

Affidavit is Must (on Rs.500/- Stamp Paper)**DECLARATION OF THE BIDDER****Name of Work :- As per NIT****Tender Amount :-**

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 no.1.
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 are found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).
4. I am not declared as a black listed contractor by government authority or semi government authority
5. I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, etc.) and labour on which I/We have quoted my/our offer for above mentioned work. The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the Executive Engineer, District Water Conservation Officer, Zilla Parishad (MI) Division Nashik or his duly authorised assistant, before starting the work and to abide by his decision.

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

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

I/We hereby declare that the documents uploaded by me/us for submission of tender are true and correct. If any of the document uploaded is found fake any time in the future, I/we shall be punishable under the law.

TO BE FILLED BY THE Bidder

1. **Mobile Number for communication :-**
2. **Telephone Number for communication :-**
3. **Email ID for communication:-**
4. **Postal Address of the agency :-**
5. **PAN No:-**
6. **Bank Account number of agency :-**
7. **IFS CODE of the bank and Branch Name :-**
8. **Sample Signature :-**

(Signature of contractor)
 (seal of company)

**Name and Signature of Contractor(s) / Power of attorney holder
 with complete address**

Contractor**No. of Corrections****Executive Engineer**

FORM B-1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

DEPARTMENT : **RURAL DEVELOPMENT DEPARTMENT**
ORGANIZATION : **ZILLA PARISHAD, NASHIK**
DIVISION : **District Water Conservation Officer, Zilla Parishad (MI) Division** -----

 General Rules and Directions for the Guidance of Contractors.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer, and signed by the District Water Conservation Officer, Zilla Parishad (MI) Division, Nashik. This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours. Detailed Tender notice inclusive of all above details shall also be published online on website <http://mahatenders.gov.in>.

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

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed his behalf by a person holding a power of attorney authorizing him to do so.
 - 2.(a) I) The contractor shall be pay along with the tender the sum of **Rs** as and by way of earnest money. The contractor may pay the said amount by uploading along with the tender scanned copy of Demand Draft of any

Contractor**No. of Corrections****Executive Engineer**

Nationalised bank for the like amount in favour of the **District Water Conservation Officer, Zilla Parishad (MI) Division Nashik.** The said amount of earnest money shall not carry any interest whatsoever (Amended wide G. R. and C. Department's corrigendum No. CAT1073/16967-D-3 dated 14/5/1976)

- ii) In the event of his tender being accepted, subject to the provisions of sub clause (iii) below, the said amount of earnest money shall be appropriated 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 of security deposit without prejudice to any other right and power of the Government here under, or in law Government shall be entitled to forfeit the full amount of the earnest money deposited by him.
 - iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provision of sub-clause (iii) above, refunded to him on his passing receipt therefore, (Amended wide G.R. and C. Department's No. CAT 1272/44277-C dated 3/3/1973)
3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm by one of the partners or by some other person having authority to give official receipts for the firm.
 4. Any person who submits a tender shall fill up in the BoQ file in the cell provided for the purpose stating at what percentage Excess or Less 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 / Scheduled rates shall be named. Tenders who propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition, of any sort will be liable to rejection. No tender shall include a tender for more than one works but if contractor who wish to tender two or more works, they shall submit separate tender for each. Tender shall have the name and number of the work to which they refer.

5. The Additional Chief Executive Officer and Executive Engineer or his duly authorised Assistant shall open tenders online and he will enter the amounts 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 event of tender being rejected, the competent officer shall authorise the Treasury Officers Nationalised Bank concerned to refund the amount of earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by contractor in regard to any matter relating to his tender or the contract shall be valid and binding on Government, unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for and the schedule of material to be supplied by the Department and their rates shall be filled in and completed by the office of the Executive Engineer, before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department and their rates shall be without reference to any local custom.
10. Under no circumstance shall any contractor be entitled to claim enhanced rates for items in this contract.
11. Every registered contractor should produce along with his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.
12. All corrections and additions or pasted slips should be initialled.
13. The measurements of work will be taken according to the usual methods in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's, decision as to what is "the usual method in use in the Department" will be final.
14. A tendering contractor shall furnish a declaration along with the tender showing all works for which he had already entered into contract, and the value of work that remains

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Executive Engineer specified in the under written memorandum within the time specified in such memorandum at

_____ Percent Below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work are provided by the Government, such materials and the rate to be paid for them shall be as provided in Schedule 'A' hereto.

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

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

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

(a) General Description :

(b) Estimated Cost	: Rs	_____
(c) EarnestMoney1	: .	_____
(d) %	: Rs	_____
SECURITY	: .	_____
(I) DEPOSIT	:	_____
Cash (not less than the amount of earnest money)	: Rs	_____
2.5%	: .	_____
(ii) To be deducted from current bills.	: Rs	_____
2.5%	: .	_____

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Executive Engineer

(e) This percent where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirement of the case where security deposit is taken see note 1 to clause 1 o conditions of contract.

(f) Give Schedule where necessary showing dates by which the various items are to be complied.

(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%

(f) Time allowed for the work from the date of written order to commence. (09) Calendar Months. (Including Mansoon)

2. I/we agree that the offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority, DD no. And date or Deposit at call receipt No. [redacted] and date [redacted] in respect to the sum of [redacted] ([redacted]) representing the Earnest Money herewith forwarded.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government, should I/we fail to (I) abide by the stipulation to keep the offer open for the period mentioned above or (ii) Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph 1 above within the time limit laid down in

Clause (1) of the annexed General conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

3. I/We secured exemption from payment of earnest money after executing the necessary bond in favour of the Govt., 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 (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents & furnish 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 Condition of contract, the amount payable by me/us may, at the option of the Engineer, be recovered out of the amount deposited in lump sum for security exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other moneys which are due to payable to me/us by the Government under any other contract or transaction of any nature whatsoever or otherwise.

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

Receipt No. _____
 dated _____ from the
 Scheduled _____ Bank at
 _____ in respect of the
 sum of Rs. * _____ (in Words
 _____)

- Amount to be specified in words and figures.

_____) is
 herewith forwarded representing
 the earnest money (a) the full value
 of which is to be absolutely
 forfeited to Government should
 I/We not deposit the full amount of
 security deposit specified in the
 above memorandum, in the
 accordance with clause 1(A) of the
 said conditions of the contract
 otherwise the said amount of Rs.
 _____ (In words _____
 _____)

- Strike out (a) if no cash security deposit is to be taken.

shall be refunded.

Contractor : # _____

Signature of contractor
 before submission of
 tender.

Address : _____

Dated The _____ day of _____ 200

(With ness) \$ _____

\$ Signature of witness to
 contractor's signature.

Address _____

(Occupation) _____

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

Dated _____ day of _____ 2000

District Water Conservation Officer

* Signature of the

Zilla Parishad (MI) Division

by whom accepted.

Contractor

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CONDITIONS OF CONTRACT

Contractor

No. of Corrections

Executive Engineer

Security Deposit
PWD Resolution No.
CAT/1087/CR-
94/Bldg. 2, dated
14/6/89

Clause 1 : - The person / persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the contest include his heirs, executors, administrators, and assigns) shall (A) within 10 days if the Executive Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Govt. Securities endorsed to the Executive Engineer, (if deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) (Permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to "**FIVE** percent of all moneys so payable such deductions to be held by Government by way of security deposit.") Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount to **FIVE** percent by deducting a sufficient sum from every such payment at last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason

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of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed and aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit 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.

Security Deposit

The security deposit will not be accepted in forms of Insurance company bonds as per Government orders contained in No. CCM / PWD / CAT / CAT / 4250, dt. 27/2/1956.

PWD Resolution No.
CAT / 1087 / CR-94
/ Bldg. 2, Dtd.
21/6/2004

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 the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 0% amount of security deposit shall be refunded along with the payment of the final bill. In the event of the contractor failing or neglecting to complete rectification work within the period unto which the contractor has agreed to maintain the work in good order, then, subject to provisions of clauses 17 and 20 hereof the amount of Security Deposit retained by Government shall be adjusted towards the excess cost incurred by the department on rectification work.

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

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Executive Engineer

Compensation for
Delay

Clause 2 : - The time allowed for carrying out the work as entered in the tender 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 the 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 Additional CEO (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for everyday that the work remains uncompleted or unfinished after the proper dates And further to ensure good progress during execution of the work, the Contractor shall be found, in all cases in which the time allowed for any work exceeds one month to complete.

The programme for completion of work is attached in form of bar chart on page No._____. The contractor is supposed to carryout the work and keep the progress as per bar chart on page No._____. The contractor should complete the work as per phase period given below, which is arrived from the bar chart.

25 % of the work in_____** $\frac{1}{4}$ of the time.

50 % of the work in_____** $\frac{1}{2}$ of the time.

75 % of the work in_____** $\frac{3}{4}$ of the time.

Full work to be completed in ____ calendar months (including monsoon)

Contractor

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Executive Engineer

**** NOTE:** - The quantity of the work to be done within a particular time to be specified shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the programme of detailed process laid down by the Executive Engineer.

The following proportion will usually be found suitable in $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ of the time Reasonable progress of earth work $\frac{1}{6}$, $\frac{1}{2}$, $\frac{3}{4}$ of the total value of the work to be done. Reasonable progress of masonry $\frac{1}{10}$, $\frac{4}{10}$, $\frac{8}{10}$ of the total value of the work to be done.

In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the **Addi. Chief Executive Officer** (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. **Additional Chief Executive Officer**, Z.P., Nashik should be the final authority in this respect, irrespective of the fact that tender is accepted by Chief Executive Officer / Additional Executive Officer/Executive Engineer or Assistant Engineer / Deputy Engineer.

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Action when whole of security deposit is forfeited.

Clause 3 :- In any case in which under any clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalment or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Executive Engineer, on behalf of the Governor of the Maharashtra, shall have power to adopt any of the following courses, as he may deem suited to the interest of the Government.

a) To rescind the contract (for which rescission notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.

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 and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same rates as if had been carried out by the Contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs 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) To order that the work of the contractor be measured unto 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 the contractor 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 rates as if it had been carried out by the contractor under the terms of this contract. The certificate incurred as aforesaid for or in 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.

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Executive Engineer

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the 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 of 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 Government under the contract otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that contractor shall have no claim against Government 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 clause (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any materials, or with a view to the execution of work or the performance of the contract.

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

Clause 4 :- If the progress of any particular portion of the work unsatisfactory, the Executive Engineer, shall notwithstanding, that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action and of 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.

Contractor remains liable to pay compensation if action not taken under clauses 3 & 4

Clause 5 :- In any case in which any of the powers conferred upon the Executive Engineer 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 a waving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause 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 Executive Engineer 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 plant, materials and stores in or upon the work of 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 Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may,

Power to take possession of or require removal of or sale contractor's plant

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 and plants, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of time

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 grounds he shall apply in writing to the Executive Engineer before expiration of the period stipulated in the tender or before the expiration of 30 days from the date of which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer, or in the opinion of Additional Chief Executive Officer, Zilla Parishad as the case may be if his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Final Certificate

Clause 7 :- On the completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge, the said measurements being binding and conclusive against contractor. If

the contractor shall fail to comply with requirements of this clause as to the removal of scaffolding surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials as aforesaid except for any sum actually realised by the sale thereof.

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Executive Engineer

Payment on
intermediate
certificate to be
regarded as advances

Clause 8:- No payment shall be made for any work estimated to cost less than rupees one thousand till after the whole work shall have been completed and a certificate of completion given, But in the case of work 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 approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by

way of advance against the final payments only and not as payment for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed or rejected not shall any such payment be considered as an admission of the due performance of the contractor or any part thereof if any respect or the occurring of any claim nor shall it conclude, determine or affect in any other way, the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect 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 the parties.

Contractor

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Executive Engineer

Payment at reduced rates on account of items of work not accepted as so completed to be at the discretion of the Engineer-in-charge.

Clause 9:- The rates for several items of work estimated to cost more than Rs. 1000 agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specification. In cases, where the items of work are not accepted as so completed by the Engineer-in-charge, he 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.

Bills to be submitted monthly.

Clause 10 :- A bill shall be submitted by the Contractor in each month 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, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill 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 countersignature to the measurements list shall be sufficient warrant, and Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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Executive Engineer

Bills to be on printed forms.

Clause 11 :- The contractor shall submit all bills on the printed forms to 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.

Stores Supplied by
Government.

Clause 12 :- If the specification or estimate of the work provides for the use of any special description of material to be supplied from the stores of the Public Works Dept. store 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 purpose of the contract only, and the 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 Government and shall on no account be removed from site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition shall be returned to the Public Works Departmental 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 materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Contractor

No. of Corrections

Executive Engineer

Clause 12 (a) :- All stores of controlled materials such as cement, steel etc. to be supplied by Government to the contractor should be kept by the contractor under lock and key and will be accessible for inspection by the Executive Engineer or his agent at all times.

Works to be executed in accordance with specifications drawings orders etc.

Clause 13 :- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractors 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 receive three sets of contract drawings 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 required by him, shall be supplied at the rate of Rs. 1000/- per set contract drawings and Rs. 200/- per working drawing except where otherwise specified.

Contractor

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Executive Engineer

Alteration in specifications and designs not to invalidate contract.

Clause 14 :- The Engineer-in-charge shall have power to make any alteration in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or 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 alteration 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 main work, and if the 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 or at the rates mutually agreed upon between the Engineer-in-charge and contractor, whichever are lower. If the additional or altered work for which no rate is entered in the schedule of rates of Division is ordered to be carried 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 to 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 work or incur any expenditure in regard thereto before the rates shall have been determined as lastly here in before mentioned, then in such case he shall only

Contractor**No. of Corrections****Executive Engineer**

be entitled to be paid in respect of the work carried out or expenditure incurred by in 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 dispute, the decision of the Additional Chief Executive Officer, Zilla Parishad of the circle will be final. 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.

Extension of time in consequence of addition or alterations.

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.

No claim to any payment or compensation for alteration in or restriction of work.

Clause 15 (1) :- If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason what-so-ever (other than default on the part of the contractor for which the Government is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out 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 part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damager injury to the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which 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 aforesaid, on account of any suspension stoppage or curtailment except to the extent specified hereinafter.

(2) Where the total suspension of the work ordered as aforesaid continued for a continuous period exceeding 90 days, the constrictor 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 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of the 90 days, of such intention and requiring the Engineer to record the final measurement 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 obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurements 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 matter prejudice the right of the contractor to any further compensation under the remaining provision of this clause.

(3) Where the Engineer required the contractor to suspend the work for a period in a 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 resumption of work after such suspension for payment of compensations to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of 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 or such suspension or in respect or any suspension whatsoever occasioned unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

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

(4) In the event of

(I) Any total stoppage of work on notice from Engineer under Sub clause (1) in that behalf.

(ii) Withdrawal by the contractor from the contractual obligations complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 90 days.

OR

(iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs or instructions under clause (14) 1 where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25 percent at the rates for the item specified in the tender is more than Rs. 5000.

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(1) 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 require the Government to take over on payment of such material at the rates determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The government shall their after take over the material so offered, provided quantities offered are not in excess of the requirement of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer.

Contractor

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Executive Engineer

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

Clause 15 A :- The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule A where such delay caused by (I) Difficulties relating to the supply of railway wagons, (ii) Force major, (iii) Act of God, (iv) Act of enemies of the State or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the work as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the Contractor.

Extension of time in
consequence of
addition or
alterations.

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

Action and compensation payable in case of bad work.

Clause 17 :- If at any time before the security deposit or any part 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 unskilful 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 of a quality 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 many have been inadvertently passed, certified and paid for, the contractor shall be bound

Contractor

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Executive Engineer

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 so specified and provided other proper and suitable 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 every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove,

P.W.D. Resolution No.
CAT-1087/ CR-94/
Bldg.-2 Dated 14.6.89

And replace the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fixed therefore.

Work to be open to
inspection.

Clause 18 :- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Zilla Parishad Authorities, 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 Engineer-in-charge and his subordinate to visit the work shall have been given to the contractor, either himself

Contractor or
responsible agent to
be present

Contractor

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Executive Engineer

Notice to be given before work is covered up.

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 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 consent obtained the same shall be uncovered at the contractor's expenses, and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable for damage done and for imperfections.

Clause 20 :- If during the period of **24 months** from the date of completion as certified by the Engineer-in-charge pursuant to Clause - 7 of the contract or **24 months** after commissioning the work, whichever is later in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, 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 portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to

Contractor

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Executive Engineer

commence execution of the said rectification work within the period prescribed therefore in the said notice and/or complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at cost of the contractor. The contractor shall forthwith on demand pay to the Govt. the

Amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer 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 on demand as aforesaid without prejudice to any other rights and remedies of Government; the same may be recovered from the contractor as arrears of land revenue. The Government shall also be

Entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposits retained by Government. The defect liabilities period in particular for water proofing treatment (Building works) shall be 7 years.

Contractor

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Executive Engineer

Contractor to supply
plant, ladder,
scaffolding etc.

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 P.W.D. stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, and whether included in the specifications or

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

other documents forming part of the contract or 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 which under these conditions he is entitled to be satisfied or which he is entitled to be required together with the carriage therefore to and from the work. 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 failing which the same may be provided by the Engineer-in-charge at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof or of 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 defence of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost 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 contractor's possession and which they propose to use on the works should be submitted along with the tender.

Clause 21A :- The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections therewith.

- a) Suitable scaffolds shall be provided for workmen for all works that can not be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down or substantially altered except.
- l) 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 therewith and ladders shall.
 - l) 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 shall be evenly distributed.
- f) Before installing lifting gear on scaffolds, special precautions shall be taken to ensure the strength and stability of the scaffold.
- g) Scaffold shall be periodically inspected by the 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 here-in-specified.
- l) Working platform, gangways stairways shall.
 - I) Be so constructed that no part thereof can sag unduly or unequally.
 - ii) 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
 - iii) Be kept free from any unnecessary obstruction.

- j) In the case of working platform, gangway, working places and stairways at a height exceeding 2 meters. (to be specified)
- l) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - ii) Every working platform and gangway shall have adequate width and
 - iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- k) Every opening in the floor of a building or in working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.
- l) When persons are employed on a roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken to prevent the fall of persons or materials. (To be prescribed.)
- 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(s) will have to make payments to the labourers as per Minimum Wages Act.

Clause 21 B :- The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him.

Contractor

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Executive Engineer

- a) Hoisting Machine and tackle, including their attachments, anchorages and supports shall.
- l) Be of good mechanical construction, sound material and adequate strength and free from patent defect.

And

- ii) Be kept in good repair 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 machine and tackle 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 Government.
- d) Every chain, ring, hook, shackle, swivel and pulley block used, in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliances operator shall be properly qualified.
- f) No person who is below the age of 21 years shall be in control of any hosting machine, including any scaffold which, or give signals to the operator.
- g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hosting machine and of every chain, ring, hook, shackle, swivel pulley block used in hosting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.

- h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- l) In the 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 of 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 winding and other dangerous part of hoisting appliances shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce in minimum the risk of the accidental descent of the load.
- m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Measure for
prevention of fire.

Clause 22 :- The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut or drag trees brushwood, grass etc. By fire, the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

Contractor

No. of Corrections

Executive Engineer

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

Clause 23 :- Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by spreading of fire mentioned in 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 Additional CEO 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 damages in the manner prescribed in the clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to contractor

Under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons 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 consequences.

Employment Female Labour

Clause 24 :- The employment of female labourers on works in neighbourhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labourers with the nearest Employment Exchange.

Work of Sunday

Clause 25 :- No Work shall be done on a Sunday without the sanction in writing of the Engineer-in-Charge.

Work not sublet

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

Contractor

No. of Corrections

Executive Engineer

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.

commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so or if bribe, gratuity, gift loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same Consequences shall ensure as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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 Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Changes in the constitution of firm to be notified.

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.

Contractor

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Executive Engineer

Direction and control of the Additional Chief Executive Officer, Zilla Parishad.

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 **Additional Chief Executive Officer, Zilla Parishad** of the Circle, for the time being, who shall be entitled to direct, at what point or points and in what manner they are to be commenced, and from time to time carried on.

Direction and control of the Additional Chief Executive Officer, Zilla Parishad.

Clause 30 :- 1) Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in force, the decision of the Additional Chief Executive Officer, Zilla Parishad of the circle, for the time being shall be final, conclusive, and binding on all parties of the contract upon all question relating to the meaning of the specification, design, drawing, & instructions, hereinbefore mentioned and as to the quality or workmanship, or material used on the work, 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 same whether arising, during the progress of the work, or after the completion or abandonment thereof.

30.2 The Contractor may within thirty days of receipt by him of any order passed by the Additional Chief Executive Officer, Zilla Parishad concerned with the contract, work project provided that

- a) The accepted value of the Contract exceeds Rs. 10 Lacks (Rs. Ten Lacks)
- b) Amount of claim is not less than Rs. 1.00 Lack (Rupees One Lack)

30.3 If the contractor is not satisfied with the order passed by the Chief Executive Officer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Public Works Department / Rural Development / Irrigation Department who if convinced that prima facie the contractor's claim rejected by Additional Chief Executive Officer/ Chief Executive Officer is to frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decision. (Vide PW Circle, No. CAT-1086-CR-110/Bldg-2, dt. 7.5.86)

Stores of European or American manufacture to be obtained from the Government.

Clause 31 :- The contractor shall obtain from the Departmental stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefore or in connection therewith unless he has obtained permission in writing from, the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the

Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule, in Form A attached to the contract, and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump sums in
Estimates

Clause 32 :- When the estimate on which a tender is made includes lump sums in respect of part 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 work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may as his discretion pay the lump sum amount entered in the estimate and 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 provision of this clause.

Actions where no
specifications.

Clause 33 :- In the case of any class of work of which there is no such specification as is mentioned in rule 1 of form B-1, such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with all instructions and requirement of the Engineer-in-charge.

Definition of work.

Clause 34 :- The expression "works" where used in these conditions, shall unless there be something in the subject or context repugnant to such constructions, be construed, 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.

Contractor's % age
whether applied to net
or gross amount of
bill.

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

No. of Corrections

Executive Engineer

Payment of quarry fees and royalties.

Clause 36 :- All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any shall be paid by contractor.

Compensation under workmen's Compensation Act.

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 Government as principal under sub-section (1) of Section 12 of the said act on behalf of the Contractor, it shall be recoverable by the Government from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

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

Clause 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 shall comply with the following regulations in connection therewith.

- a) The workers shall be required to use the equipments so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk of drawing 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.

(Govt. Circular No.
PWD IID. CAT-6076 /
3336 / (400) / Bldg.
2, Dated 16.8.1985

Clause 38 :- 1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items so long as, subject of 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 by more than 25 percent 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 Rs. 5,000/-

Contractor

No. of Corrections

Executive Engineer

Payment of quarry
fees and royalties

2) The Contractor shall if ordered in writing by the Engineer to do so, also carry out any quantities in excess of the limit mentioned above in sub clause (I) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (I) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) 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 bears to the estimated cost of the works as based upon the current schedule of rates applicable for the year at the time of finalization of Agency (For the purpose of operation of this clause, this cost shall be worked out from the DSR prevailing at the time of acceptance of tender for 2009-10)

Rs. _____

(Rs _____).

3) 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 percent at the rate of the item specified in the tender is more than Rs. 5,000/- (The clause is not applicable to extra items)

4) This clause is not applicable to extra items.

(3) There is no change in the rate if the excess is more than 25% of the tendered quantity, but the value of the excess work at the Tendered rates does not exceed

Rs. 5,000/-

(4) The quantities to be paid at tendered rate shall include :-

a) Tendered quantity plus

- b) 25% excess of the Tendered quantity or the excess quantity of the value of Rs. 5,000/- at the Tendered rates whichever is more.

Employment of famine labour etc.

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.

Claim for compensation for delay in starting the work.

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 according to sanction of estimates.

Claim for compensation for delay in execution of 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, excavation in mud, sub soil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work.

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

Minimum age of person Employed the employment of donkeys and/or other animals and the payment of fair wages.

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. (Newar)

- iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- iv) The Engineer-in-charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.
- v) The contractor shall pay fair and responsible wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Government at the sanctioned tender rates.
- vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- vii) Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

Method of Payment

Clause 44 :- Payment to contractors shall be made by cheque drawn on any treasury within the division convenient to them provided the amount exceeds Rs. 10 Amounts not exceeding Rs. 10 will be paid in cash.

Clause 45 :- Any contractor who does not accept these conditions shall not be allowed to tender for works.

Acceptance of conditions compulsory before tendering for work
Employment of scarcity labour.

Clause 46 :- If Government declares a state of scarcity or famine to exist in any village situated within 10 miles 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, or be any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum 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 Executive Engineer whose decision shall be final and binding on the contractor.

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Clause 47 :- The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Govt. or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under the provisions of Hoarding and Profiteering Prevention Ordinance, 1948 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mentioned 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.

Maharashtra Act. XIX or 985, Clause regarding Turnover tax vide P.W.D. circular No. BDG-2005 / PK-324 / BLDG - 2, dated 03/03/2006.

Clause 47 (A) :- The tendered rates shall be inclusive of all taxes, rates and cesses.

Clause 48 :- The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of the liveable tax in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Rule 58 of Maharashtra Value Added Tax Act 2005, for the purpose of levy of Tax.

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Clause 49 :- In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

PWD Government
Resolution No. CAT-
1097/CR-478 Bldg.
/2/ Mantalaya /
Dated 23 March
1998.

Clause 50 :- The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available Labourers and shall give preference enrolled under Maharashtra Government and Self Employment Departments Scheme. Provided, however, that if the required unskilled labour are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in-charge of the said work, obtained the rest of requirements of unskilled the labour from outside the above scheme.

Clause 51 :- Wages to be paid to the skilled and unskilled labourers engaged by the contractor.

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

- 1) The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the **Addi.Chief Executive Officer**, may in his discretion may cancel the contract. The contractor shall also be liable, for any pecuniary liability arising out on account of any violation by him of the provision of the Act.

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

Government Circular
No. CAT 1274 /
40364 / Desk-2
Mantralaya Mumbai,
400 032 dated
7.12.1976.

Clause 52 :- All accounts whatsoever which the contractor is liable to pay to the Government in connection with execution of the work including the amount payable in respect of (I) materials / and or stores supplied / issued hereunder by the Government to contractor (ii) hire charges in respect of heavy plant, machinery and equipment given or hire by the Government to the contractor for execution by him of the work and/or which advances have been given by the Government to the contractor shall be deemed to be arrears of the Land Revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of Land Revenue.

Government Circular
No. CAT 1284 / (120)
Building-2
Mantralaya Mumbai,
400 032 dated
14.8.85.

Clause 53 :- The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and abolition) Rules, 1971 as amended from time to time and all other relevant statues and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the Work. In particular the 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 neglects to pay wages at the said rates or makes short payments and the Government makes such payment of wages in full or part thereof less paid by the Contractor as the case may be, the amount so paid by the Government to such workers shall be deemed to be arrears of Land Revenue and the Government shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Government to the contractor hereunder or from any other amount/s payable to him by the Government.

Clause 54 :- (Government of Maharashtra P.W.D. Resolution NO. CAT / 1086 / CR-243 / K / Bldg. 32, Dt. 11.8.1987.

**CONDITIONS FOR MALARIA
ERADICATION ANTI MALARIA AND
OTHER HEALTH MEASURES**

- a) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filaria) of Health Services, Pune.

- b) The contractor shall see that mosquitozenic conditions are not created so as keep vector population to minimum level.
- c) The 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 (Malaria and Filaria) of Health Services, Pune.
- d) In case of default in caring out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Government the amount spent by the Government on anti-malaria measures to control the situation in addition to fine.
- e) **RELATION WITH PUBLIC AUTHORITIES THE** Contractor shall make sufficient arrangements for draining away the sewerage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are liable on him without any extra cost to Government. (Government of Maharashtra P.W.D. Resolution No. CAT / 1086 / CR - 243 / D / Bldg. 32, Dt. 11.9.1987)

ADDITIONAL CONDITIONS

a) **Conditions relating to Insurance of the Contract work**

The Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's at) risk Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract and Compulsorily form the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, First Floor, Opposite Kalanagar, Bandra (East), Mumbai – 400 051." (Telephone Nos. 022-26590403 / 26590680 and Fax No. is 022-26592461 / 26590403) Similarly all workmen's appointed to complete the contract work are required to be insured under workmen's compensation Insurance Policy. Insurance Policy / Policies taken out from any other company will not be accepted. If any Contractor has affected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of Insurance among the order insurance.

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b) **Building & other construction workers welfare cess**

One Percent of the contract amount will be recovered from contractor towards Building & other construction works welfare cess as per the Building **& other construction workers welfare Act 1996 @ one percent of value of work done in each bill.**

c) **Royalty**

Contractor should submit Royalty Clearance Certificate obtained from concerned Revenue Authority along with each bill. If the certificate from Revenue Authority is not submitted, amount of Royalty will be recovered from contractor's bill in hand.

d) **Additional Condition About availability of funds**

The budget provision for this work is less at present. The payment of bills will be made as per the availability of funds. No claims will be entertained for delayed payments.

If situation arises, the work will be stopped at safe stage and will be withdrawn under clause – 15 for which no compensations will be allowed.

e) **Quarries**

No Government quarries are available. It will be responsibility or contractor. He must be preserving the forest conservation Act. 1980. He is fully responsible for the violation of the forest Act of 1980. The rates shown in Schedule B will be deemed to have included all leads, lifts, royalties, octroi, sales tax etc. If material is to be obtained from private sources the permission should be obtained from owner and the competent authority of Department in writing only. And that contractor will not be able to claim any extra cost for this. No extra leads, lifts are entitled or claimed. Any extra cost regarding this should be borne by the contractor.

SCHEDULE – A

Schedule showing (approximately) the materials to be supplied from the Departmental stores for the work contracted and ancillary works to be executed and the rates at which they are to be charged for.

Particulars	Quantity	Unit	Rate at which the Recovery will be charged to the Contractor		Place of Delivery
			In Figures	In Words	
		_____NIL	_____		

NOTES:

1. The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer in charge on issue of the form prior to the submission of the tender.

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DETAILED TENDER NOTICE

Office of the District Water Conservation Officer,
Zilla Parishad (MI) Division Nashik

NOTICE INVITING E-TENDER NO _____ in Zilha Parishad Nashik 2022-2023

Name of Work : _____

1.1 Online Percentage Rate tenders in B-1 form on Department design are invited for the following work, from Register _____
_____ Category with Zilla Parishad will be received online up to **.00** hours on / /2022 Blank tender and other information can be downloaded from website <http://mahatenders.gov.in>

1. Name of Work : _____

2. Cost of each tender Form :

3. Estimated Cost of work :

(Amount Put to Tender)

4 Time Allowed for Work : 6 Calendar months (Including Manson)

5 Defect liability Period : 12 months from the date of actual completion of work

5A **While Quoting the bid, Contractor shall take into consideration the effect of G.S.T. as applicable from 01/07/2017**

6 Class of Contractor :

7 Earnest Money : Rs. _____

8 Initial Security Deposit %: Rs. _____

And further Security Deposit:
to be deducted from bills 5% Rs. _____

9. Last date and time upto which:
Blank tender forms can be seen
and downloaded from site

10. Date and time of Submission :
of tender (on line) !

11. Probable date and time :

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of opening of tender

12. Validity period : 90 days from date of opening of Financial Bid.
- 13 The offer of the Contractor shall remain valid for a minimum period of 90 days from the date fixed for opening of Financial Bid and thereafter until it is withdrawn by the contractor.
14. The tender notice shall form a part of the contract agreement.
- 15 The complete bidding process will be online (E-tendering)**
- 16 Bids MUST be accompanied with.**
a. Scanned copies of UTR for Tender Fee and EMD Fee
- 17 Bid shall be treated as 'invalid' if scanned copies as mentioned in (16) above are not submitted online along the bid and/or original physical D.D. is not submitted as per (17) above**
- 18 Technical Bids will be opened online on / /20 at 17.00 hours on website " [http:// mahatenders. gov.in](http://mahatenders.gov.in) " in the office of the "District Water Conservation Officer, Zilla Parishad (MI) Division**
- 20 Time and Date of opening of financial bids will be informed by email to responsive bidder**
- 21 The guidelines to download the tender document and online submission of bids and procedure of tender opening can be downloaded from website <http://mahatenders.gov.in>**
22. The tenders are invited on the Department design only.
23. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations / amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

24. In case of B-1 Tender, the tenderer shall enter in the blank space on **BOQ document** the percentage in figures and choose the appropriate word less / Excess as necessary.
- 26 Right is reserved to reject any or all tenders without assigning any reason thereof by the tender accepting Authority . The acceptance of the tender lies with the **District Water Conservation Officer, Zilla Parishad (MI) Division**
- 27 Any Corrigendum if required will be published only on <http://mahatenders.gov.in>
- 28 Examination of drawing and site conditions- The tenders shall in his own interest carefully examine the drawing conditions of contract specifications etc. He shall also inspect the site and shall acquaint himself about the climate, physical and all other conditions prevailing at site, the nature, magnitude, special features, practicability of the works, all existing and required means of communications and access to site, availability of housing and other facilities, the availability of labour and material, labour camp site, stores and godowns etc.He shall obtain all necessary information as to the risks, contingencies and other circumstances which may effect and influence the tender. No claims on any of the above or any factors will be entertained by the Government, should there be any discrepancy, doubt or obscurity as to the meaning of any of the tender documents, or as to the instructions to be observed by him. He shall set forth in writing such discrepancy or doubt of obscurity and submit the same to the Executive Engineer.
- 29 Joint venture is not allowed.
29. Tenders which do not fulfil all or any conditions or are incomplete in any respect are liable to summary rejection.

GENERAL

- a) **Time Limit:** - The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned

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from the date of written order of commencing the work and shall be inclusive of monsoon period.

- b) **Tender Rate:** - No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as application to all leads and lifts.
- c) **Tender Unites;** - The tenderers should particularly note the unit mentioned in the Schedule 'B' on which the rates are based. No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one which is lower of the two.
- d) The Income Tax @ 2% or percentage or as in force time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

2.0 EARNEST MONEY:

- 2.1 Earnest Money of Rs. ----- /- (Rs.----- only) along with the tender should be in the form of Fixed Deposit Receipt / Demand Draft issued by Nationalised / Scheduled Bank in favour of District Water Conservation Officer, Zilla Parishad (MI) Division payable at Nashik. **Any other form like cash or cheque or challan will not be accepted.**
- 2.2 Valid earnest money exemption certificate issued by zilla Parishad Nashik will be accepted in lieu of earnest money deposit. The tenderes who are exempted from payment of

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earnest money deposit should attach attested copy of certificate from Zilla Parishad / Rural Development Department Government of Maharashtra regarding exemption from the payment of earnest money.

- 2.3 Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected. Earnest money in any other form of case or cheque will not be accepted.
- 2.4 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.

In case of the successful tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money will be forfeited.

- 2.5 Earnest money of the un-successful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.

3.0 TENDERING PROCEDURE;

3.1 DOWNLOADING BLANK TENDER FORMS

Blank tender forms can be down loaded from website <http://mahatenders.gov.in>”

3.2 Manner of submission of tender and its accompaniments:

Tender shall be submitted ON LINE in two packets as technical bid and Financial bid,

3.2.1 Technical bid (Documents):-

The first packet (Technical bid) shall contain the following documents. Tender submitted without any of the following documents as mentioned in packet 1 of the online tender would be considered as invalid.

- a) Scanned copy of Demand Draft on Nationalised / Scheduled Bank for the amount of earnest money or certificate or exemption for payment of earnest money and Blank tender downloading fee if applicable. (True copy thereof duly attested by a Gazetted Officer)
- b) Certificate as a Registered Contractor with the Government of Maharashtra in Rural Development Department in appropriate class as may be applicable (True copy thereof duly attested by a Gazetted Officer).
- c) Value added Tax Registration Certificate under Rules of Maharashtra Value added Tax Act. 2005.
- d) Proof of Appointment of employees including technical personnel by way of valid profession tax registration certificate in form PTR/ under section (l) of section 5 of Maharashtra Sales Tax on Profession Trade, Callings, and Employment Act 1975, Rule 3 (2) from the professional Tax Officer of the concerned district in Maharashtra. The Professional Tax Clearance Certificate with all lists of employees duly attached by Professional Tax office shall

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be enclosed. (True Copy duly attested by Gazetted Officer) The contractor(s) shall not be allowed to tender, if they fail to produce this certificate.

- e) Details of the other works tendered for and in hand with the value of the work un finished on the last date of submission of tender (in statement No. 1) The certificate from the Head of the offices under whom the works are in progress should be enclosed.
- f) A list of modern Machinery and plants immediately available with the tenderer for use on this work and list of modern machinery proposed to be utilised on this work, but not immediately available and the manner in which it is proposed to be procured (in statement No.2) given on page attached herewith.
- g) Details of works of similar type and magnitude carried out by the Contractor (In statement No.3).
- h) Details of works carried out in the interior, Backward and Hilly area during the preceding years (in statement No.4) (if applicable).
- l) Details of technical personnel on the rolls of tenderer. (In statement No.5)
- j) Attested copy of registered partnership deed if the tenderer is a partnership firm and power of Attorney.
- k) Common set of Deviations, if any, issued by the department after prebid conference.

3.2.2 (Financial Bid)

The second packet (financial bid) shall contain only the **BOQ**.

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The Contractor will have to sign the original copy of the tender papers and the drawing according to which the work is to be carried out. He shall also have to give a declaration to the effect that he has quoted his rates with the consideration to all these factors.

The tenderer should quote his offer on Scheduled 'B' / BOQ of the tender as percentage of estimated rates at the appropriate place of tender documents, to be submitted only in financial bid. He should not quote for the work as per details given in the main tender. This tender shall be unconditional.

Even though the tenderers meet the above requirement they are subject to be disqualified if they have made misleading or false representations in the forms statements and attachments submitted in proof of the qualifications requirements. AND / OR Record of proof performance such as undoing the works, not properly completing the contract, inordinate delay in completion of work litigation history or financial failures etc.

3.3 SUBMISSION OF TENDER;

Tenders shall be submitted online as per instructions given on website <http://mahatenders.gov.in>”

Tendere shall be submitted online in Packets 1 and 2 with uploading all the necessary documents and entering the percentage Less/Excess in BOQ ,

Bidder shall have to submit physically in original the demand draft for cost of tender forms and earnest money in the office of Executive Engineer (B&C) No. 3 on the date specified in the detail tender notice without which bid will be rejected.

3.4 OPENING OF TENDERS;

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On the date specified in the tender notice following procedure will be adopted for opening of the tender, online for more details see instructions on website <http://mahatenders.gov.in>”

First of all Technical bid of the tender will be opened to verify the contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the department, a note will be recorded accordingly by the tender opening authority and the said tenderers financial bid will not be considered for further action but the same will be rejected.

Financial bid:-

This Packet shall be opened after opening of Technical bid only if contents of Technical bid are found to be acceptable to the Department. The tendered rate Schedule 'B' or percentage above/ below the estimated rates shall then be read out.

3.5 ACCEPTANCE OF TENDER;

3.5.1 The acceptance of tender may be communicated to the Contractor by Auto generated email / email

3.5.2 The successful tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favour under provision of the Contractor Labour (Regulation and Abolition) Act, 1970 before starting the work On failure to do so, the acceptance of tender is liable to be withdrawn and earnest money forfeited.

3.5.3 The tender whose tender is accepted will have to give an undertaking in writing to the effect that he/they will pay the labours engaged on the work, the wages as per Minimum Wages

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Act, 1948, applied to the zone in which the work lies and act accordingly.

3.5.4 The contractor shall comply with the provisions of the payment of wages Act, 1936 m Minimum Wages Act, 1948, Employees' Liability Act, 1938, Workmen's Compensation Act, 1961. The Contract Labour (Regulation and Abolition) Act, 1979 and any modification thereof or any law relating thereto, and rules made there under from time to time.

3.5.5 The Contractor whose tender is accepted is required to note that no foreign exchange will be released by the Department.

3.5.6 The Contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The Contractor shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, and availability of labour and materials and that he has quoted his rates with the consideration to all these factors.

3.6 SECURITY DEPOSIT;

3.6.1 The successful tenderer shall have to pay 50% initial security deposit (2.5% of contract price) in cash or in form of National Saving Certificate or Term Deposit Receipt for the period of stipulated completion of work including actual work construction period pledged in favour of District Water Conservation Officer, Zilla Parishad (MI) Division and complete the contract documents failing which his earnest money will be forfeited to Government. The balance 50% security deposit will be recovered from the R.A.bills at 2.5% of the bill amount.

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3.6.2 All compensation or other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deduced from his Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

3.6.3 There shall be no liability on the Department to pay any interest on the Security Deposited by or recovered from the Contractor.

3.6.4 90% of the Security deposit shall be refunded after actual completion of work and completion of Audit by Local fund and A.G. office in accordance with the provision in clause 1 and 20 of the contract and remaining 10% security deposit will be refunded after defect liability period is over.

SD/-

District Water Conservation Officer,
Zilla Parishad (MI) Division

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STATEMENT NO. I

Statement of list of works in hand and works tendered for as on

Name of the Tenderer :

WORKS IN HAND

Sr. No.	Name of Work	Agreement No.	Tendered Amount	Date of Commencement	Stipulated Date of Completion	Value of work already done	Value of Balance Work	Probable date of completion	Remarks
1	2	3	4	5	6	7	8	9	10
				SIMPLE	FORM				

(B) WORKS TENDERED FOR

Sr. No.	Name of Work	Name and Address of Client	Tendered Amount	Time Limit	Probable Date with decision is expected	Other Revent Details if any
1	2	3	4	5	6	7
			SAMPLE	FORM		

NOTE: This is only a sample form: Details are to be furnished in this format in the form of typewritten statement which shall be enclosed in envelope 1. Duly signed.

Signature of Contractor

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STATEMENT NO. II

Details of Plant and Machinery Immediately available with the tenderer for the work.

Name of the Tenderer :

Sr. No.	Name of Equipment	No. of Units	Kind and make	Capacity	Age and condition	Present Location	Remarks
1	2	3	4	5	6	7	8
		Specimen	Form				

NOTE: This is only a sample form: Details are to be furnished in this format in the form of typewritten statement which shall be enclosed in envelope 1. Duly signed.

Signature of Contractor

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STATEMENT NO. III

Details of works of similar type and magnitude carried out by the contractor in last three years.

Name of the Tenderer :

Sr. No.	Name of Work	Name & Address of the Organisation for whom the work was done	Place and Country	Agreement No. & Date	Date of Commencement	Tendered Cost	Total Cost of work done	Date of Completion	Remarks (Principle Features in brief)
1	2	3	4	5	6	7	8	9	10
				SAMPLE	FORM				

NOTE: This is only a sample form: Details are to be furnished in this format in the form of typewritten statement which shall be enclosed in envelope 1. Duly signed.

Signature of Contractor

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FORM NO. IV

Details of works of similar type and magnitude carried out by the contractor in last three years.

Name of the Tenderer :

Sr. No.	Name of Work	Cost of work	Date of starting	Stipulated date of period of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7
			SPECIMEN	FORM		

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FORM NO. V

Statement showing technical personnel available with contractor which can be spared exclusively for this work.

Name of the Tendered :

Sr. No.	Name of Person	Qualification	Whether working in field or in office	Experience of execution of similar works	Period for which the person is working with the tenderer	Remarks
1	2	3	4	5	6	7

NOTE: This is only a sample form: Details are to be furnished in this format in the form of typewritten statement which shall be enclosed in envelope 1. Duly signed.

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