  
tender for works shall be refunded.

Contractor

Signature of the  
before submission of tender.

Address

date of 20

Witness

Signature of witness to  
contractor's signature.

The above tender is hereby accepted by me for and  
one behalf of the MJP.

Dated

Executive Engineer  
MJP WM Dn. Ambernath

## CONDITIONS OF CONTRACT

**Clause 1 :** The person / person whose tender may be accepted **Security** (hereinafter called the Contractor, which expression shall unless excluded **Deposit** by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within ten days (which may be extended by the Chief Engineer concerned upto 15 days if the EE thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Engineer in-charge in Cash or Government securities endorsed to the Engineer in charge (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) (permit Pradhikaran at the time of making any payment to him for work done under the contract to deduct such sum as will amount to 4% of all moneys so payable; such deductions to be held by Pradhikaran 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 to 4% of the total estimated cost of work or tendered cost whichever is higher, it shall be lawful for Pradhikaran at the time of making any payment to the contractor for work done under the contract to make-up the full amount of Four (4) percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount to the security deposit is made up. All compensation or other sums of moneys payable the contractor to Pradhikaran under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may become due by Pradhikaran to the contractor under any other contract or transaction 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 or Bank Guarantee issued by bank for any sum or sums which may have been deducted from or raised by sale of his security deposited or any part thereof. The Security deposit 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 this in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid 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 Contractor shall be refunded along with

Contractor

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the payment of the final bill, if the date up to, which the Contractor has agreed to maintain the work in good order, is over. 100% of security deposit of total tender cost shall be refunded along with payment of final bill. However, the contractor will have to submit Bank Guarantee of 50% of security deposit amount from Nationalized Bank for a period of 5 year i.e. defect liability period. Original Security Deposit (to be refunded along with the payment of final bill) shall be released only after the due verification of bank guarantee from the concerned bank. In the event of Contractor failing or neglecting to complete rectification work within the period up to, which the Contractor has agreed to maintain the work in good order then subject to provisions of Clause 17 and 20 hereof, the amount of security deposit retained by Pradhikaran shall be adjusted towards the excess cost incurred by the Pradhikaran on rectification work.

**Clause 2 :** The time allowed for carrying out the work as entered in the *Compensation on Delay* agreement shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Chief Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for everyday that the work remains un-commenced or unfinished after the proper dates. And further to ensure good progress during execution of the work, the Contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete, for complete minimum quantum of work as compared to accepted tender cost as stated below.

$\frac{1}{4}$  of the work in  $\frac{1}{4}$  of the time.

**Clause 3:** If any clause in which under any clause of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installment) or in the case of abandonment of the owing to serious illness or death of the Contractor or any other cause, the Engineer in charge on behalf of the Pradhikaran shall have power to adopt any of the *Action when whole of security deposit is forfeited*

following courses, as he may deem best suited to the interest of the MJP

- a) To rescind the contract (for which rescission notice in writing to the Contractor under the hands of Engineer in-charge 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 Pradhikaran
- b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on tools, plant and charges on additional supervisory staff including the cost of work-charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of the Engineer in-charge as to the cost and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.
- c) The order that work of the Contractor be measured up and take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to other contractors and the value of the work done or executed through the new contractor shall be credited to the Contractor in all respects and in the same manner and at the same

Contractor

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rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Engineer in-charge as to all the costs of the work and other expenses incurred as aforesaid for getting the unexecuted Work done by the new contractor and as to the value of the work so done shall be final and conclusive against the Contractor.

In case the contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or to be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer/Engineer in charge shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Pradhikaran under the contract or otherwise however or from his security deposit or the sale proceeds thereof provided however that the contractor shall have to claim against MJP even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) and (c) is adopted by the MJP, the contractor shall have no claim to compensation for any loss sustained by him by reason of not having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract. The extra cost involved in the completion of the balance work carried out through the other contractor under amount of 3 (c) shall be recoverable from the contractor over and above the compensation

Contractor

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levied under Clause 2 and the Security Deposit shall be apportioned against the total recoveries for this purpose also.

**Clause 4 :** If the progress of the any particular portion of the work is unsatisfactory, the MJP shall notwithstanding that the general progress of the work is in accordance with the condition mentioned in clause 2 be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

*Action when the progress of any particular portion of the work is unsatisfactory.*

**Clause 5 :** In any case in which any of the powers conferred upon MJP by Clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute waiving of any of the conditions hereof the such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the MJP taking action under Sub-Clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plants, materials and stores, in or upon the work or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the MJP whose certificate thereof shall be final. In the alternative the MJP may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to do specified in such notice, and in the event of the contractor failing to comply with any such requisition, the MJP may remove them at the contractor's expense or sell them by auction or private sale on account of the

*Contractor liable to pay compensation if action not taken under clause 3 and 4.*

contractor and at his risk in all respects, and the certificate of the MJP as to the expenses of any such removal and the amount of the proceeds and expense of any such shall be final and conclusive against the contractor

**Clause 6 :** If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the MJP before the expiration of the period stipulated in the tender on before the expiration of 30days from the date on which he was hindered as aforesaid or on which the cause for asking extension occurred, whichever is earlier and Engineer, as the case may be, if in his opinion, there were reasonable grounds for granting the extension, grant such extension as he think necessary or proper. The decision of the MJP in this matter shall be final.

*Extension of time*

**Clause 7 :** On the completion of the work the contractor shall be furnished with a certificate by the MJP (hereinafter and hereinbefore called the Engineer-in-charge) of such completion but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding surplus materials and rubbish , tools, plants and equipments and shall have cleaned off the dirt from all woodwork, 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 subordinate until they have received approval of 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 cleaning off the dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at

*Final Certificate.*

the expense of the contractor, remove 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 tools and plants equipments or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**Clause 8 :** No payment shall be made for any work estimated to cost less than Rupees one thousand till the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees one thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work then approved recommended by the Engineer-in-charge, whose certificate of such recommended and passing of the sum of payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge for requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed or re erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**Clause 9:** The rates for several items of works estimated to cost more than 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance

*Payment on intermediate certificate to be regarded as advance*

*Payment at reduced rates on account of items of work not accepted as*

Contractor

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with the sanctioned specification. In cases where the items of are work not accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

*completed, to be at the discretion of the Engineer-in-charge.*

**Clause 10:** A bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible shall be adjusted and paid if possible within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects

*Bills to be submitted monthly*

**Clause 11:** The contractor shall submit all bills on the printed formsto be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work

*Bills to be on printed form.*

**Clause 12 :** If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the MJP or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the security deposit is held in Government Securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of MJP and shall not be removed from the site of the work and shall at all times be open to inspection by the Engineer-incharge. Any such materials issued at cost but remained unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the MJP, store if the Engineer-in-charge so required by a notice in writing given under his hand, but the contractor shall not be entitled to return any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or, damage to any such materials. The contractor shall, however return all unused material at the time of completion, which was issued to him free of cost by the Engineer in charge and which has remained surplus with the contractor after accounting for the actual utilization of such material from the total quantity that was issued by the Engineer in charge. Cost of any material issued free of cost by the engineer and which has remained surplus with the Engineer from the contractor as mentioned in Schedule – ‘A’

*Stores supplied  
by MJP*

**Clause 12 (A) :** All stores of materials such as cement, steel etc. supplied to the contractor by MJP should be kept by the contractor in a separate store near the work site under lock and key and will be accessible for inspection by the MJP or his agent at all the times.

*Storage of controlled material*

**Clause 13 :** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict order accordance. The contractor shall also conform 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 hour. The contractor will be entitled to receive one 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 drawings if requires by him shall supplied at the rate of Rs 5000/- per set of contract drawings and 500/- per working drawing except where otherwise specified.

*Works to be executed in accordance with specifications drawings.*

**Clause 14 :** The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, design and instructions that may appear to him to be necessary or contracts, advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the

*Alternation in specifications & designs not to invalidate*

additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division with due consideration for leads and lifts involved for materials and labour or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. However, if the Engineer-in-charge is not empowered by MJP to approve the rates of such additional or altered work then as far as possible he shall obtain prior approval to the changes and to the rates payable for such changes from competent authority of MJP not entered in before ordering the Contractor to take up the alternation/ additional work. If the additional or altered work for which no rate is in the schedule or rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work or incur any expenditure in regard there to before the rates shall have been determined as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Member Secretary MJP will be final.

*Extension of  
time  
consequences  
additions or  
alterations.*

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor

and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender. The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

**Clause 15 :**

i) If at any time after the execution of the contract documents the engineer shall for any reason what so ever (other than default on the part of the contractor for which the MJP is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period of that the whole or part of the work should not be carried at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in which the work should be stopped or suspended so as not to cause any damage or injury to the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the Contractor. The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter

*No claim to any payment or any compensation for alteration in or restriction of Work except specified in this clause.*

ii) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual, obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10days prior notice in writing to the Engineer within 30days of the expiry of the said period of 90 days of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his

obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provision of this clause.

iii) Where the Engineer in-charge requires the Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of peculiarly loss suffered by him in respect of working machinery rendered idle on the site or on the account of his having had to pay the salary or wages to labour engaged by him during the said period of suspension, provided always that the Contractor shall not be entitled to any claim in respect of any such working machinery ,salary or wages for the first 30 days whether consecutive or in the aggregate of any suspension whatsoever occasioned by unsatisfactory work or other default on his part. The decision of the Engineer- in -charge in this regard shall be final and conclusive against the Contractor.

iv) In the event of :

- a) any total stoppage of work on notice from the Engineer under sub-clause (1) in that behalf.
- b) Withdrawal by the Contractor from the contractual obligation to complete the remaining un-executed work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.
- a) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions under Clause 14 where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in

the tender is more than 5,000/-

It shall be open to the Contractor within 90 days from the service of

- i) the notice of stoppage of work or
- ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or
- iii) notice under Clause 14(i) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage, suspension or curtailment and required the Corporation/Council to take over on payment such material at the rates determined by the Engineer, provided, however, that such rates shall in no case exceed the rates at which the same was acquired by the Contractor. The MJP/Corporation/Council shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer

**Clause 15 A :** The Contractor shall not be entitled to claim any compensation from MJP for the loss suffered by him on account of delay by MJP in the supply of materials entered in Schedule 'A' where such delay is caused by.

- i) Difficulties relating to the supply of railway wagons.
- ii) Force majeure.
- iii) Act of God.
- iv) Act of enemies of the State or any other reasonable cause beyond the control of MJP.

In the case of such delay in the supply of materials, MJP shall grant such beyond the control of MJP. extension of time for the completion of the works as shall appear to the MJP to be reasonable in accordance with the circumstances of the case. The decision of the MJP as to the extension of time shall be accepted as final by the Contractor.

**Clause 16 :** Under no circumstances whatsoever shall the Contractor be entitled to any compensation from MJP on any account unless the Contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

*No. claim to compensation on account of loss due to delay in supply of material by MJP*

*Time limit for unforeseen claims.*

**Clause 17 :** If at any time before the security deposit or any part of thereof is refunded to the Contractor it shall appear to the Engineer-in-charge or his subordinate –in-charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or quality is inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required shall remove the materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days during which the failure so continues and in the event of any such failure the Engineer-in-charge may rectify or remove and re execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. Should the Engineer in charge consider that any such inferior work or materials as prescribed above may be accepted or made use of, it shall be within his discretion to accept the same reduced rates as he may fix therefore.

*Action and compensation payable in case of bad work.*

**Clause 18 :** All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the

*Work to be open to inspection*

*Contractor' or Responsible agent to be present*

Contractor

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Engineer- in-charge and his subordinates to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be *present* considered to have the same force and effect as if they had been given to the Contractor himself.

**Clause 19 :** The Contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

*Notice to be given before work is covered up*

**Clause 20 :** If during the period of **three** months from the date of completion as certified by the Engineer-in-charge pursuant to Clause 7 of the Contract or for the period as mentioned below after commissioning the work whichever is earlier in the opinion of the Engineer in-charge, the said work is defective in any manner whatsoever the contractor, shall forthwith on receipt of notice in that behalf from the MJP, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the MJP. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/ or to complete the same as aforesaid as required by the same notice, the MJP may get the same executed and carried out departmentally or by

*Contractor liable for damage done and for imperfections*

Contractor

No. Of Corrections

Executive Engineer

any other agency at the risk, on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the MJP the amount of such costs, charges and expenses sustained or incurred by the MJP of which the certification of the MJP shall be final and binding on the Contractor, Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same no demand as aforesaid without prejudice to any other rights and remedies of the MJP, the same may be recovered from the Contractor as arrears of land revenue. The MJP, shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the MJP to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by the MJP. During defect liability period, the work of daily maintenance and general repairs and expenses thereon would be out of scope of the tender. However, if any defects in the sub work or in the material are found, the same will be rectified by the Contractor at his cost and will be binding on him, failing to which legal action would be taken as per tender clauses.

**Clause 21 :** The Contractor shall supply at his own cost all material (except such special materials, if any, as may in accordance with the contract be supplied from the MJP stores), plant, tools, appliances, implements, ladders, tackles, scaffolding and temporary works requisite or proper execution of the work, in the original, altered or substituted from the whether included in the specification or other documents forming part of the contract of referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer in charge as to any matter as to which under these conditions he is entitled to as satisfied or which he is entitled to require together with the carriage therefore to and from the work.

*Contractor to supply plant, ladders, scaffoldings, etc.*

The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, Failing which the same may be provided by the Engineer-in-charge at the expense of the Contractor and expenses may be deducted from any money due to the Contractor under the contract

*And is liable for damages arising from non-provisions of lights, fencing, etc.*

or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the Contractor be paid for compromising any claim by any such person List of machinery in contractors possession and which he proposes to use on the work should be submitted along with the tender.

**Clause 21 A :**The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection herewith.

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffolds shall not be constructed, taken down or substantially allowed except
  - i) Under the supervision of a competent and responsible person, and
  - ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected herewith and ladders shall.
  - i) be of sound material
  - ii) Be of adequate strength having regard to the loads and strains to which they will be subjected, and
  - iii) Be maintained in proper condition
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e) Scaffolds shall not be over – loaded and so far as practicable the load in consequence of normal use
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workmen the Contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the

regulations herein specified.

- i) Working platform, gangway, stairways shall:-
  - 1) be so constructed that no part thereof can sag unduly or unequally.
  - 2) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
  - 3) kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 2 meters ( to be specified).
  - a) every working platform, gangways shall be closely boarded unless other adequate measures are taken to ensure safety,
  - b) every working platform, gangway shall have adequate width, and
  - c) every working platform, gangway, working place and stairway shall be provided with railing/ barricading
- k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.
- l) When persons are employed on a roof where there is a danger of falling from the height exceeding 3 meters ( to be specified) suitable precautions shall be taken to prevent the fall of persons or material
- m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.
- o) The Contractor will have to make payments to laborers as per Minimum Wages Act.

*Liability of contractors for any damage done in or outside the work area*

**Clause 21 B :**The Contractor shall comply with the following regulations as regards the Hoisting appliances to be used by him.

- a) Hoisting machines and tackles, including their attachments, anchorages and supports shall.
  - i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
  - ii) be kept in good repairs and in good working order.

- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and shackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the MJP.
- d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold, which gives signals to the operator.
- g) In case of every machine and every chain, ring, hook, Shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in proceeding regulation shall be plainly marked with the safe working load
- i) In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means, which will reduce to minimum, and the risks of the accidental descend of load.
- m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of suspended load becoming accidentally displaced

**Clause 22 :** The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission

*Measures for  
prevention of fire.*

from the MJP. When such permission is given and also in all cases when destroying, cut or dug up trees, brushwood, grass, etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labor employed by him.

**Clause 23 :** Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of the MJP property including any damage caused by the spreading of fire mentioned Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Chief Engineer on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damage in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from MJP to Contractor under this contract or otherwise.

*Liability of Contractor for any damage done in or outside work area.*

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

**Clause 24 :** The employment of female laborers on works in neighborhood of soldiers barracks should be avoided as far as possible.

*Employment of female labor*

**Clause 25 :** No work shall be done on Sunday without the sanction in writing of the Engineer-in-charge.

*Work on Sunday.*

**Clause 26 :** The contract shall not be assigned or sublet without the written approval of the Engineer-in-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 so or if bribe, gratuity, gift, loan, perquisite, reward of 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 or person in the employment of MJP in any 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-

*Work not to be sublet.. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a Public Officer or if Contractor becomes insolvent.*

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 MJP and the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

**Clause 27 :** 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 MJP without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained

*Sum payable by way of compensation to be considered as reasonable without reference to actual loss*

**Clause 28 :** In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to the Engineer-in-charge for his information.

*Changes in the constitution of the firm to be notified.*

**Clause 29 :** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer MJP/, 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 out.

*Directions and control of the Engineer in charge*

**Clause 30.1 :** Except where otherwise specified in the contract and subject to the powers delegated to him by MJP under the code, rules then in force, the decision of the Executive Engineer 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 whatsoever, in 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.

*Directions and control of the Engineer in charge .*

**Clause 30.2 :** The Contractor may within thirty days of receipt by him of any order passed by the Chief Engineer as aforesaid appeal

against it to the Chief Engineer MJP with the contract work or project provided that.

- a) The accepted value of the contract exceeds `10 lakhs( Ten lakhs)
- b) Amount of claim is not less than `1.00 lakh ( One Lakh).

**Clause 30.3 :** 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 Member Secretary, MJP who if convinced that prima facie, the contractors, claim rejected by Chief Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination in the claim of the contractor and decision by Member Secretary MJP for suitable decision

**Clause 31 : Deleted**

**Clause 32 :** When the estimate on which a tender is made includes lump sums in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or if the part of the work in question is not in the opinion of the engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

*Lump sums in estimates*

**Clause 33 :** In the case of any class of work for which there is no such specification as is mentioned in Rule I 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 specifications, the work shall be carried out in all respect in accordance with all instructions and requirements of the Engineer-in-charge.

*Action where no specifications*

**Clause 34 :** The expression ‘Work’ or ‘Works’ where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Definition of work

**Clause 35 :**The percentage referred to in the tender shall be deducted from/ added to the gross amount of the bill before deducting the value of any stock issued.

*Contractor's percentage whether applied to net or gross amount of bill.*

**Clause 36 :** All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any should be paid by Contractor, which will not be entitled to a refund of such charges from the MJP. (Please see special clause for royalty).

*Quarry fees and royalties*

**Clause 37 :**The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act., 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/ paid by the MJP as principal under sub-section (1) of Section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the MJP from the Contractor under the sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

*Compensation under Workmen's Compensation Act.*

**Clause 37 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 MJP, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of the MJP from any amount due or that may become due to the Contractor.

**Clause 37 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 herewith.

- 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.

**Clause 37 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 said Act and said Rules.

**Clause 38 :** I) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity to more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than 5,000/- (Whichever is more)

*Quantities put to tender are approximate.  
Excess quantity beyond quantity put to tender will be governed as per Cl.38*

ii) the Contractor shall, if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned above in sub –clause (1) hereof on the same conditions and in accordance with the specifications in the tender and the rates

a) derived from the rates entered in Current Schedule of Rates and in the absence of such rates

b) At the rates prevailing in the market. The said rates being increased or decreased as the case may be by the percentage which the total tendered amount upon the schedule of rates applicable to the year in which the tender were accepted

For the purpose of operation of this clause ,this cost shall be worked out according to minimum wages act, prevailing at the time of inviting of tender. The cost of Clause 38 is **Rs. 28,57,332/- (Twenty Eight Lakhs Fifty Seven Thousand Three Hundred Thirty Two Only)**

iii) This clause is not applicable to extra items.

iv) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of Clause 15 only when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than 5,000/- This reduction is exclusively the reduction in Clause Nos. 14 & 15 of the work and site conditions.

- v) There is no change in the rate if the excess is less than or equal to 25%. Also there is no change in the rate if the quantity of work done is more than 25% of the tendered quantity, but the value of the excess work at the tendered rates does not exceed 5,000/-
- vi) The quantities to be paid at the tendered rates shall include,
- a) tendered quantity plus 25% excess of tendered quantity or the excess quantity of the value of Rs. 5,000/- at tendered rate whichever is more

**Clause 39 :** 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.

*Employment of famine labour, etc*

**Clause 40:** No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works, on account of any delay in accordance to sanction of estimates.

*Claim for compensation for delay in starting the work.*

**Clause 41:** No compensation shall be allowed for any delays in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, execution in mud, sub-soil, water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

*Claims for compensation for delay in execution of the work.*

**Clause 42 :** The Contractor shall not enter upon or commence any portion of work except with written authority and instructions of the Engineer-in-charge of his subordinate in charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

*Entering upon or commencing any portion of work*

**Clause 43 :**

- 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 (Nawar).
- 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 MJP 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 the dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer in charge 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 MJP at the sanctioned tender rates.
- vi) Contractor shall provide drinking water facilities to the worker` Similar amenities shall be provided to the workers engaged on large work in urban areas
- vii) Contractor to take precautions against accidents which taken place on account of labour using loose garments while working near machinery.

*Minimum age of persons employed, the employment of donkeys and other animals and the payment of fair wages.*

**Clause 44:** Payment to Contractors shall be made by cheque Executive Engineer / Engineer in charge's directly to contractors bank account by mode of e-payment through NEFT / RTGS

*Method of payment*

**Clause 45:** Any Contractor who does not accept these conditions shall not be allowed to tender for work.

*Acceptance of conditions compulsory before tendering for work.*

**Clause 46 :** If Government declares a site of scarcity or famine to exist in any village situated within 16 Kms of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer/Engineer in charge, or by any person to whom the Executive Engineer/Engineer in may have delegated this duty in writing to be in need on relief and shall be bound to pay to such person wages not below the minimum wages which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Engineer in charge whose decision shall be final and binding on the Contractor.

*Employment of scarcity labour*

*Price not to exceed controlled price fixed by Govt.*

**Clause 47:** The price quoted by the Contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which is permissible for him to charge a private purchaser for the same class and description, the control price or the price permissible under the provisions of Hoarding and Profiteering Preventing 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 to the controlled 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 47 A :**The tender rates are inclusive of all relevant taxes except GST. The rates to be quoted by the contractor must be inclusive of all taxes excluding GST. No extra payment on this account will be made to the contractor. GST shall be paid on the amount of bill of the work done as per prevailing rates of GST.

*Rate inclusive of all taxes but exclusive of GST.*

**Clause 48 :** In case of materials that may remain surplus with the Contractor from those issued, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of GST and the GST will be recovered on such date.

*GST on surplus material*

**Clause 49 :** The Contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located. Provided, however, that if required number of unskilled labour from that district is not available, the Contractor shall in the first instance employ such number of persons as is available and thereafter may with the previous permission in writing of the Engineer-in-charge of the said work obtain the rest of the requirement of unskilled labour from outside of district.

*Employment of local labour*

**Clause 50 :** The Contractor shall pay the labourers – skilled and unskilled according to the wages prescribed by Minimum Wages Act applicable to the area in which the work of the Contractor is

*Wages to be paid to the skilled and unskilled labours employed by contractor.*

located. The Contractor shall comply with the provision of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time.. The Contractor shall 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 labourers – skilled and unskilled- according to wages prescribed by Minimum Wages Act applicable to the area in which the work lies.

**Clause 51 :** All amounts whatsoever which the Contractor is liable to pay to the MJP 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 Corporation/Council to the Contractor,
- ii) Hire charges in respect of heavy plant, machinery and equipment given on hire by the MJP to the Contractor for execution by him of the work and/ or for which advances have been given by the MJP to the Contractor.

**Clause 52 :** The successful tenderer will be required to produce to the satisfaction of the specified concerned authority valid and consequent license issued in favour of the Contractor under the provision of the Contract Labour (Regulation and Abolition) Act 1970 before starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also the earnest money.

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 statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular and contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglect to pay wages at the said rates or makes short payment and the MJP 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 MJP to such workers shall be deemed to be debt payable by the Contractor and the MJP shall be entitled to recover the same as such from the contractor or deduct same from the amount

payable by the MJP to the contractor hereunder or from any other amounts payable to him by the MJP.

**Clause 53 :** Where the workers are required to work near Machine and are liable to accident they should not be allowed to wear loose clothes like Dhoti, Jhabba etc.

**Clause 54 :** 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 contract and the Superintending Engineer may in his discretion cancel the contract. The Contractor shall pay the labourers skilled and unskilled according to wages prescribed by Minimum Wages Act applicable to the area in which the work lies.

**Clause 55 :** In view of the difficult position regarding the availability of the Foreign exchange, no foreign exchange, will be released by the Department for the purchase of the Plant and Machinery required for the execution for the work concerned work.

**Clause 56 :Price variation clause: Deleted**

**Clause 57 (A) :** Conditions of Malaria Eradication.

*Anti-Malaria and other health measures.*

- a) The anti malaria and the health measures shall be as directed by the Joint Director (Malaria and Filarial) of Health Service, Pune.
- b) Contractor shall see that most Autogenic conditions are not created so as to keep vector population to minimum level
- c) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director ( M & F) of Health Services, Pune
- d) In case of default in carrying out prescribed anti malaria measures resulting in increase in malaria incidence contractor shall be liable to pay to Government the amount spent by Government on anti malaria measures to control the situation in addition to fine.
- e) Relations with Public Authorities.

The contractor shall make sufficient arrangements for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way

as not to cause, any nuisance. He shall also keep the premises clean by employing sufficient number of sweeper

The contractor shall comply with all 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 charge which are leviable on him without any extra cost to Government.

**Clause 57 (B) :** The successful contractor will have to enter into agreement in form specified by MJP on a stamp of required amount as per rules in force. The stamp charges shall be borne by the contractor

1) Receipt for payment 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 a firm, in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts of the firm.

2) All work shall be measured net by the standard measure and according to the rules and customs of the MJP, and in absence of such rules and customs in MJP then as per rules and customs of P.W.D. of Govt. of Maharashtra without reference to any local customs.

3) The measurement of work will be taken according to the usual methods in use in the MJP and no proposals to adopt alternative methods will be accepted. The Executive Engineers decision as to what is the usual method in use in the MJP will be final.

4) The Contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule-A of the agreement. The materials will be taken for use in the presence of the departmental person. No materials will be allowed to be removed from the site of works.

5) The tendered rate shall be inclusive of all taxes, duties (Excluding GST) as amended from time to time. No extra payment on this account shall be made to the contractor.

**Clause 58 :** The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safeguards to protect the work, life, property, the public excavations, equipment and materials. Barricades shall be substantial construction and shall be painted such as to increase their visibility at night. For any

accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defence of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

**Clause 59 :**

The contractor shall take out necessary insurance policy /policies so as to provide adequate insurance cover for execution of the awarded work from the Director of insurance Maharashtra State Mumbai. However if contractor desire to effect insurance with local office of any insurance company same should be under the Co-insurance-come- servicing arrangement approved by the director of insurance if the policy taken out by the contractor is not Co – Insurance basis(GIF- 60% and insurance company -40%) the same will not be accepted and the amount of the premium calculated by director of insurance will be recovered directly from the amount payable to the contractors for the executed contract work.

- a. Loss of or damage to the Civil and Mechanical and Electrical equipments supplied/installed including the materials such as pipes, valves, specials etc. brought on site
- b. Loss of or damage to contractor's equipments including his vehicles.
- c. Loss of or damage to property (except the works, Plant material and Equipment) in connection with the contractor, and
- d. Personal injury or death due to vehicles of the contractor and or due to any accident that may arise at or around the site to the Contractor personnel or to the MJP staff or to any other person not connected with MJP/ Contract.

**Clause 59.1 :**

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the date of actual starting of work. All such insurance shall provide for compensation to be payable in the types of proportions of currencies required to rectify the loss or damage incurred

**Clause 59.2 :**

If the contractor did not produce any of the policies and certificates required the Engineer may effect the Insurance for which the contractor should have produced the policies certificates and recover the premium it has paid from payment

otherwise due to the contractor or, if no payments due to payment of the premiums shall be of debt due.

**Clause 59.3 :**

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

**Clause 59.4 :**

The minimum insurance cover for loss damages to physical property, injury and death shall be 10% of the contract cost per occurrence with number of occurrences as 3(Three). After each occurrence the contractor shall pay additional premium necessary so as to keep the insurance policy valid always till the defect liability period is over.

**Clause 59.5 :**

No payment will be released to the contractor until the insurance coverage with the Govt. Insurance fund, Maharashtra State is provided and unless the proof of insurance coverage is produced by the Contractor to the Engineer-in-Charge

**Clause 60: (CSMC)**

In case MJP decides to appoint a construction, supervision and Management Consultant for supervising / monitoring works under this contract, the civil/ mechanical/ electrical contractor shall be liable to execute the work under the supervision of C.S.M.C. All decisions regarding the works in such cases shall be taken by the CSMC on behalf of MJP and will be binding on the contractor.

In such cases the contractor will have to sign the agreement between the MJP of CSMC in token of acceptance of the CSMC as the sole supervisor of the works under the agreement.

**Clause 61:** During execution of work excavation is required to be carried out for various sub-works for which royalty is required is to be paid by the contractor. During execution of work and till completion if point of royalty is raised by collector office it will be sole responsibility of the contractor to pay royalty charges/compensation if any to concern. Until the certificate from the collector office regarding royalty charges is not submitted by the contractor, final bill and security deposit for such work will not be payable to the contractor.

## SCHEDULE – A

**Name of Work :- M & R To Ambernath Water works  
Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

Statement showing the material to be supplied from the store for the work contracted to be executed and preliminary and ancillary works and the rate at which they are to be charged.

<i>Sr. No.</i>	<i>Particulars of Material</i>	<i>Approx. Quantity &amp; Unit</i>	<i>Rate at which the material will be charged for</i>	<i>Place of delivery</i>
1	2	3	4	5
		<b>NIL</b>		

Executive Engineer  
Maharashtra Jeevan Pradhikaran,  
WM Division Ambernath.

Contractor

No. Of Corrections

Executive Engineer

# **SCHEDULE – B**

Contractor

No. Of Corrections

Executive Engineer

**MAHARASHTRA JEEVAN PRADHIKARAN**  
**MAHARASHTRA JEEVAN PRADHIKARAN CRICLE, THANE**  
**MAHARASHTRA JEEVAN PRADHIKARAN WATER MANAGEMENT**  
**DIVISION, AMBERNATH**

Name of Work:- **M & R To Ambernath Water works**  
**Providing services of skilled staff for Office Works at**  
**Ambernath and Badlapur Office for period of One Year.**

**SCHEDULE 'B'**

Quantity	Description of Item	Rate		Unit	Amount
		In Figures	In Words		
12.00	<b>Item No.1:-</b> Providing services for skilled person for day to day office work, performing work related with technical branch, accounting branch, establishment branch, store branch etc. (Skilled staff)	2,38,111.01	Two Lakhs Thirty Eight Thousand One Hundred Eleven and paise One Only	Month	<b>28,57,332.12</b>
	<b>TOTAL AMOUNT RS.</b>				<b>28,57,332.12</b>
	<b>Say Rs.</b>				<b>28,57,332.00</b>
	<b>AMOUNT IN WORDS</b>				
<b>Rupees Twenty Eight Lakhs Fifty Seven Three Hundred Thirty Two Only.</b>					

Contractor

No. Of Corrections

Executive Engineer

**MAHARASHTRA JEEVAN PRADHIKARAN**  
**MAHARASHTRA JEEVAN PRADHIKARAN CRICLE, THANE**  
**MAHARASHTRA JEEVAN PRADHIKARAN WATER MANAGEMENT**  
**DIVISION, AMBERNATH**

Name of Work:- **M & R To Ambernath Water works**  
**Providing services of skilled staff for Office Works at**  
**Ambernath and Badlapur Office for period of One Year.**

**Measurement Sheet**

<b>Sr. No</b>	<b>Item</b>	<b>No</b>	<b>L</b>	<b>B</b>	<b>D</b>	<b>Qty</b>	<b>Unit</b>
1	Item No 1 :- Providing services for skilled person for day to day office work, performing work related with technical branch, accounting branch, establishment branch, store branch etc. (Skilled staff).						
A	Civil Engineer Assistant	4.00				4.00	No
B	Assistant Store Keeper	1.00				1.00	No
C	Clerk at Division	1.00				1.00	No
D	Clerk at Sub Division	5.00				5.00	No
	<b>Total</b>					<b>11.00</b>	<b>No</b>
	<b>Therefore for 12 months</b>	<b>11.00</b>	<b>12.00</b>			<b>132.00</b>	<b>No</b>

Contractor

No. Of Corrections

Executive Engineer

**ANNEXURE-1**  
**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE**  
**MAHARASHTRA JEEVAN PRADHIKARAN**  
**WATER MANAGEMENT DIVISION, AMBERNATH**

**Name of Work : M & R to Ambernath Water Works**  
**Providing services of skilled staff for Office Works at**  
**Ambernath and Badlapur Office for period of One Year.**

**BANK GUARANTEE**  
*(Security for Performance)*

1. In consideration of the Chief Engineer (hereinafter called "Maharashtra Jeevan Pradhikaran" (MJP) having agreed to exempt hereafter called "The said contractor") from the demand, under the terms and conditions of an Agreement dated (hereafter called "the said Agreement") made between the Chief Engineer, MJP and the said contractor for the Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of the Bank Guarantee for (In words \_\_\_\_\_) we, (hereinafter referred to as "the Bank" at the request of the said contractor do hereby undertake to pay to the MJP an amount not exceeding the above said amount of Guarantee against any loss or damage caused to or would be caused to or suffered by the MJP by reason of any breach by the said contractor or any of the terms or conditions.
2. We, \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, in hereby on a demand from the MJP stating that the amount claimed is due by way of loss or damage caused to or would be to or suffered by the MJP by reason of breach of the said contractor of any of the terms or condition contained in the said agreement or any reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding the above said amount Guarantee.
3. We undertake to pay to the MJP any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

Contractor

No. Of Corrections

Executive Engineer

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment

- 4. We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continued to be enforceable till all the dues of the MJP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till MJP certified that the terms and conditions of the said Agreement have been duly and properly carried out by the said contractor and accordingly discharges this guarantee unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter
  
- 5. We \_\_\_\_\_ further agree with the MJP that the MJP shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the MJP against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from any liability by reason of any such variation, or extension being granted to the said contractor, or for any forbearance act or omission on the part of the MJP or any indulgence by the MJP to the said contractor or by any such matter or thing whatsoever which under the law to sureties would, but for this provisions, have effect of so relieving us.
  
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or of the Contractor.

1. We, lastly undertake not revoke this guarantee during its currency except with the previous consent of the MJP in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_  
(Indicate the name of the Bank)

Note: However, these forms will be as per the current practices of MJP and Banks.

Contractor

Executive Engineer  
M.J.P. WM Dn. Ambarnath

Contractor

No. Of Corrections

Executive Engineer

## ANNEXURE-2

**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE  
MAHARASHTRA JEEVAN PRADHIKARAN WATER  
MANAGEMENT DIVISION, AMBERNATH**

**Name of Work:- M & R to Ambernath Water Works  
Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

## **DECLARATION**

**I/we hereby declare that I have made myself thoroughly conversant with the local conditions regarding all locations under the jurisdiction of MJP WM Division. Ambernath Office on which, I have based my rates from this work. The specifications and requirement for this work have been carefully studied and understood by me before submitting the tender.**

**I undertake to use only best security guards, to be approved by the Executive Engineer in charge of the work or his duly authorized representative before starting the work and also to abide by their decision.**

**I hereby undertake to pay the security guards engaged on the work as per minimum wages Act 1984 applicable to the zone concerned or any other as per applicable rules in force .**

## ANNEXURE-3

**UNDERTAKING FOR GUARANTEE****MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE  
MAHARASHTRA JEEVAN PRADHIKARAN WATER  
MANAGEMENT DIVISION, AMBERNATH**

**Name of Work:- M & R to Ambernath Water Works  
Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

I/We Guarantee that :

- 1** I/We will replace repair and adjust free of all charges to the employer any part of the work which fails to comply with the Specifications or amendment to such specifications as referred to in our specifications attached to tender, except fair wear and tear until the completion and for a period mentioned under clause 20 from the date of completion of contract.
- 2** All the work will be reliable.
- 3** All the work will be of a type which has been proved in service to be suitable for the duty required by the specifications and will be manufactured and tested in accordance with the appropriate standard specifications approved by the Engineer-in-charge.

**I/We accept the abide by the clause relating to quality and guarantee of work.**

## ANNEXURE 4

**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE**  
**MAHARASHTRA JEEVAN PRADHIKARAN WATER**  
**MANAGEMENT DIVISION, AMBERNATH**

**Name of Work:- M & R to Ambernath Water Works**  
**Providing services of skilled staff for Office Works at**  
**Ambernath and Badlapur Office for period of One Year.**

**SELF DECLARATION**

I..... age ..... years occupation  
 business ..... resdiding ..... at

.....do hereby  
 state on both as under :-

That I am proprietor / Director / Partner / Power of Attorney Holder of the company  
 name ..... and ..... style ..... as  
 M/s..... having its  
 address ..... at

.....

That I further say that M/s.  
 .....is not black listed by any  
 Government / Semi Government Organization / any Local bodies and any other  
 Private bodies.

Whatever information and documents submitted for registration are true and  
 correct a per my knowledge. I take full responsibility regarding geniuses of  
 documents submitted by me.

Date :-

Place :-

(Signature)

**Name of Bidder ( in Proprietorship  
 firm) or Authorized Representative  
 (Name & Designation) (in case of  
 other type of bidder)**

**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE**  
**MAHARASHTRA JEEVAN PRADHIKARAN WATER**  
**MANAGEMENT DIVISION, AMBERNATH**

**Name of Work:- M & R to Ambernath Water Works**  
**Providing services of skilled staff for Office Works at**  
**Ambernath and Badlapur Office for period of One Year.**

## **Annexure –V**

**(Affidavit on Rs.500/- Stamp Paper)**

I.....age.....  
 address (Authorized signatory to sign the contract ).hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm /authorized signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below:-

- 1) I am liable for action under Indian penal code for submission of any false /fraudulent paper/information submitted in envelope.
- 2) I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
- 3) I am liable for action under Indian Penal Code if any paper is found false/flatulent during contract period and even after the completion of contract (finalization of final bill).

**(Signature of Contractor)**  
**(Seal of company)**

## ANNEXURE- 6

**Name of Work :- M & R to Ambernath Water Works  
Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

**Name of the Bidder :-**

### **SELF DECLARATION FOR ALL THE CONTRACTORS**

- All the information provided in the forms, statements and attachments submitted in proof of the qualification requirements are correct. No any misleading or false information provided.
- I have not abandoned the works and I have properly completed all the contracts in time.
- I have / have not participated in the previous bidding for the same work and had / had not quoted unreasonably high bid prices and could not furnish rational justification.
- The details of litigation history is as below.

Name of the Other Party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount Involved

Contractor

No. Of Corrections

Executive Engineer

**ANNEXURE 7**  
**FINANCIAL INFORMATION**  
**Turnover Certificate (on CA's letter head)**  
**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. (name of contractors) is having registered office at (detailed office address). The turnover and net worth of the (name of contractors) from the construction business for the last three financial year (FY 2023-24, 2024-25, 2025-26) is as under.

Sr. No.	Financial Year	Turnover (in lakhs) as per audited balance sheet	Average position Net worth (in lakhs)
	Average Turnover		

The above information/figures are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of Pre-qualification at any stage, besides liabilities towards prosecution under appropriate law.

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:

(Seal of the Chartered Accountant)

Note:

It felt necessary, MJP may ask contractor to submit details duly supported by figures in balance sheet/profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department. Bidder will have to make available such details to MJP as and when demanded.

Contractor

No. Of Corrections

Executive Engineer

**ANNEXURE 8**  
**MAHARASHTRA JEEVAN PRADHIKARAN**  
**MAHARASHTRA JEEVAN PRADHIKARAN DIVISION AMBERNATH**  
**SELF DECLARATION**  
**(On Rs. 500/- stamp notary)**

**Name of Work :- M & R to Ambernath Water Works**

**Providing services of skilled staff for Office Works at  
 Ambernath and Badlapur Office for period of One Year.**

**MINIMUM WAGES ACT OF LABOUR COMMISIONER 1948 SR. NO.48 &  
 INDUSTRIAL ENERGY, LABOUR DEPARTMENT**

I ....., age ..... years occupation  
 business Residing  
 at.....

..... do hereby state on both as under :-

That I am proprietor / Director / Partner / Power of Attorney Holder of  
 the company name and style as M/s.  
 ..... having its  
 address as  
 .....  
 .....

I will also be liable, for any pecuniary liability arising on account of any  
 violation of the provisions of this Minimum Wages act of labour  
 commissioner 1948 Sr. No.48 & industrial energy, labour department and  
 rules be orders issued there under form time to time by the contractor.

Date :-

Place:-

**(Signature)**

**Name of Bidder (in Proprietorship firm) or  
 Authorized Representative**

**(Name & Designation) in case of other type of  
 bidder.**

**Annexure-9**  
**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE**  
**MAHARASHTRA JEEVAN PRADHIKARAN WATER**  
**MANAGEMENT DIVISION, AMBERNATH**

**Name of Work :- M & R to Ambernath Water Works**

**Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

**D E C L A R A T I O N**

**I/we hereby declare that I have made myself thoroughly conversant with the general conditions of this contract regarding appointment of service providers as per GR and condition mentioned in Serial No. (r) and it is understood by me before submitting the tender.**

**In this regard, if after allotment of tender to me, any decision is taken by M.J.P. tender inviting authority to terminate the tender, It will be binding on me to accept it as per said Serial No (r) and I will not claim in this regard in future for this.**

Contractor

**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE  
MAHARASHTRA JEEVAN PRADHIKARAN WATER  
MANAGEMENT DIVISION, AMBERNATH**

**Name of Work :- M & R to Ambernath Water Works  
Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

**Final List of Documents to be uploaded Online:**

The following documents should be uploaded by the tenderers in the same order as mentioned below, in the form of PDF Files on the e-Tendering website during Online Bid Upload/submission stage.

1) Scan copy of all documents certificates specified in Pre-qualification Criteria in Sr. No. 6 of detail tender notice us under.

(a) Valid Shop & Labour Act License mentioning providing Skilled staff for office works.

(b) Valid P. F. Registration.

(c) Valid Certificate of GST.

(d) Valid Professional Tax Registration.

(e) Nos. of staff/supervisors registered under ESIC & EPF separately Minimum 7 Nos.

(Staff /Supervisors) required with their ESIC & EPF contributions. Documentary prof of vouchers to be required and may be attached.

(f) PAN No.

(g) The tenderer should have minimum experience of providing skilled staff for office works from Govt. / Semi Govt. department for 12 months and certificate to that effect should be submitted. The experience certificate should be signed not below the rank of Executive Engineer or equivalent.

(h) Scanned copy of self declaration (Annexure 4) that his company is not black listed by any Govt. / Semi. Govt. Organization/any local bodies.

(i)The bidder should quote his Bid inclusive of all taxes excluding GST.

(j) The Firm / Contractor should have experience in similar type of work costing not less than 17 lakhs in a single contract with any government department / Local

Contractor

No. Of Corrections

Executive Engineer

bodies etc.

All the documents pertaining to pre-qualification criteria shall be submitted separately online in Envelop No.I (Technical Bid)

Note.:- During Online Bid Upload / Submission, apart from the above mentioned documents, if any need arises to upload additional document, an option of "Upload Additional Documents" has been provided in the e-tendering software which will be available to Bidders during Online Bid Upload/Submission stage.

**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE**  
**MAHARASHTRA JEEVAN PRADHIKARAN WATER**  
**MANAGEMENT DIVISION, AMBERNATH**

**Name of Work :- M & R to Ambernath Water Works**

**Providing services of skilled staff for Office Works at  
 Ambernath and Badlapur Office for period of One Year.**

**SCOPE OF WORK AND DETAIL SPECIFICATION**

1. The contractor shall engage experienced, smart, disciplined, intelligent and hard worker personnel in the age group of 19-55 with good health and sound mind, retired / released from combat duties, trained in First Aid and Fire Fighting with minimum educational qualification of Graduation Passed who can read Hindi/English/Marathi with knowledge of Marathi and English typing. The Engineer-in-charge may be give relaxation in qualification and experience, age in suitable cases.
2. Providing skilled staff for MJP Offices Ambernath & Badlapur. The contractor has to arrange relievers without any extra cost / claims.  
 The scope of the Skilled staff job includes all office work related to technical branch, account branch, establishment branch etc. Nature of duties is as below :-
  - i. Typing the letter, documents, reports.
  - ii. Report Making/ updating.
  - iii. Data entry and management.
  - iv. Formatting and Editing text
  - v. Maintaining records and files.
  - vi. To write and maintain cash books
  - vii. Reconciling accounts and statements.
  - viii. Managing financial records and transactions.
  - ix. Processing/ maintaining invoices and payments.
  - x. Preparing financial reports and statements.
  - xi. Maintaining accurate and up to date accounts.
  - xii. Preparing and assisting budgeting.
  - xiii. Taking entry of inward/ outward documents.
  - xiv. Maintaining records and ensuring compliances
  - xv. Coordinating meetings
  - xvi. Preparing Estimates and maintaining technical records.
  - xvii. Documenting technical procedures and processes.
  - xviii. Managing Inventory and stock levels.
  - xix. Receiving and processing shipments.
  - xx. Issuing and tracking supplies.
  - xxi. Maintaining and processing invoices of store related work.

Contractor

No. Of Corrections

Executive Engineer

3. The MJP shall have powers to issue necessary instruction conversing discipline, decorum work performance / safety etc. to the persons engaged through the contractor and the person engaged shall comply all such instructions strictly. it shall be the duty of the contractor to provide personal supervision and direction to his employees/workmen for the performance of work undertaken under the contract and to ensure that all instructions given by the MJP.
4. The contractor shall ensure that the personnel employed by him are the persons of high integrity. Their Bio-data / Credentials should be got verified with reference to pending police case, if any, before appointment. In case of any doubt about the integrity, behaviors or discipline of the personnel the contractor employed for the purpose of rendering this contract, the organization shall have absolute from attending work at the premises of the organization and the contractor shall abide by such instruction immediately and in any case not later than 24 hours.
5. The employees of the contractor shall wear proper formals while on duty. It shall be the responsibility of the contractor to instruct the staff.
6. The contractor shall issue identity card to each personnel engaged for rendering the services under this contract and also furnish the details for personnel like name. Permanent / Residential address, identity mark, age, signature, qualification, etc.
7. The contractor shall directly and exclusively responsible for any liability due to any difference or dispute between him and his personnel engaged. The contractor shall be responsible for resettlement of any claim / dues in case of any of the contractor's employees sustaining injury or his property within the premises of the MJP. The contractor shall have to take necessary Insurance cover for all his employees in this regard. The contractor shall maintain First Aid facilities for his employees.
8. It should be understood and agreed that there is no employer/employee. Master servant or principal agent relationship between the MJP and the contractor and/or the contractor's employees in any manner whatsoever and that the contractor has to render services to the MJP as an independent contractor.
9. The contractor shall ensure that all public premises are locked after the working hours, if any loss or theft from the premises entrusted to them for office work purpose during the currency of contract, the contract shall be liable compensate such losses on account of loss and theft etc. the decision of the Executive Engineer, MJP WM Div. Ambarnath shall be final and binding on the contractor in this regards.
10. The contractor shall undertake and leslies with police and civil authorities and co-ordinate with other agencies, if and when necessary for efficient discharge of their duties.
11. The contractor shall be responsible for the proper behaviors of the persons employed by him and exercise control over then. He shall also be bound to prohibit and prevent his employees for taking any direct or indirect interest and/or support, assist. Maintain or help any person or person

engaged in any anti-social activities, demonstrations, riots or agitation which may be any way, be detrimental or prejudicial to the interest of the organization.

12. Any failure on the part of the contractor at any time to enforce the strict observation of the performance of any of the terms and conditions of this contract or non exercise of any right mentioned in the contract shall not constitute a waiver of such terms and conditions of rights and shall not effected or deprive the MJP to exercise the same at any later date.
13. The successful bidder will be liable and answerable for any untoward happenings / incident and for failure of non-observance of existing rules in force.
14. No Skilled staff will leave his duty place till office timing.
15. The agency/firm will increase or decrease the strength as require by Executive Engineer at one week's notice. However, in case of emergency the agency / firm will have to increase the strength at a short notice, i.e. even against telephone message under the Jurisdictions of MJP Division, Ambernath. at Location viz. Ambernath , Badlapur. The rate applicable for any increase or decrease of the staff will be as per tender clause.
16. A register attendance will be maintained at the premises for attendance and shall be produced to Engineer-in-charge for checking etc.
17. In order to maintain smartness and impressive appearance, the Skilled staff personnel shall be neat, clean and well dressed at the time on duty.
18. Any person not suitable by MJP will have to removed immediately without assigning any reason thereof and the suitable person should be replaced as approved by the MJP.
19. A weekly report will be given to MJP on the important incidence having taken place in that week. However, any important incidences should brought to MJP knowledge immediately.
20. The contractor will be responsible for effective maintenance of discipline in the premises and adjoining area. He has to ensure effective organization to guard against theft, pilferage and loss of the MJP property.
21. The contractor will be liable to reimburse any losses caused due to the carelessness, negligence or dishonestly of his personnel on duty.
22. Instruction, directives for skilled staff measures issued by concerned officers/ staff from time to time will have to be followed by the skilled staff.
23. The arrangement for loading boarding and transport will not be the responsibility of MJP.

Contractor

No. Of Corrections

Executive Engineer

24. The skilled staff personnel shall be strictly worked to be very careful to remain off from drinking and smoking habits when on duty. If any of the person found in drunken condition and smoking he shall be removed from the place without any notice and the agency shall be liable for penalization.
25. The contractor should not frequently replace the skilled staff and also their duty place shall be finalized in consultation with Engineer-in-charge. All skilled staff must introduce to concerned. Deputy Engineer/Junior Engineer before jointing the duty.
26. The mobile phone numbers of the skilled staff with name of supervisor shall be intimated to department on finalization of contract.
27. No interest shall be payable by the Pradhikaran on amount, due to contractors pending final settlement of claim. Further, no interest shall be payable by M.J.P. on any amount/payment.
28. At time of raising the bill for work, the details of the previous months payments of wages/salaries to employees, payment of EPF, ESIS, Professional Tax with respect to their employers to concern departments shall be attached with bill.
29. The contractor shall ensure that the wages/salaries of the Skilled staff resources deployed to the department are released latest by 5th of every month irrespective of receipt of payment from MJP.
30. The Contractor should make the payment to the Skilled staff deployed through NEFT/RTGS Bank transfer only. At the time of raising invoice, the details of the previous months payment done along with the reference to transaction details of RTGS/NEFT shall be attached along with the invoice.
31. The Skilled staff deployed by contractor under the agreement shall not claim nor shall be entitled for any perks and other facilities admissible to permanent Employees of the department during or after contractual period. These Skilled staff resources shall not have right to demanded for any type of permanent employment of with the department or its allied offices. These Skilled staff resources shall not claim any benefit / compensation/absorption regulation of service with department.
32. The agency shall follow all the notifications, advisories SOP's, issued by GOM & GOI in time of pandemics. Agency shall provide all the necessary precautionary gadgets and equipment's to labour working on the field to keep them safe to pandemic.

**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE**  
**MAHARASHTRA JEEVAN PRADHIKARAN WATER**  
**MANAGEMENT DIVISION, AMBERNATH**

**Name of Work :- M & R to Ambernath Water Works**

**Providing services of skilled staff for Office Works at  
 Ambernath and Badlapur Office for period of One Year.**

**MODE OF MEASUREMENT FOR ITEM NO.1**

- 1) It shall be paid as monthly basis.
- 2) Following minimum staff is necessary to deploy and separate relievers must be provided by agency.
  - a) Skilled staff **11 Nos. Per Day**  
 If agency fails to deploy above staff then recovery will be made as under
  - b) Skilled staff Rs 711/- per Person
- 3) If any Skilled staff deployed by contractor is not found suitable then a written notice to that effect will be served by department and agency has to remove such person within 7 days from the date of dispatch of such letter, if agency fails to remove such person then after time limit of 7 days his absence will be marked and recover will be made as mentioned in para (2) above.
- 5) If any Skilled staff coming late on duty or leaving before from the duty period assigned to him then a penalty of Rs. 409/- per such case will be recovered from bill.
- 6) Thefts/damage to the property of MJP will be viewed very seriously and Skilled staff agency has to lodge the complaint in police department and pursue the case and investigate in the matter, till the case is settle, an amount equal to theft / damage of MJP property will be withheld form the R.A. Bill. The decision in this regard of Superintending Engineer will be final and binding.
- 7) The Skilled staff deploy at the various places on shown in location sheet it can be discontinued as per our requirement and when required by department for that purpose no extra claim will be entertained.
- 8) Weekly off to staff encased by agency will be on Sunday, Independence day, Republic day, Christmas. Office will remain closed on every Saturday and Sunday & holiday specified GOI & GOM however staff employed by agency shall attend office and have to carry out the work as directed by engineer in charge.

Contractor

No. Of Corrections

Executive Engineer

**MAHARASHTRA JEEVAN PRADHIKARAN CIRCLE, THANE****MAHARASHTRA JEEVAN PRADHIKARAN WATER  
MANAGEMENT DIVISION, AMBERNATH**

**Name of Work :- M & R to Ambernath Water Works**

**Providing services of skilled staff for Office Works at  
Ambernath and Badlapur Office for period of One Year.**

**A) Penalty on account of absentee of staff.**

i) Skilled staff Rs.711/- Day/No