

GOVERNMENT OF MAHARASHTRA

PANCHAYAT SAMITI, SHIRALA, DIST-SANGLI.

Village Panchayat, AARLA.

TENDER DOCUMENT

CONSTRUCTING VILLAGE PANCHAYAT BUILDING AT
AARLA TAL SHIRALA DIST SANGLI

Year- 2026-27

**Sarpanch,
Village Panchayat, AARLA.,
Tal-Shirala, Dist-Sangli.**

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Name of work :- As Per Notice Inviting Tender

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महाराष्ट्र शासन
ग्रामविकास व जलसंधारण विभाग
ग्रामपंचायत आरळा ता.शिराळा जि.सांगली
ई-निविदा सूचना २०२६-२०२७ (NIT) क्रमांक ०१
टेंडर आय डी २०२६_SANGL_

सांगली जिल्हा परिषद सांगली कडील योग्य त्या वर्गातील नोंदणीकृत कंत्राटदाराकडून दोन लिफाफे पद्धतीने खालील कामाच्या ई-निविदा मागवीत आहे. ई-निविदा <http://www.mahatenders.gov.in> या संकेत स्थळावर भरता येतील.

| अ.क्र. | कामाचे नांव | अंदाजित रक्कम रुपये (Portion Cost) | जी एस टी | इस्तर + SQM | एकूण | बयाणा रक्कम रुपये | कोऱ्या निविदा संचाची किंमत रक्कम रुपये | काम पूर्ण करणेची मुदत | अधिकृत ठेकदार वर्ग |
|--------|-------------|---------------------------------------|----------|-------------|------|-------------------|--|-----------------------|--------------------|
|--------|-------------|---------------------------------------|----------|-------------|------|-------------------|--|-----------------------|--------------------|

मा. बाळासाहेब ठाकरे स्मृती ग्राम पंचायत इमारत बांधणे योजना

| | | | | | | | | | |
|---|---|---------|--------|--------------------|---------|-------|------|----------|---------------------------|
| १ | मौजे आरळा ता. शिराळा येथे नविन ग्राम पंचायत इमारत बांधकाम करणे. | २१०५२१८ | ३७८९३९ | १०५२६ + ५२६३ | २४९९९४६ | २१०५२ | १००० | १२ महिने | मजूर सहकारी संस्था वर्ग अ |
|---|---|---------|--------|--------------------|---------|-------|------|----------|---------------------------|

- १) उपरोक्त सर्व कामाबाबत निविदा अटी व शर्ती इ.बाबतचा सर्व तपशिल निविदा संचामध्ये नमूद केलेला असून निविदा संच ["http://www.mahatenders.gov.in"](http://www.mahatenders.gov.in) या संकेतस्थळावर दिनांक ०७/०५/२०२६ रोजी स. १०.०० वाजले पासून ते दिनांक २१/०५/२०२६ रोजी सां. १८.०० वाजेपर्यंत ई-निविदा पद्धतीने ऑनलाईन डाऊनलोड व उपलोड करता येईल करता येईल.
- २) उपरोक्त कामाची बयाणा व निविदा संचाची किंमत ही ऑनलाईन पद्धतीने नेट बँकिंगद्वारे वेबसाईट वर दिलेल्या पेमेंट मार्गानेच करणे बंधनकारक आहे. तसेच पूर्णतः यशस्वी झालेली पेमेंट स्लीप स्कॅन करून तांत्रिक लखोट्यात अपलोड करण्यात यावी.
- ३) निविदेच्या अटी व शर्तीमध्ये बदल करणे, प्राप्त निविदेपैकी एक किंवा सर्व निविदा कोणतेही कारण न देता नाकारणेचा हक्क निम्न स्वाक्षरीत यांनी राखून ठेवला आहे. डांबरीकरण करावयाच्या कामासाठी वापरण्यात येणारे डांबर शासनाच्या अंगीकृत असलेल्या तेल रिफायनरीमधूनच खरेदी करून घ्यावे व खरेदी केलेल्या डांबराची मूळ चलने देयकासोबत जोडणे कंत्राटदारावर बंधनकारक आहे. डांबरीकरणाच्या कामांमध्ये कामांवर वापरण्याच्या डांबराचे तेल कंपन्याकडील मूळ चलन कंपनीकडे खातरजमा करणेसाठी पाठविण्यात येईल त्याची खातरजमे नंतरच कामांवर वापरण्यास परवानगी देण्यात येईल. खातरजमा न केलेले डांबर कामांवर वापरलेले आढळल्यास त्या कामाचे देयक अदा करण्यात येणार नाही.
- ४) सदर निविदे मधील प्लॅन्ट अशी नमूद केलेली कामे ही डांबरीकरणाची आहेत. तरी हॉटमिक्स प्लॅन्टसाठी लागणारी सर्व कागदपत्रे जोडणे अनिवार्य आहे.

- ५) सन २०१७-१८ च्या दरसुचीन्वये यांत्रिकी पद्धतीने बनविलेली खडी या साहित्यावर रॉयल्टी (स्वामित्वधन) आकारण्यात येणार नाही. तथापि दर पृथकरणामध्ये ती दिली गेली असल्यास ती वजा करूनच (घटीत दराने) देयक अदा केले जाईल.
- ६) महाराष्ट्र शासन ग्राम विकास विभागाकडील शासन निर्णय क्र.ग्रासयो-2020/प्र.क्र.70/बांधकाम 2 दिनांक 05 एप्रिल 2023 मधील क्र.4.2 अन्वये सुशिक्षित बेरोजगार अभियंता यांनी र.रु. 15/-लक्ष अंदाजपत्रकीय किंमतीच्या आतिल काम यशस्वीरित्या पूर्ण केल्यानंतर सदर अभियंता र.रु.50/- लक्ष किमती पर्यंतच काम करण्यास पात्र असेल. त्यासाठी सु.बे.अ. यांनी वर्ग 5 चे नोंदणी प्रमाणपत्र घेणे अनिवार्य आहे. तसेच यासाठी सदर अभियंत्याने र.रु.15/- लक्ष ते 50/- लक्ष पर्यंतचे काम भरतेवेळी कार्यकारी अभियंता (इवद) जि.प. सांगली यांचे र.रु. 15/- लक्ष पर्यंत काम यशस्वीरित्या पूर्ण केल्याचे काम पूर्णत्वाचा दाखला सोबत जोडणे अनिवार्य आहे. अन्यथा सदर बाबीची पूर्तता केली नसल्यास त्याना निविदा प्रक्रिया मधून अपात्र करण्यात येईल.
- ७) सन सन २०२२-२३, २०२३-२४ व २०२४-२०२५ मधील जि.प.सांगली कडील सर्व योजनांची कामे विहित मुदतीत किंवा वाढीव मुदतीत दिनांक ३१/०३/२०२५ अखेर भौतिकदृष्ट्या पूर्ण नसल्यास (योग्य कारणाशिवाय पूर्ण नसल्यास) सदर मक्तेदारास या निविदा सूचनामधील भरलेल्या निविदामधून अपात्र ठरविण्यात येईल. (उपरोक्त प्रमाणपत्र तांत्रिक लिफाफा क्र.०१ मध्ये अपलोड करणे अनिवार्य आहे.)
- ८) सुशिक्षित बेरोजगार अभियंता यांना जि.प.कडील नोंदणी प्रमाणपत्र ज्या नावाने दिलेले आहे त्या नावानेच निविदा भरणे अनिवार्य आहे. सुशिक्षित बेरोजगार अभियंता यांनी फर्म /बिल्डर्स या नावाने निविदा भरलेल्या आढळलेस अपात्र करणेत येईल.
- ९) तांत्रिक मंजूरी मधील सर्व अटी व शर्ती मक्तेदारास बंधनकारक असतील.
- १०) सार्वजनिक बांधकाम विभागाकडील नियम पुस्तिका मधील परिशिष्ट १४ (५) अन्वये तांत्रिक मनुष्यबळ असलेबाबतचा पुरावा अपलोड करणे अनिवार्य आहे. (मजूर सहकारी सोसायटी साठी अनिवार्य)

सही/-xxx

सही/-xxx

सचिव तथा ग्रामपंचायत अधिकारी

सरपंच

ग्रामपंचायत आरळा

ग्रामपंचायत आरळा

ता. शिराळा जि. सांगली

ता. शिराळा जि. सांगली

प्रमाणपत्र

(सदर प्रमाणपत्र तांत्रिक लिफाफा क्र.०१ मध्ये मक्तेदारांच्या/सोसायटीच्या स्वतःच्या लेटरपॅड वर अपलोड करणे आवश्यक आहे)

सदर निविदा सूचनामधील काम क्रं.----- हे मी भरलेले असून, यापूर्वी सन २०२२-२३, २०२३-२४ व २०२४-२०२५ मधील जि.प.सांगली कडील सर्व योजनांची कामे विहित मुदतीत किंवा वाढीव मुदतीत भौतिक किंवा आर्थिकदृष्ट्या पूर्ण केलेली आहेत.

सन २०२२-२३, २०२३-२४ व २०२४-२०२५ मधील काम माझेकडून दिनांक ३१/०३/२०२५ अखेर अपूर्ण असल्यास----- (समर्पक कारणासह योग्य त्या कागदपत्रासह स्पष्टता करावी)

वर नमूद केलेली माहिती जर का चुकीची अथवा अपूर्ण कामाबाबत कारण समर्थनिय नसल्यास सदर निविदेमधून अपात्र करण्यात येईल याची मला माहिती आहे. (उपरोक्त प्रमाणपत्र तांत्रिक लिफाफा क्रं. ०१ मध्ये अपलोड करणे अनिवार्य आहे.)

सही/-xxx

मक्तेदाराचे संपूर्ण नांव :-

पूर्ण पत्ता :-

भ्रमणध्वनी क्रमांक :-

नमुना करारपत्र / सत्यप्रतिज्ञा पत्र (र रु.५००/- च्या स्टॅम्प पेपरवर)

(Notarized / Affidavit)

मी ----- वयवर्ष/ ----- राहणार, ----- या सत्य प्रतिज्ञा लेखेद्वारे लिहून देतो की,
मी ----- या फर्मचा कंपनीचा प्रोप्रायटर असून मालक असून/ई निविदा क्र ----- मधील क्र -- चे कामाचे नाव ----- या कामासाठी निविदा सादर केली आहे. या निविदेच्या लिफाफा क्र १ मध्ये मी सादर, केलेली सर्वकागदपत्रे खरी .बरोबर व पूर्ण आहेत,त्यामध्ये कोणत्याही त्रुटी चुका नाहीत,याची मी खात्री केलेली आहे , असे शपथ पूर्वक खालील अटी व शर्तीसह मान्य करित आहे. या करारामध्ये निविदेसंदर्भात सादर केलेल्या/ कागदपत्रामध्ये काही चुकीची खोटी तसेच अपूर्ण माहिती, दिशाभूल करणारी ,आढळल्यास मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

१. जर कंत्राट कालावधी दरम्यान मी माझ्या कार्यालयाने किंवा कर्मचाऱ्यानी कार्यालयास कोणतीही खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यवहारात खोटी बनावट साहित्य खरेदीची कागदपत्रे सादर केली असल्यास /मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
२. जर कंत्राट कालावधी दरम्यान आणि काम समाप्ती नंतर अंतिम देयक देण्याच्या तारखेपर्यंत सादर केलेले , , बनावट किंवा फसवी आढळल्यास/कोणतेही खोटी मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
३. जर काम समाप्तीनंतर दोष दायित्व कालावधी दरम्यान किंवा त्यानंतर कोणत्याही वेळीकोणतेही माहिती किंवा , फसवी किंवा दिशाभूल करणारी आढळल्यास ,बनावट/कागदपत्रे खोटी मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन आणि माझी सांगली जिल्हा परिषदेकडे झालेली नोंदणी कायमची रद्द करण्यात येवून मला काळ्या यादीत टाकणेत येईल याची मला कल्पना आहे.

कंत्राटदाराची सही / शिक्का

स्वयं घोषणापत्र

(सदर प्रमाणपत्र तांत्रिक लिफाफा क्र.०१ मध्ये मक्तेदारांच्या/सोसायटीच्या स्वतःच्या लेटरपॅड वर अपलोड करणे आवश्यक आहे)

मी-----वय वर्षे -----राहणार या घोषणापत्राद्वारे लिहून देतो की, मी-----
-----मजूर सहकारी संस्था / सुशिक्षित बेरोजगार अभियंता /चेअरमन/सचिव/फर्मचा/ कंपनीचा मालक असून
नोटीस क्र -----मधील काम क्र कामाचे नाव -----या कामासाठी निविदा सादर
करीत आहे.सदर कामासाठी भरलेली माझी निविदा स्वीकृत झाल्यास सदर कामासाठी आवश्यक असणारी सर्व यंत्र
सामुग्री भाडे कराराने अथवा खरेदीने उपलब्ध करून सदरचे काम गुणवत्तेने व निविदेमधील कालमर्यादित पूर्ण करणेची
हमी मी या स्वयं घोषणापत्राद्वारे देत आहे.

सदरचे काम मी गुणवत्तेने व निविदेमधील कालमर्यादित पूर्ण केले नाही तर निविदेतील अटी व शर्तीनुसार शासकीय
कारवाईस पात्र राहीन. तसेच तर निविदेतील अटी व शर्तीचा आणि स्वयं घोषणापत्राचा भंग झाल्यास माझी नोंदणी
निलंबित अथवा रद्द होवू शकते याची मला जाणीव आहे.

माझा आधार क्र -----हा आहे.

कंत्राटदाराची सही / शिक्का

महाराष्ट्र शासन
ग्राम विकास व जलसंधारण विभाग
ग्रामपंचायत आरळा ता.शिराळा जि.सांगली
ई-निविदा सूचना २०२६-२०२७ (NIT) क्रमांक ०१
टेंडर आय डी २०२६_SANGL_

- १) सदर संपूर्ण निविदा प्रक्रिया ई-निविदाद्वारे ऑनलाईन पध्दतीने संगणकीय आज्ञावलीत होईल. सदर निविदे संदर्भातील निविदा नोटीस प्रसिध्दी, सूचना, शुध्दीपत्रके इत्यादीची माहिती <http://www.mahatenders.gov.in> या संकेतस्थळावर उपलब्ध आहे.
- २) वरील कामाचे निविदा प्रपत्रे <http://www.mahatenders.gov.in> या संकेतस्थळावर उपलब्ध करून देणेत आली आहेत. सदर निविदा प्रपत्रे, अटी, शर्ती इ दिनांक ०७/०५/२०२६ रोजी स. १०.०० वाजले पासून ते दिनांक २१/०५/२०२६ रोजी सां. १८.०० वाजेपर्यंत डाऊनलोड करता येतील.
- ३) वरील कामाच्या निविदा <http://www.mahatenders.gov.in> या संकेतस्थळावर दिनांक ०७/०५/२०२६ रोजी स. १०.०० वाजले पासून ते दिनांक २१/०५/२०२६ रोजी सां. १८.०० वाजेपर्यंत ऑनलाईन पध्दतीने सादर (अपलोड) करता येतील.
- ४) उपरोक्त कामाची बयाणा व निविदा संचाची किंमत ही ऑनलाईन पध्दतीने नेट बँकिंगद्वारे वेबसाईट वर दिलेल्या पेमेंट मार्गानेच करणे बंधनकारक आहे. तसेच पूर्णतः यशस्वी झालेली पेमेंट स्लीप तांत्रिक लखोटयात अपलोड करण्यात यावी.
- ५) संबंधित कंत्राटदाराने वरीलप्रमाणे तांत्रिक लिफाफा सोबत विहित नमुन्यातील प्रमाणपत्र अपलोड केल्यानंतर सदरील प्रमाणपत्राची मूळ प्रत कार्यालयास जमा करण्याची आवश्यकता असणार नाही.
- ६) कंत्राटदारांनी निविदा खालीलप्रमाणे दोन लिफाफा पध्दतीने (Two Envelope) निविदा सादर करणे आवश्यक आहे

अ)फी / पात्रता / तांत्रिक (लिफाफा क्रमांक ०१)

- १) निविदा डाऊनलोड (Download) करणेसाठी निविदा फी व बयाणा रक्कम नेट बँकिंग द्वारे भरणा केलेली ऑनलाईन प्रत.
- २) निविदा संच फी व १% इसारा (बयाणा) रक्कम लागू असल्यास ही सुशिक्षित बेरोजगार अभियंता यांनी स्वतः च्या बँक खातेमधून व खुला मत्केदाराने प्रोप्रा. असल्यास स्वतःच्या व फर्म असल्यास फर्मच्या बँक खात्यातून ऑनलाईन नेट बँकिंग द्वारे भरणा करणे बंधनकारक आहे व ती भरणा केल्याचे बँक स्टेटमेंट (बँकेचा खाते उतारा) स्कॅन करून लिफाफा नं.०१ मध्ये अपलोड करणे अनिवार्य आहे. सदर बाबीचे ज्या स्तरावर उल्लघन झाल्याचे निदर्शनास येईल त्या स्तरावर संबंधितांस विनाकारण बजावता अपात्र करणेत येईल.
- ३) जि.प.सांगलीकडे नोंदणी केलेल्या वैध नोंदणी प्रमाणपत्राची स्कॅन केलेली प्रत.
- ४) र.रु. ३.०० लक्ष चे आतील स्थानिक व र.रु. ३ लक्ष वरील किंमतीच्या ई-निविदा सोबत जोडलेली (अपलोड केलेली) सर्व कागदपत्रे खरी असल्याबाबत प्रतिज्ञापत्र ५००/- रुपयाच्या स्टॅम्प पेपरवर (करारपत्र/सत्यप्रतिज्ञा पत्र)करून लिफाफा क्र. १ मध्ये जोडणे कंत्राटदारास बंधनकारक असून निविदेसोबत अपलोड करणे अनिवार्य आहे. तसेच एका निविदा नोटीस मधील एक अथवा जादाकामासाठी एकच करारपत्र /सत्यप्रतिज्ञा पत्र सादर करणे आवश्यक आहे. (नोटीस किंवा प्रतिज्ञापत्र करणे बंधनकारक)

- ५) निविदा स्वीकृती पूर्वी निविदेसोबत जोडलेल्या कागदपत्रात ,कार्यारंभ आदेश स्तरावर व ते निर्गमित केल्यानंतर अथवा निविदा कालावधी दोषदायित्व कालावधीव पत्र व्यवहार यात व देयक अदा करताना कोणतेही कागदपत्रे खोटी आढळून आल्यास कंत्राटदार पूर्णपणेजबाबदार राहतील, निविदा छाननीकरणारे अधिकारी / कर्मचारी जबाबदार असणार नाहीत. त्यामुळे भा.द.वी.सं.अंतर्गत कंत्राटदाराविरुद्ध फौजदारी गुन्हा दाखल करण्याची कार्यवाही करण्यात येईल.
- ६) सन २०२२-२३, २०२३-२४ व २०२४-२०२५ मधील जि.प.सांगली कडील सर्व योजनांची कामे विहित मुदतीत किंवा वाढीव मुदतीत दिनांक ३१/०३/२०२५ अखेर भौतिकदृष्ट्या पूर्ण नसल्यास (योग्य कारणाशिवाय पूर्ण नसल्यास) सदर मक्तेदारास या निविदा सूचनामधील भरलेल्या निविदामधून अपात्र ठरविण्यात येईल. (उपरोक्त प्रमाणपत्र तांत्रिक लिफाफा क्र. ०१ मध्ये अपलोड करणे अनिवार्य आहे.)
- ७) महाराष्ट्र शासन , सार्वजनिक बांधकाम विभागाकडील शासन निर्णय क्र. सीएटी/२०१७/प्र.क्र०८/इमा-२/दिनांक २७/०९/२०१८ मधील परिच्छेद क्र. ५.५ नुसार निविदे मध्ये देणेत आलेले स्वयंघोषणापत्र स्वतःच्या लेटर पॅडवर/ सध्या कागदावर स्वसाक्षात्कीत केलेली पत्र अपलोड करणे अनिवार्य आहे.
- ८) A.Y.-२०२३-२४ चे प्राप्तीकर भरणा केल्याचे प्रमाणपत्र (सुबेअ व मजूर सहकारी सोसायटी यांच्यासाठी प्राप्तीकर नसल्यास पॅनकार्डची स्कॅन केलेली प्रत).
- ९) भागीदारी प्रमाणपत्राची स्कॅन केलेली प्रत अथवा नोटरी केलेले भागीदारी करारपत्र (भागीदारी असल्यास)
- १०) मक्तेदारांस देयके अदा करतांना GSTN असल्याशिवाय देयके अदा करता येणार नसल्याने निविदा भरणा-या सर्व मक्तेदाराकडे GSTN असणे आवश्यक आहे. निविदा भरण्याच्या दिनांकापूर्वी संबंधित विभागाकडे GSTN साठी साठी मागणी केली असल्यास संबंधित विभागाची पोहोच दर्शविणा-या पत्राची प्रत निविदेबरोबर जोडली (अपलोड) असल्यास सदर मक्तेदारांना पात्र केले जाईल. परंतु प्रथम देयकावेळी किंवा पहिले व अंतिम देयकावेळी GSTN नोंदणी प्रमाणपत्र उपलब्ध देयक अदा केले जाणार नाही. म्हणजेच GSTN असणा-या किंवा मागणी केलेल्या मक्तेदारांनाच पात्र करण्यात येईल.
- ११) मा.मुख्य कार्यकारी अधिकारी , जिल्हा परिषद सांगली यांचे कडील पत्र जा.क्र अति-मुकाअ/पी.ए/५६१/२०२० दिनांक २८/१२/२०२० व मा.अतिरिक्त मुख्य कार्यकारी अधिकारी , जिल्हा परिषद सांगली यांचे कडील पत्र जा.क्र अति-मुकाअ/पी.ए/५७८/२०२१ दिनांक ०९/०२/२०२१ नुसार मजूर सहकारी संस्थाकडील सर्व मजुरांची नोंदवहीची प्रत संस्थेचे अध्यक्ष व सचिव यांचे सही व शिक्काने (Self Attested) अपलोड करणे अनिवार्य आहे.
- १२) सार्वजनिक बांधकाम विभागाकडील नियम पुस्तिका मधील परिशिष्ट १४ (५) अन्वये तांत्रिक मनुष्यबळ असलेबाबतचा पुरावा अपलोड करणे अनिवार्य आहे. (मजूर सहकारी सोसायटी साठी अनिवार्य)
- १३) मजूर सहकारी संस्था यांनी मजुरांच्या खात्यामध्ये परिश्रमिक मूल्य/रोजंदारीची रक्कम जमा करणे आवश्यक आहे.
- १४) मजूर सहकारी संस्था यांनी महाराष्ट्र सहकारी संस्था नियम १९६१ अंतर्गत सर्व नियम व अटी यांचे पालन करणे आवश्यक आहे.
- १५) महाराष्ट्र शासन सार्वजनिक बांधकाम विभाग, शासन निर्णय क्र. सीएटी-२०२२/प्र.क्र.५०/इमा २ दिनांक ११/०५/२०२२ व १२/०५/२०२२ रोजीचा शासन निर्णयान्वये

- १) शासन निर्णय दि. २७/०९/२०१८ अन्वये परिच्छेद ५.५ मधील तरतूदीनुसार रु१५० कोटी रक्कमेच्या कामांसाठी तसेच सुशिक्षित बेरोजगार अभियंता यांच्या कामांसाठी Hot Mix Plant/Batch Mix Plant/ Machinery यांच्या मालकीबाबतची अट निविदेमध्ये समाविष्ट न करण्याबाबत सूचना देण्यात आलेल्या होत्या. तथापि आता रु.५० लक्षपर्यंतच्या रस्ते डांबरीकरण, पूल व इमारती कामांसाठी स्व:मालकीची अट निविदेमध्ये घालण्यात येवू नये.
- २) शासन निर्णय दि. २७/९/२०१८ अन्वये परिच्छेद क्र.२.९ मधील तरतूदीनुसार कंत्राटदाराची कमाल उलाढाल मागील ५ वर्षांसाठी नमूद केली आहे. तथापि कोविड महामारीमुळे उद्भवलेली विशिष्ट परिस्थिती विचारात घेवून कंत्राटदाराची उलाढाल मागील ५ वर्षांऐवजी ७ वर्षे विचारात घेण्यात यावी. तसेच शासन निर्णय दि. २७/९/२०१८ मधील परिच्छेद २.९ मध्ये नमूद कंत्राटदाराने केलेले तुल्यबळ किंमतीचे काम, देय कामाचे महत्त्वाचे परिणाम व Bid Capacity यासाठी ५ वर्षांऐवजी ७ वर्षे कालावधी विचारात घेण्यात यावा. सदर सवलत केवळ मार्च २०२३ अखेर लागू राहिल.
- ३) शासन परिपत्रक दि. १७/९/२०१९ अन्वये रु ३ लक्षपेक्षा जास्त किंमतीच्या सर्वच निविदांमध्ये Bid Capacity ची अट समाविष्ट करण्याच्या सूचना देण्यात आलेल्या आहेत. तसेच Bid Capacity परिगणित करतांना ((अXएनX२) बी) ऐवजी ((अXएनX१.५)-बी) प्रमाणे परिगणना करण्याच्या सूचना देण्यात आलेल्या आहेत. कोविड महामारीमुळे उद्भवलेली विशिष्ट परिस्थिती विचारात घेवून Bid Capacity परिगणित करतांना पुनश्च: {(अ) XएनX२) - बी) याप्रमाणे Bid Capacity परिगणित करण्यात येईल
- ४) शासन परिपत्रक दि. १७/९/२०१९ अन्वये रु. ३ लक्षपेक्षा जास्त किंमतीच्या सर्वच निविदांमध्ये Bid Capacity ची अट समाविष्ट करण्याच्या सूचना देण्यात आलेल्या आहेत. तथापि आता रु ५० लक्ष किंमतीच्या वरील सर्व कामांसाठी Bid Capacity ची अट लागू करावी. तथापि एकाच कंत्राटदाराने एका वित्तीय वर्षात तीन किंवा त्यापेक्षा जास्त काम घेतली असल्यास त्याच्यासाठी त्या वित्तीय वर्षात पुढील निविदांसाठी बीड कॅपीसीटीची शर्त लागू राहिल याबाब खातरजमा करण्यासाठी लिफाफा क्र.१ मध्ये चालू वित्तीय वर्षात हाती घेतलेल्या सर्व कामांची निविदा विषयक माहित सादर करणे कंत्राटदारास अनिवार्य आहे.

१६) — जागेची पडताळणी केले असले बाबतचा प्रा.प.दाखल्या

१७) अनावश्यक व कालबाह्य झालेली कागदपत्रे सादर केलेस संबंधित मक्तेदारास विना नोटीस अपात्र करणेत येईल.

ब) आर्थिक लिफाफा (लिफाफा क्रमांक ०२)

- १) कंत्राटदारांनी आपले दर विहित “BOQ” मध्ये योग्य त्या जागी करून सादरची “BOQ” लिफाफा क्रमांक ०२ मध्ये अपलोड करावी. प्रत्यक्ष वा अप्रत्यक्षरित्या निविदेचे दर इतर कोठेही नमूद करणेत येऊ नयेत.
- २) स्थायी समिती जि.प.सांगली कडील सभा दि.०२/११/२०१८ ठराव क्रं.२३१ अन्वये मक्ता मंजूरीनंतर १५ दिवसांत स्टॅम्प पेपर देवून व अनामत रक्कम भरून कार्यारंभ आदेश घेणे बंधनकारक आहे. तसे न केलेस एल-१ (निम्नस्तर) असून सुध्दा त्या मक्तेदारास त्या निविदेस हक्क राहणार नाही. सदर मक्तेदाराची ईएमडी जप्त करून त्याच मक्तेदारास वेळेचा अपव्यय करणे म्हणून नोंदणी तीन महिन्यासाठी निलंबित केले जाईल. तदंतर सादरचे काम तात्काळ व्दितीय (निम्नस्तर) मक्तेदार एल २ ला जर एल १ च्या दराने करणेस तयार असेल तर तात्काळ स्टॅम्प पेपर व अनामत रक्कम भरणेस तयार असेल तर त्यास देणेत येईल. अन्यथा सादर कामाची नव्याने ई-निविदा प्रक्रिया राबविणेत येईल.

३) मा.विभागीय आयुक्त पुणे विभाग पुणे यांचेकडील परिपत्रक क्रं.विकास/कार्यासन-५/कावि-११३९/२०१८ दिनांक ०५/०९/२०१८ अन्वये मत्तेदारांनी जर का मुदतीत काम पूर्ण न केल्यास सदर परिपत्रकात नमूद केलेप्रमाणे दंडाची आकारणी केली जाईल. (सोबत सदर परिपत्रकाची प्रत अपलोड केलेली आहे)

४) शासन निर्णय क्रं.सीएटी/२०१७/प्र.क्रं.०८/इमा-२ मंत्रालय मुंबई दिनांक २६/११/२०१८ अन्वये अतिरिक्त सुरक्षा ठेव रक्कम (Additional Performance Security Deposit) लिफाफा क्रं.२ मध्ये सादर करण्याबाबतच्या सूचना रद्द करण्यात येत असून लिफाफा क्र ०१ व लिफाफा क्र ०२ उघडल्यानंतर प्रथम निम्नतम देकार सादर करणाऱ्या L-१ निविदाकाराने (Additional Performance Security Deposit) आठ दिवसांच्या आत सरपंच / सचिव तथा ग्रामपंचायत अधिकारी, ग्रामपंचायत आरळा, ता. शिराळा, जि. सांगली कार्यालयात सादर करणे आवश्यक आहे. ही ८ दिवसांची मुदत कोणत्याही कारणास्तव शिथिलक्षम असणार नाही, त्यामुळे अशा प्रकरणी कार्योत्तर मंजूरीचे प्रस्ताव या कार्यालयाकडे व वरिष्ठ कार्यालयाकडे सादर करण्यात येवू नयेत. प्रथम न्यूनतम देकाराच्या (L१) निविदाकाराने वरील विहित मुदतीत (Additional Performance Security Deposit) चा भरणा केला नाही दितीय न्यमत्तम (L२) निविदाधारकास लेखी विचारणा करण्यात येईल व (L२) निविदाधारकास लेखी विचारणा करण्यात येईल व (L२) निविदाकार (L१) पेक्षा कमी दराने कामकरण्यास तयार असतील त्याची निविदा मंजूर करण्यात येईल.

अ) देकार १०% कमी दारापर्यंत असल्यास १% व

ब) देकार १५% कमी दारापर्यंत असल्यास -१०% कमी दारापर्यंतचा १% व $(१५\% - १०\%) = ५\% =$ असे एकूण $(१ + ५) = ६\%$

क) देकार १५% पेक्षा कमी दराचा असल्यास उर्वरित रक्कमेसाठी दोन पट्टीने रक्कम डी.डी. द्वारे सादर अनिवार्य राहिल. उदा. १९% कमी दाराकरिता खालीलप्रमाणे पृथःकरण :- १०% कमी दारापर्यंत १% व १५% कमी दारापर्यंत $(१५\% - १०\%) = ५\%$ तसेच $(१९\% - १५\%) = ४\%$ करिता $(४ \times २) = ८\%$ असे एकूण $(१ + ५ + ८) = १४\%$

बाब क्रं.४.६.५ अन्वये खालीलप्रमाणे कार्यवाही करण्याबाबत सूचना आहेत.

(अ) डी.डी. सरपंच, ग्रामपंचायत आरळा यांच्या नावे असावा.

(ब) डी.डी. सरकारी/शेडयुल्ड तसेच सार्वजनिक क्षेत्रातील बँकेचा असावा.

(ड) लिफाफा क्र ०१ व लिफाफा क्र ०२ उघडल्यानंतर प्रथम निम्नतम देकार सादर करणाऱ्या L-१ निविदाकाराने (Additional Performance Security Deposit) आठ दिवसांच्या आत सरपंच / सचिव तथा ग्रामपंचायत अधिकारी / ग्रामपंचायत अधिकारी, ग्रामपंचायत आरळा, ता. शिराळा, जि. सांगली कार्यालयात सादर करणे आवश्यक आहे. ही ८ दिवसांची मुदत कोणत्याही कारणास्तव शिथिलक्षम असणार नाही

(छ) वरील पध्दतीमध्ये खोटी कागदपत्रे / बँक प्रतिभूती हमी सादर करण्या-या कंत्राटदाराची अनामत रक्कम (EMD) जप्त करण्यात यावी व संबंधित कंत्राटदारांना काळ्या यादीत टाकणेत येईल. तसेच अशा काळ्या यादीत समाविष्ट केलेल्या कंत्राटदारांनी सादर केलेल्या निविदा उघडणेत येणार नाहीत.

उपरोक्त शासन निर्णयातील बाब क्रं.५.५ यंत्रसामुग्री बाबत खालीलप्रमाणे

१) यंत्रसामुग्रीसाठी स्वतःच्या मालकीच्या जागेची अट टाकण्यात येऊ नये.

२) कामांसाठी नवीन यंत्रसामुग्रीचे आयुर्मान १५ वर्षे गृहीत धरण्यात यावे.

३) पहिल्या १० वर्षाकरीता अधिक्षक अभियंता (यांत्रिकी) यांच्या योग्यता प्रमाणपत्राची आवश्यकता नाही.

- ४) १० वर्षांनंतर प्रतिवर्षी अधिक्षक अभियंता (यांत्रिकी) यांचे योग्यता प्रमाणपत्र आवश्यक राहिल.
- ५) र.र.१.५० कोटी रक्कमेच्या कामांसाठी तसेच सुशिक्षित बेरोजगार अभियंत्यांच्या कामांसाठी Hot Mix Plant/ Batch Mix Plant/ Machinery यांच्या मालकी हक्काबाबतची अट निविदेमध्ये समाविष्ट करण्यात येवू नये. यासाठी स्वसाक्षात्कृत भाडे प्रमाणपत्राची अट टाकण्यात येत आहे.
- ६) निम्नतम निविदाधारकांकडून प्राप्त धनाकर्ष वटविल्यानंतरच कार्यांरंभ आदेश देण्यात येईल.

क)निविदा सादर करणे.

- १) उपरोक्तप्रमाणे नमूद दोन लिफाफा पद्धतीने निविदा ऑनलाइन पद्धतीने अपलोड करून सादर करावी लागेल. निविदा सादर करण्याचा अंतिम दिनांक व वेळ बंधनकारक राहिल. कंत्राटदरांनी विहित वेळेपूर्वी त्यांची निविदा अपलोड करणेची दक्षता घ्यावी.
- २) कंत्राटदरांनी कामाचे नकाशे, निविदेतील अटी व शर्ती बाबनिहाय Specification कामाचे स्थळ मंजूर व साहित्याची उपलब्धता या सर्व बाबींचा अभ्यास करून निविदा सादर कराव्यात.
- ३) ऑनलाइन पद्धतीने सादर केलेला लिफाफा क्रं.०१ (तांत्रिक लिफाफा) दिनांक २३/०५/२०२६ रोजी सकाळी ११.०० वाजलेपासून <http://www.mahatenders.gov.in> या संकेतस्थळावर ग्रामपंचायत कार्यालय आरळा येथे उघडण्यात येईल. (शक्य झाल्यास)
- ४) लिफाफा क्रं.०१ मधील सर्व कागदपत्रांची छाननी करून सदरचे छाननीमध्ये पात्र ठरलेल्या कंत्राटदारांचा दाराच्या लिफाफा क्रं.०२ उघडण्यात येईल.
- ५) कंत्राटदरांनी सादर केलेली निविदा व निविदेतील दर, लिफाफा क्रं.०२ उघडल्यानंतर ९० दिवसा पर्यंत वैध राहतील.
- ६) मंजूर निविदाधारकाकडून कामाच्या करारनामा करतेवेळी ओपन मक्तेदार वर्ग साठी निविदा रक्कमेच्या १.५% इतकी रक्कम सुरक्षा ठेव व सुशिक्षित बेरोजगार अभियंता आणि मजूर सहकारी सोसायटी कंत्राटदार वर्गासाठी निविदा रक्कमेच्या २.५% इतकी रक्कम सुरक्षा ठेव म्हणून घेतली जाईल व उर्वरित २.५% अनामत रक्कम प्रथम धावते देयकातून कपात केली जाईल.
- ७) यशस्वी कंत्राटदाराने सुरक्षा अनामत रक्कम ७ (सात) दिवसात भरून विहित नमुन्यात करारनामा करून देणे बंधनकारक राहिल. कंत्राटदाराने विहित वेळेत करारनामा करून न दिल्यास सदरचे कंत्राटदाराचे बयाणा रक्कम जप्त करून कंत्राटदारास काळ्या यादीत टाकाणेत येईल.
- ८) निविदेबाबत कोणत्याही मार्गदर्शक सूचना, शुद्धीपत्रके अथवा इतर सर्व माहिती <http://www.mahatenders.gov.in> या संकेतस्थळावर उपलब्ध होईल. ती वेळोवेळी तपासणे व भरलेल्या निविदेमध्ये योग्य ते बदल करणे ही कंत्राटदाराची जबाबदारी आहे.
- ९) शासन परिपत्रक ग्राम विकास व जलसंधारण विभाग क्रं.पसस/१००१/प्र.क्र.४०/जल ३/दिनांक १९/१०/२००१ अन्वये मक्तेदाराकडून वसूल केलेली ५% इतकी अनामत रक्कम Defect Liability period साठी राखून ठेवणेत येईल.
- १०) निविदेतील सर्व वा कोणतेही अटी व शर्ती पूर्ण न करणाऱ्या कंत्राटदाराची निविदा वा अर्थवट सादर केलेल्या निविदा अपात्र समजल्या जातील.
- ११) कोणत्याही अटीवर (Conditional) आधारित निविदा स्विकारल्या जाणार नाहीत अथवा स्विकारल्या तरी मंजूर केल्या जाणार नाही.
- १२) निविदेबाबत शुद्धीपत्रक काढणेची गरज भासल्यास ते <http://www.mahatenders.gov.in> या संकेत स्थळावर उपलब्ध होईल.

- १३) ई-निविदेच्या अटी व शर्तीमध्ये बदल करणे, प्राप्त निविदेपैकी एक किंवा सर्व निविदा कोणतेही कारण न देता नाकारण्याचा हक्क निम्न स्वाक्षरीत यांनी राखून ठेवला आहे. तसेच एखाद्या कामाची निकट लक्ष्यात घेता निविदेतील त्या कामासाठी एखादी अट शिथिल करणेचा हक्क निम्न स्वाक्षरीत यांनी राखून ठेवला आहे.
- १४) संक्षिप्त निविदा सूचना व सविस्तर सूचना निविदा संचाचा एक भाग राहिल.
- १५) कोणत्याही बाबीसाठी काही तंटा निर्माण झाल्यास त्याबाबत न्यायालयात जाता येणार नाही.
- १६) अन्य जि.प.कडील नोंदणी केलेल्या सुशिक्षित बेरोजगार अभियंता / मजूर सहकारी सोसायटी यांना जि.प.सांगली अंतर्गत प्रसिद्ध केलेल्या निविदेमध्ये सहभाग घेता येणार नाही
- १७) निम्नस्तर (L१) निविदाधारकाने काम करण्यास नकास दिल्यास त्याची अनामत रक्कम जप्त करण्यात येईल. एखादा मक्तेदार निम्नस्तर निविदा भरून जर काम करणेस किंवा सुरक्षा ठेव भरणेस नकार देत असलेचे निदर्शनास आलेस, त्यांचेवर निविदा भरणेस प्रतिबंधाची कार्यवाही करणेत येईल. निम्नस्तर (L१) निविदा धारक काम करणेस तयार नसेल तर द्वितीय निम्नस्तर (L२) निविदा धारकास प्रथम निम्नस्तर (L१) दराने काम करणेस तयार असलेची विचारणा करून तयार असल्यास त्याला टी निविदा बहाल केली जाईल.
- १८) मक्तेदाराने मक्ता मंजूर व कार्यारंभ आदेश दिलेनंतर पंधरा दिवसामध्ये काम सुरु करणे बंधनकारक राहिल. तर पुढील पंधरा दिवसामध्ये कामाचा प्रगती अहवाल व छायाचित्र सादर करावे.उपरोक्त कालावधीत जर काम सुरु झाले नाही तर मक्तेदाराने विलंबाबाबत योग्य खुलासा सादर करणे बंधनकारक राहिल. खुलासा योग्य अथवा समाधानकारक नसलेस मक्तेदाराचा कार्यारंभ आदेश विना नोटीस रद्द केला जाईल तसेच अनामत रक्कम जप्त करून कंत्राटदारास काळ्या यादीत टाकाणेत येईल.
- १९) Contractor Shall submit a certificate to the effect that “All the Payments to the Labor/Staff are made in bank accounts of staff Linked to Unique Identification Number (AADHAR CARD)” The Certificate shall be submitted by the contractor within the 60days from the commencement of contract. If the time period of contract is less than 60 days then such certificate shall be submitted within 15 days from the date of commencement of contract.

सही/-xxx

सही/-xxx

सचिव तथा ग्रामपंचायत अधिकारी

सरपंच

ग्रामपंचायत आरळा

ग्रामपंचायत आरळा

ता. शिराळा जि. सांगली

ता. शिराळा जि. सांगली

DECLARATION OF THE CONTRACTOR
(To be submitted by contractor on contractors letter head in .pfd format)

Name of work: CONSTRUCTING VILLAGE PANCHAYAT BUILDING AT AARLA TAL SHIRALA DIST SANGLI

Tender Notice No: 01/2026-27

I/We hereby declare that

1. I/We are interested in the above named work in the tender notice.
2. I/We have submitted a bid for the said work.
3. I/We have made myself /ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have based my/our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I/We undertake to use only the best materials approved by Deputy Engineer, or his duly authorised assistant during execution of the work and to abide by the decisions.
4. I/We accept all the terms and conditions laid down in the tender document.
5. The rate quoted by me/us is unconditional, I/we understand that conditional tender is liable for rejection.

Signature
(Contractor)

STATEMENT No. I

Details of work tendered for and in hand as on the date of submission of this tender.

Name of the Tender :

| Sr. No. | Name of work | Place & country | Work in hand | | Anticipated date of completion 6 | Works tendered for | | | Remarks |
|---------|--------------|-----------------|---------------|------------------------|-------------------------------------|--------------------|-------------------------------------|--|---------|
| | | | Tendered Cost | Cost of remaining work | | Estimated Cost | Date when decision is expected 8 | Stipulated date or period of completion 9 | |
| 1 | 2 | 3 | 4 | 5 | | 7 | | | 10 |

Contractor

Sarpanch

STATEMENT No. II

Details of work of similar type and magnitude carried out by the Contractor

Name of the Tender :

| Sr. No. | Name of work | Cost of work | Date of Starting | Stipulating date of completion | Actual date of completion | Remarks |
|---------|--------------|--------------|------------------|--------------------------------|---------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

Contractor

Sarpanch

STATEMENT No. III

Details of plant machinery immediately available with the tendered for this work.

Name of the Tender :

| Sr.No. 1 | Name of Equipment 2 | No. of Units 3 | Kind of make 4 | Capacity 5 | Age & Condition 6 | Present Location 7 | Remarks |
|-------------|------------------------|-------------------|-------------------|---------------|----------------------|-----------------------|---------|
| | | | | | | | |

Contractor

Sarpanch

STATEMENT No. IV

Details of Technical Personnel available with the Contractor

Name of the Tenderer :

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

Contractor

Sarpanch

FORM B -1**PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

DEPARTMENT : RDD –CEO-SANGLI
CIRCLE : SANGLI-DY.CEO.V.P
DIVISION : PANCHYAT SAMITI,SHIRALA
SUB DIVISION : GRAMPANCHAYT AARLA

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 up in the office of the Executive Engineer and signed by the AUTHORITIES of Executive Engineer

This form will state the work to be carried out as the date for submitting and opening tender, and the time allowed for carrying out the work, also the amount of earnest money to deposited with the tender and the amount of security deposit to be deposited by the successful- and tender, 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 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.

Where the works are proposed to be executed according to the specification recommended by a contractor and approved by a competent authority on behalf of the Governor of Maharashtra such specification 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 signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on this behalf by a person holding a power of attorney authorizing him to do so.

2 (A) (i) The Contractor shall pay along with the tender the sum of Rs /- (Rs.-----
 -----) as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender. The said amount of earnest money shall not carry any interest what so ever.

(ii) In The event of his tender being accepted, subject to the provision of sub-clause.

(iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of Contract.

(iv) If, after submitting the tender, the contractor withdraws his offer, or modifies the same or neglects to furnish the balance of security deposit without prejudice to any other rights

Contractor

No. of Corrections

Sarpanch, V. P., **AARLA.**

and powers of the Government, hereunder, or in law, Executive Engineer shall be entitled to forfeit the full amount of the earnest money deposited by him.

- (v) In the event of the tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (ii) above, be refunded to him on his passing receipt therefore.
3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
 4. Any person who submits a tender shall fill up the usual printed form staying at what percentage above or below the rate specified in Schedule 'B' (memorandum showing items of work to be carried out on page no.) he is willing to undertake the work. Only one rates or such percentage on a the estimated rates/Schedule rates shall be named. Tenders which propose any alternation 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 form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one works but if contractor who wish to tender to more works, they shall submit separate tender or each Tenders shall have the name and number of the work to which they refer, written outside the envelope.
 5. The Engineer or his duly authorized Assistant shall open tenders in the presence of the contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tender 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 divisional officer shall authorize the Treasury Officer concerned to refund the amount of earnest money deposited to the contractor making the tender on his giving a receipt for the refund of the money.
 6. The officer competent to dispose off the tenders shall have the right of rejecting all any of the tenders.
 7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating this tender or the contract shall be valid and binding on Executive Engineer unless it is signed by the Engineer.
 8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the -----Department and their rates shall be filled in and completed by the

office of the Engineer before the tender form is issued. If a form is issued to any intending tenderer has not been so filled in the 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 -----Department and their rates shall be without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in the contract.
11. Every registered contractor should produce along with is 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 r pasted slips should be initialed.
13. The measurements of work will be taken according to the usual methods in use in the-----
----- Department and no proposals to adopt alternative methods will be accepted. The Engineer decision as to what is the usual method in use in the -----
Department will be final.
14. A tending contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of the work that remains to be executed in each case on the date of submitting the tender.
15. Every tender shall furnish along with the tender, information regarding the income-tax circle or ward the district in which he is assessed to income-tax the reference to the number of assessment and the assessment year, and a Valid Income Tax Clearance certificate .Permanent Account Number
PAN No. _____
16. In view of the difficult position regarding the availability of foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for
17. The contractor will have to construct shed for storing controlled and valuable material issued to him under Schedule "A" of the agreement, at the work site, having double locking arrangement. The materials will be taken for use in the presence of the Departmental person. No. materials will be allowed to be removed from the site of works.
18. The contractor shall also give a list of machinery in their possession and which they propose to use on the work.
19. Every unregistered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him.

20. Successful tender will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of contract labour (Regulation and abolition Act, 1970) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to the Government.
21. The contractor shall comply with the provision of the Apprentices Act, 1961 and the rules and order issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

TENDER FOR THE WORKS

| |
|--|
| |
|--|

In figures as well as in words. (.....
.....)

1) I/We hereby tender of the execution, for The Governor of Maharashtra (herein before and hereinafter referred to as "Government.") of the work, specified in the underwritten memorandum within times specified in such memorandum at*----- 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; drawing and instructions in writing referred to in Rule-1 thereof 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.

Memorandum

Name Of Work : CONSTRUCTING VILLAGE PANCHAYAT BUILDING AT AARLA TAL SHIRALA

DIST SANGLI

b) Estimated Cost :Rs. /-

c) The amount of earnest Money to be deposited shall Be in accordance with the provision of paras 206 & 207 of the M.P.W. Manual.

c) Earnest Money :Rs. /-

d) This deposit shall be in

(i) Cash (not less than the :Rs /-

Accordance with paras 213 amount of earnest money & 214 of the M.P.W. Manual

d) Security Deposit : Rs /-

(ii) To be deducted from current bills

: Rs. /-

Total Rs. /-

e) This percentage where no form bills so as to make up the total Security deposit is take,

Contractor

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will very 5 % to 10 % amount required as security deposit to from 5 % to 10 % according by the time, the requirement of the work, as measured by the cost, is done. Case where security deposit is taken see not 1 of Clause of conditions of contract.

e) Percentage , if any to be deducted-----

f) Give schedule where Necessary showing dates

f) Time allowed for the work from ----- days the date of written order to Commence which the various items are To be completed (including Monsoon)

2 I/We agree that the offer shall remain open for acceptance for a minimum period of - - ----- days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing addressed to authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority----- ----- Respect of the sum for Rs. -----/-(In words ----- Only) representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government. Should I/We fail to (i) abide by the stipulation to keep the after open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph 1 above within the time limit laid down in clause (1) of the annexed General Conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us. If so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

3 I/We have secured exemption from payment of earnest money. After executing the necessary bond in favor of Govt. 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 of (i) able by the stipulations to keep the offer open for the period mentioned above of (ii) sign and complete to keep the contract documents 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 Condition of Contract the amount payable by me/us may at the opinion of the Engineer, be recovered out of the amount deposited in lump sum for securing exemption so far as the same may extend in terms of he said bond and in the event of the deficiency out of any other contract or transaction of any nature whatsoever of other wise. Should this tender be accepted I/We hereby agree to abide, by and fulfill all the term and provisions of the conditions of contract annexed hereto so far as applicable, 3-d in default there of to forfeit any pay to Government the sums of money mentioned in said conditions

Contractor-----

Address-----

Signature of Contractor

Before submission of tender Dated day of 20

(Witness)-----
Address-----

Signature of Witness

to contractors signature (Occupation)

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

Dated day of 20 Signature of the office by Whom accepted

CONDITIONS OF CONTRACT

Clause 1 - The person / persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within on day for correction of Rs. 1,00,000 less or 2 days for contract of more than Rs.1000 batless than Rs. 2000 and so on upto a limited 10 days which may be extended by the Superintending Engineer concerned upto 15 days if the Superintending Engineer think fit to do so for a contract of over Rs. 10,000 of the receipt by him of the notification of the acceptance of his tender deposit with 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 * ----- percent of all moneys so payable such deductions to be held by Government by way of security deposit.) Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ----- percent of the total estimated cost of the work, it shall be 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 of ----- percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or there sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender / contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 90 % amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retain by the Government shall be released after expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which 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 by department on rectification work.

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 through the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be 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 Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

| ¼ Of the work in | ¼ of the time |
|------------------|---------------|
| 1/2 do | 1/2 do |
| 3/4 do | 3/4 do |

* **Note** - [The quantity of the work to be done within a particular time to be specified above

*Security deposit
P.W.D. Resolution
No.CAT/
1087C.R.94
Bldg. 2 Date 14-2-89*

*Compensation for
Delay*

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 circumstance of each case.]

And abide the programme of detailed process laid down by the Executive Engineer.

The following proportion will usually be found suitable :-

In 1/4, 1/2, 3/4 of the time
Reasonable progress of earth work. 1/6, 1/2, 3/4 of the total value of the work to be done.

Do Do of masonry work 1/10, 1/10, 8/10 Do Do

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 Superintending Engineer (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 19 percent of the estimated cost of the work as shown in the tender.

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 installments) or in the case of abandonment of the work owing the serious illness or death of the contractor or any other cause the Executive Engineer, on behalf of the Governor of Maharashtra, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government : -

Action when whole of security deposit is forfeited.

(a) To rescind the contract (for which decision 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 crediting him with the value of the work done departmentally in all respects in the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to the cost and other allied expenses so incurred and as to the value of the work so done departmentally shall be final conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part there of as shall be unexecuted out of his hand, and to give it to another contractor to completed, 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 contractors 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 his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses 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.

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

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 or 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 a reason of his having purchased or procured any materials, or entered into any engagement, or made any advance on account of the with a view to the execution of the work or the performance of the contract.

Clause 4 - If the progress of any particular portion of the work is 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 taking action under clause 3 (b) after giving the contractor 10 days notice in writing. The contractor will have no claim to compensation for any loss sustained by him owing to such action.

Action when the progress of any particulars portion of the work is unsatisfactory.

Clause 5 - In any case in which any of the powers conferred upon the Executive Engineer by clause 3 & 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiving 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 subclause (a) or (c) of clause 3, he may if he so desires, take possession of all any tools and plant, materials and stores in or upon the work of 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 rate, 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, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorised agent required him to remove such tools and plant, 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.

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

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

Clause 6 - If the contractor shall desire and extension of the time for completion of work on the ground he shall apply in writing to the Executive Engineer before the expiry of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as afforested or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer, there were reasonably 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.

Extension of time.

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 complete 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, door, windows, wall, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge, the said measurements being binding and conclusive against contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completing of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount off all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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 of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer-in-charge, whose certificate of such 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 payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way very or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

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

Bill 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 or be taken the requisite measurement 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 the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractors or his duly authorised agent whose countersignature to the measurement 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.

Clause 11 - The contractor shall submit all bills on the printed form 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.

Bills to be on printed forms.

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 store of the Dept. store or if it is required that the contractor shall use certain store 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 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 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 the site of the work, and shall at all time be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the _____ Departmental store of 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.

Stores supplied by Government.

Clause 12(A) - All stores of controlled materials such as cement, steel etc. supplied to the contractor by Government 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 the times.

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 respects in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawing and working drawing as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawing and working drawings if required by him, shall be supplied at the rate of Rs. 10 per set of contract Drawings and Rs. 1 per working drawing except where otherwise specified.

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

Alternations in specifications and designs not to invalidate contracts.

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 should be bound to carry out the work in accordance with any instruction 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

Rates for works not entered in estimate or schedule of rate of the district.

in all respects on which he agreed to do the man work and at the same rates specified in the tender for the 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 the contractor, whichever are lower. If the additional or altered for which no rate is entered in the schedule of Rates of the Division is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work. And if the Engineer-in-charge does not agree to this rate he shall be 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 herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the determination of the rates as aforesaid according to such rates or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of Superintending Engineer of the Circle will be final.

Where, however, the work is to be executed according to the designs, drawing 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, drawing, and specification and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that increase in its cost occasional 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 conclusive.

Extension of time in consequence of additions or alterations.

Clause 15 - (1) If at any time after the execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which the Government is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period 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 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 Part of it could be or could have been safety stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

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

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 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 measurement and make such payment as may be finally due to 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 prejudice the right of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation

under the remaining provisions of this clause.

(3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of 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 wage of labour engaged by him during the said period suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary wage for the first 30 days whether consecutive or in the aggregate of such suspension or in respect or any suspension whatsoever occasioned by unsatisfactory work on any other default his part. The decision of the Engineer in this regard shall be final conclusive against the contractor.

(4) In the event of –

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

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

(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 which 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 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 stoppages, suspension or curtailment and require the Government to take over on payment such material at the rates at which the same was acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

Clause 15 A - The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schdule A where such delay in caused by

- (i) Difficulties relating to the supply of railway wagons.
- (ii) Force majored.
- (iii) Act of God.
- (iv) Act to 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 shall appear to the Executive Engineer to be reasonably 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.

No. Claim to compensation on account of loss due to delay in supply of materials by Government.

No. claims to compensation on account of loss due to delay in supply of materials by Government.

Time limit for unforeseen claims.

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 claim accruing.

Action and compensation payable in case of bad work.

Clause 17 - If 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 unskillful 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 the 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 not withstanding the fact writing to contractor and then not withstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or if so required shall remove the materials or articles 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 have 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, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use or it shall be within his discretion to accept the same at such reduced as he may fix therefore.

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work to be open to inspection.

Clause 18 - All works under or in course of execution or execute in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times 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 be present to receive order and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractor duly authorised agent shall be considered to have the some force and effect as if they had been given to the contractor himself.

Contractor or responsible agent to be present.

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 up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurements any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors 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 Twenty Four (24) months from the date of completion as certified by the Engineer-in-charge pursuant to Clause - 7 of the contract or ~~---30----~~ months after commissioning the work, whichever is earlier in the option of the Executive Eng-ineer, 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 rectify-ing and setting right the defects specified therein including dismantling and reconstruction of

unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and or to complete the same as aforesaid as required by the 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 the 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 on 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 the 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 of from the amount of security deposit retained by Government.

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 ----- 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 sustained from and whether included in the specification or other documents forming part of the contract or referred to tin these conditions or not and which may necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose off setting out works and counting. weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to 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 defense 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.

Contractor to supply plant, ladder, scaffolding etc.

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

Clause - 21 A - The contractor shall provide suitable and working platform gangway and stairways and shall comply with the following regulations in connections herewith.

- (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
 - (i) Under the supervision of competent and responsible person and
 - (ii) as far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffold and applicants connected there with and ladders shall -
 - (i) be of sound material.
 - (ii) be of adequate strength having regard to the loads and trains to which they will be subjected, and
 - (iii) be maintained in proper condition.

- (d) Scaffold shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffold shall not be over loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffold 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.
- (i) Working platform, gangway stairways shall -
 - (i) Be so Constructed that no part there of 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 person 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 the height exceeding ----- meters. (to be specified)
 - (i) every working platform and every gangway shall be closely bordered unless other adequate measures are taken to ensure safety.
 - (ii) every working platform and gangway shall be have adequate with and
 - (iii) every working platform, gangway, working place and stairway shall be suitable fenced.
- (k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow excess of person or the transport of shifting of materials be provided with suitable means to prevent the fall of persons or materials.
- (l) When person are employed on roof where there is a danger of falling from a height exceeding suitable precautions shall be taken to prevent the fall of persons of materials (to be prescribed)
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or there 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 laborers 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.

- (a) Hoisting machine and tackle, including their attachments, anchorages and support shall
 - (i) be of good mechanical construction, sound material and adequate strength and free from permanent 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 shackle 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 appliance operator shall be properly qualified.
- (f) No person who is below the age of _____ years shall be in control of any hoisting machine, including as scaffold which, or give signals to the operator.

- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting 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.
- (i) In the case of a 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 7 above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring 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 to a minimum and the risk of the accidental descent of the load.
- (m) Adequate precaution shall be taken to reduce to a minimum the risk of accidentally displaced.

Clause 22 - The contractor shall not set fire to any standing, jungle, trees, brush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut or dug up 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.

Measures for prevention of fire.

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

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

The contractor shall bear the expenses of defending any action or other legal 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 consequence.

Clause 24 - The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible.

Employment for female labour.

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

Work on Sunday.

Clause 26 - The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor assigns or sublet his contract, or attempt so to do, or become insolvent or commence and proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempts so to do or if bribe, gratuity, gift, loan, perquisite, reward, or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office of 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

Work no to sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bringing a public officer or if

contractor becomes insolvent.

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 ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Sum payable by way of compensation to the 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 of damage sustained and whether any damage has or has not been sustained.

Change 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.

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 Superintending Engineer of the Circle, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Works to be under direction of superintending Engineer.

Clause 30 - 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 Superintending Engineer 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 specifications, designs, drawing, and instructions, herein before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right matter or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications estimates, in subtractions, orders, or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause 30 - A) The contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the Circle as aforesaid appeal against it to the Chief Engineer concerned with the contract, Work or Project provided that –

- (a) The accepted Value of the Contract exceeds Rs. 10 Lakhs (Rs. Ten lakhs)
- (b) Amount of claim is not less than Rs. 1.00 lakh (Rupees one lakh)

Clause 30 - B) If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Public Works Department / Irrigation Department/Rural Development Department who if convinced that Prima Facia the contractor's claim rejected by Superintending Engineer / Chief Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the standing Committee, shall put up to the standing Committee at Government level for suitable decision.

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

Clause 31 - The contractor shall obtain from the _____ 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 there for 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 show 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 all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 32 - When the estimate on when a tender is made includes lump sums in respect of

parts of this 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 at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Lumpsums in estimates.

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

Actions where on specifications

Clause 34 - The expression work or works where used in these conditions, shall unless there be something in the subject or content repugnant to such construction, be construct to mean the work of works constructed to be executed under or in virtue of the contract. Whether temporary or permanent and whether original altered substituted or additional.

Definition of work.

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

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

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

Refund of quarry fees and royalties.

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

Compensation under Workmen Compensation Act.

Clause 37 A - The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses as incurred by Government the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of 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 and shall comply with the following regulations in connection therewith.

(a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by these 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 provision of The Apprentices Act, 1961 (L to 1961) the rules made there under the orders that may be issued from time to time under Act the said rules and on his failure or neglect to do so, he shall be subject to all the liabilities and penalties provided by the said Act and said Rules.

Claim for quantities entered in the tender or estimates.

Clause 38 -(1) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

(2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 25 % and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs. 5000.

(3) The contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub clause (1) hereof on the same conditions as and in accordance with the specification in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates, (ii) at the rate 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 work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited, for the purpose of operation of this clause, this cost shall be take to be worked out from prevailing schedule of rates of the time of acceptance of tender.

Claims arising of reduction in the tendered quantity if 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. 5000/-. This reduction is exclusively of the reduction mentioned in Clause 2.1.4 of work and site condition.

(4) The clause is not applicable to extra items.

(5) There is no change in the rate if the excess is less than or equal to 25 % also there is no change in the rate if quantity of work alone is more than 25 % of the tendered quantity but the value of the excess work at the Tendered rates does not exceed Rs. 5000/-

(6) 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. 5000/- at the Tendered rates whichever is more.

Employment of famine labour etc.

Clause 39 - The contractor shall employ any famine, convince 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.

Clause 41 - No compensation shall be allowed for any delay 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, soil, water standing in borrow pits and no claim for and extra rate shall be entertained, unless otherwise expressly specified. *Claim for compensation for delay in execution of work.*

Clause 42 - The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the 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 all payment for work. *Entering upon or commencing any portion of work.*

Clause 43 -

- (i) No contractor shall employ any person who is under the age of 12 years. *Minimum age of persons employed,*
- (ii) No contractor shall employ donkeys or other animals with breeching of string or this rope. The breeching must be at least three inches wide and should be of tape (Newer). *the employment of donkeys and / or other animals and*
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work. *the payment of fair wages.*
- (iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the worker employed by him, in the contractor 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, who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.
- (vi) Contractor shall provide drinking water facilities to the workers. Similar a AARLA.ties shall be provided to the workers engaged on large work in urban areas.
- (vii) Contractor to take precaution against accidents which taken place on account of labour using loose garments while working near machinery.

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. *Method of payment.*

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.*

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 whom the Executive Engineer may have delegated this duly in writing to be in need of relief and shall be bound to pay to such person waged not bellow 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 binding on the contractor. *Employment of scarcity labour.*

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 of the same class and description the controlled price or price permissibly under Hording and Proffering Ordinances, 1948 a amended from time to time, If the price quoted

Maharashtra Act XLIX of 1985, Clause regarding Turnover tax vide P.W.D. circular No. CAT - 1086/CR-330 - Bldg - 2 dated 10th June, 1987.

exceeds the controlled price or the permissible under Holding and profiteering Prevention Ordinance. the contractor will specifically mention his fact in his tender along with the reason for quoting such higher prices,. The purchase at his discretion in such a case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor

Clause 47 A - The tendered rates shall be inclusive of all taxes, rates and ceases & shall also be inclusive of the tax leviable in respect of works contract under the provision of the Maharashtra Sales tax transfer of property in goods involved in the execution of works Contract Act 1985 (Maharashtra Act No. XLX of 1985) *.

Clause 48 - The rates to be quoted by the contractor must be inclusive of sales tax. No extra payment on this account will be made to the contractor.

Clause 49 - The 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 dates of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Clause 50 - The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department's Scheme.

Provided, however that if the required unskilled labourers are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in-charge of the said work, obtain the rest requirement 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 located.

The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provision of Act. The contractor shall pay the labourers skilled and unskilled according of the wages prescribed by the Minimum Wages Act of applicable to the area in which the work lies.

Clause 52 - All amounts whatsoever which the contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied / issued hereunder by the Government to the Contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Government to the contractor for execution by him of the work and / or on 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.

P.W.D. Government Resolution No. Cat / 1097/PK.478/Bldg. 2dt. 23-3-98

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 employ 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 in particular the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rule, 1971. If the Contractor fails or neglects to pay wages at the said rates or makes short payment and the Government makes such payment of wages in full or part thereof less paid by the Contractor as the case may be the amount so paid by the Government to such workers shall be deemed to be areas 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.

*P.W.D. Dept. No.
CAT 1284/(120)
Building - 2
Dated 14-8-85*

Clause 54 - The contractor shall engage apprentices such as brick layerer, carpenter, wiremen, plumber, as well as black smith by recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talav, Mumbai-1 the construction work (on Government of Maharashtra, Education Department No TSA/5170/T/56689, dated 7-7-72.)

Clause 55 - (a) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filaria) of Health Services, Pune.

(b) Contractor shall see that mosquito genic conditions are not created so as to keep vector population to minimum level.

*Relation with
Public
Authorities.*

(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 Service, Pune.

(d) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence contractor shall be liable to pay to Government the amount spend by the Government on anti-malaria measures to control the situation in addition to fine.

(e) 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 of this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweeper.

The contractor shall comply with rules, regulation, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government.

Other condition of contractor:-

Planting of trees (100 No. per Km.) along the roads.

SCHEDULE 'A'

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

| Particulars | Rates at which the material will be charged to the contractor | | | Place of delivery | |
|-----------------|---|-----------|-----|-------------------|----------|
| | Unit | In figure | | | In words |
| | | Rs. | Ps. | | |
| ----- Nil ----- | | | | | |

Note : 1) The person of firm submitting the tender should see that the rates in the above schedule are filled up by the Deputy Engineer –in Charge on issue of the form prior to the submission of the tender.

(Sarpanch)

Signature of (.....)

Conditions for material issued under Schedule ‘ A ’

The issue of materials by the Department under Schedule “ A ” of this contract will be subject to entirely the following

Conditions :-

1. All the materials shall be made available for delivery on working days only during working hours, to be arranged mutually by the contractor between himself and the storekeeper or the sub-Divisional Officer, who so ever shall issue the same. The material shall be made available at the place of delivery mentioned in schedule “A” of the tender.
2. The contractor shall submit periodically as well as on completion of work, an account of all materials issued to him in a manner as directed by Engineer-in-charge. The contractor shall also furnish an account of previous materials issued before placing demand for further materials. In addition, a separate register shall be maintained on site for recording daily item-wise cement consumption of cement issued to them and also item wise consumption of other, materials issued under Schedule “A” as directed. This shall be signed daily by contractor or his representative and representative of Engineer-in-charge.
3. The quantities in Schedule “A” are approximate and may vary according to actual and bonafide use as certified by the Engineer-in-charge.
4. All the materials mentioned in Schedule “A” required for the work shall be taken from the Department only. The materials from other source in lieu of the materials in Schedule “A” shall not be allowed, except under written permission from the Executive Engineer. In such case, certificate for its quality shall be produced by the contractor and samples of such materials shall be tested from only Government Laboratory by the contractor at his own cost and the test results to be supplied to the Department. The materials not conforming to the required standard shall be removed at once from the site of the work by the contractor at his own cost.
5. The rates mentioned in Schedule “A” are inclusive of sales tax and storage charges.
6. After issue of any material for use on bonafide Govt. work to contractor if the Engineer-in-charge ascertains on any particular date that portion of such supplies comes to surplus to the requirement of the work, the date of assortment will be taken as the date for sale for the purpose of payment of sales tax on such portion and recovered from the contractor as per rules.
7. The contractor shall construct shed / sheds as per direction of the Engineer-in-charge of the work for sorting the materials issued to him by this Department and provide double locking arrangements, but of which one lock shall be with in-charge of Departmental person, and material shall be taken for use in presence of the Departmental persons only.
8. The contractor shall make his own arrangement for the safe custody of the materials which are supplied to him by the Department.
9. The contractor shall not use cement and other materials under Schedule “A” in items other than as per this tender except for such ancillary small items as are connected with and absolutely necessary for execution of this work as may be decided by the Engineer.
10. All steel issued under Schedule “A” which remains surplus with the contractor after use in the work, shall be returned to the Department. Generally, only full length bars in lengths supplied by the Department shall be taken back the Department. However, the Engineer-in-charge may at his discretion, take back bars of particular diameter in any other lengths approved by him, if same are required for use in Government work. The rates for repayment of the surplus acceptable materials required by the contractor at the godown of issue, shall be at the prevailing market rate or the rates charges to the

contractor, excluding the element of storage charges or the issued rates excluding the element of storage charges at the time of return. Whichever is lower. The quantity of such surplus steel as is not acceptable to the department may be disposed off by the contractor in any manner he like and the cost there of small entirely be borne by the contractor. However, in cases in which the materials issued to a contractor become surplus owing to change in the design of the work after the materials were issued to the contractor the materials should be taken back from the contractor at the same rates at which they were supplied to him by Government provided the materials, at the time taking over were not actually needed and are serviceable.

11. Mild steel / or steel bars shall be issued to the contractor on actual weightment. However, for the purpose of payment the weight of steel bars used on the work shall be calculated on the basis of standard weight per unit length vide table in B 10.13 of Standard Specification Book 1972 edition by B & C Dept. Hence, claim on account of difference in actual weight and calculated on the basis of standard weight per unit length shall not be entertained.
12. The contractor shall make his own arrangement for securing structural steel such as square bars, flats, rolled steels joists, angles iron plates etc. The department is neither responsible for securing permit or to supply required structural steel. However, necessary certificate to the effect that the materials is required for the bonafide Govt. work will be issued if required.
13. The charges for convenience of materials from the place of delivery to the site of work and the actual spot on work site shall be entirely borne by the contractor. No claims on this account shall be entertained.
14. If surplus materials after completion of the work are not returned by the contractor, recovery of such materials at the penal rate of twice the issue rate of these materials shall be made from the contractor. Sales tax and General tax on the cost of surplus materials which are not returned, shall also be recovered by from the contractor as decided by the Executive Engineer. However, it is clear that if any surplus material returned is in unserviceable or in damaged conditions, the same will not be accepted. In such case the cost will be recovered from the Contractor as stated above in the clause.
15. Empty asphalt drums will have to be returned to the Dept. In case of non-return of empty asphalt drums, recovery at Rs. 50 (Fifty Only) per drum will be charged to the contractor.
16. The person / firm submitting the tenders should see that the rates in the above Schedule "A" are filled up by the Executive Engineer-in-charge of the work in the issue of the form prior to the submission of the tender.
17. The Govt. shall not be responsible for the loss in cement during transit from Govt. stores to work site. Cement so delivered to the contractor at the Govt. store shall means 50 kgs./equivalent to 1.23 Cft. by weight. The rate quoted should correspond to this method of reckoning. The correction will have to be done by weight basis. While mixing, if cement found short in a bag, it will have to be made good by the contractor for which additional cement would be supplied by the Department at issue rate in Schedule "A" item or percentage rate quoted for should reckon this.
18. For the purpose of issue rate, the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and each dimension shall be measured at straight line in plain (neglecting extra length due to corrugation etc.)
19. The contractor shall furnish unstamped receipts for all material issued under Schedule "A".