

ZILLA PARISHAD THANE
RURAL WATER SUPPLY DEPARTMENT

E-TENDER NOTICE NO 01/EE/RWSD/ZPTHANE/2026-27 OPEN

Chief Executive officer, Zilla Parishad, Thane Nitin Square fit homes, Plot No. 106, 107, GB Barve Road, State of GST Bhavan, Wagale Estate, MIDC, Near 22 No. Circle, Thane (West) Pin Code 400601 invites Online Percentage Rate Tender from contractors registered in appropriate class / category with Zilla Parishad & Maharashtra Jeevan Pradhikaran for following Works in Thane District.

Sr. No.	Name of Work	Taluka	Head of Account	Amount of TenderRs.	Earnest Money	Tender Fee	Period for work Completion	Class of Contract
31	Special Repairs to pipewater supply scheme ATShivner (V.P.- Dhasai) Tal. Shahapur Dist. Thane	Shahapur	WATER SCARCITY	851446/-	8600/-	590/-	Up to 30th June 2026	VI

- 1 The complete bidding process will be online (e-tendering). All the notifications regarding this tender notice here after will be published online on website <http://mahatenders.gov.in>
- 2 Bidding documents can be seen and downloaded from website <http://mahatenders.gov.in> from **Date 06/05/2026_6.00p.m. to Date14/05/2026_6.00p.m**
- 3 The bid can be submitted in electronic format on the website <http://mahatenders.gov.in> from **Date 06/05/2026_6.00p.m. to Date14/05/2026_6.00p.m**
- 4 The deadline for submission of bid is upto **Date 14/05/2026_6.00p.m**
- 5 Contractor should submit automatic Generated online Tender Fee and EMD Receipt from State Bank of India's Account.
- 6 Contractor should upload Technical documents included in Envelop No.01 with Unique transaction registration (UTR) No. of RTGS/NEFT (for Tender Fee and EMD)
- 7 Technical Bids will be opened online if possible on **Date 15/05/2026_3.00 p.m** through website "<http://mahatenders.gov.in>" in the Office of Executive Engineer, Rural water supply Department, Zilla Parishad, Thane (West) 400 601.
- 8 Time and Date of opening of financial bids will be informed by e-mail to responsive bidder.
- 9 1% amount of E.M.D. will be adjusted in Security Deposit & Balance 4% Security Deposit will be deducted through the first running bill of work executed.
- 10 The guidelines to download the tender document and online submission of bids and Procedure of tender opening can be downloaded from website <http://mahatenders.gov.in>
- 11 Time allowed for completion of each work is shown in above Table and defect liability period shall be **1 Year (as required)** from the date of completion of work.
- 12 This Tender will be valid for 30 Days from Date of Financial Opening .
- 13 Rights to reject or cancel any or all the tenders and change terms & Conditions of the tender without assigning any reason thereof what so ever are reserved by the undersigned.
- 14 1% Labour welfare fund charges & 1% insurance charges are considered in ATM tender. Therefore, contractor is responsible for labour welfare and insurance payments. Before Starting The Work.
- 15 The Performance Security deposit (if required as per GR Dt.26.11.2018) is not submitted in the office of Executive Engineer, Rural water supply Department, Zilla Parishad Thane within time limit by the L-1 bidder then the bid submitted by him will be cancelled & Contract will be awarded to the L-2 Bidder & the registration of L-1 Bidder will be suspended for the period of one year. Moreover, EMD of the L-1 Bidder will be fully forfeited.
- 16 Goods and Service Tax (GST) will be applicable as per Government guidelines.
- 17 Contractor has to complete work himself He cannot appoint sub contractor for the work awarded to him (contractor)
- 18 Applicable Deductions TDS such as Income Tax, G.S.T., Labour Welfare Fund, Insurance Premium, Security deposit & fine etc. will be made as per rules and regulation.

- 19 Common IP Addresses :hence bidder must submit self attested Certificate Regarding IP address used by him to submit the bid the received bids having matching/common IP addresses with either Bidder shall be out rightly rejected & shall not be considered for further evaluation

A) Envelop No.1 should be containing with following Documents

- 1) Scan copy of Declaration of the Contractor on Contractor's Letter Head in PDF format.
- 2) Scan copy of Net Banking Certificate towards EMD and Tender documents.
- 3) Scan Copy of Valid Registration Certificate obtained from MJP & Zilla Parishad.
- 4) Scan Copy of Photostat of attested copy of Partnership Deed Or Power of Attorney, if necessary.
- 5) Scan Copy of PAN Card and I.T. Return for the Assessment year 2023-24 along with Profit & loss Statement, Balance sheet for last 3 Financial Years.
- 6) Scan Copy of Valid G.S.T. Registration Certificate.
- 7) Scan Copy of Affidavit on Rs 500/- Stamp Paper must be uploaded at the time of online bid submission. (As per PWD GR No CAT/2018/Ch No 127/ Bldg No 2. Dated 28/11/2018).
- 8) Self Declaration by the contractor on his letter head declaring that he himself or his firm is not Black Listed by any Government authority.
- 9) Details of works of similar type and magnitude carried out by the contractor during the last Three years as prescribed in format statement No-2 and the work done/ completion certificate of the concern competent authority / Executive Engineer along with this statement No-2 and same must be uploaded by the contractor.
- 10) Detailed list of work in hand and work tendered for as on 31/12/2024 as prescribed in statement no-3 Bidder must upload the copy of work orders in case of work in hand along with statement No.-3 and same shall be uploaded by the contractor.
- 11) Common IP Addresses :hence bidder must submit self attested Certificate Regarding IP address used by him to submit the bid the received bids having matching/common IP addresses with either Bidder shall be out rightly rejected & shall not be considered for further evaluation

The Documents uploaded online by contractor should be Clear, Readable & Self Attested. The Documents which are not Clear, Readable & Self Attested will be treated as documents not submitted.

B) Envelop No.2 should be containing with following papers

- 1) BOQ.
- 2) TENDER DOCUMENTS

STATEMENT NO.2

**DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED
OUT BY THE CONTRACTOR**

NAME OF CONTRACTOR: _____

Sr. No.	Na me	Name and address of the	Place and	Agreem ent	Date of	Tende red	Tot al Cos	Date of	Princi pal
1	2	3	4	5	6	7	8	9	10

Note: This is only a standard form. Details are to be furnished in this format in form of typewritten statements, which shall be **uploaded online** in enclosed No.1

Signature of Contractor

No. Of Corrections Executive Engineer

STATEMENT NO.3
DETAILED OF LIST OF WORK IN HAND AND WORK
TENDERED FOR AS ON __

NAME OF CONTRACTOR: _____

(I) WORKS IN HAND

Sr 1	Na me 2	Agreem ent 3	Tende red 4	Date of commence 5	Stipulat ed date 6	Valu e of work 7	Valu e of balan 8	Probabl e Date 9	Remar 10
				SPECIMEN FORM					

(II) WORKS TENDERED FOR

Sr.No. 1	Name of work 2	Name and 3	Tender ed 4	Ti me 5	Probabl e Date when 6	Other Relevant 7
		SPECIMEN FORM				

Note: This is only a standard form. Details are to be furnished in this format in form of typewritten statements, which shall be **uploaded online** in enclosed No.1

Signature of Contractor

No. Of Corrections

Executive Engineer

Annexure -1

PERFORMANCE SECURITY DEPOSIT

- 1) As per PWD, Govt. Resolution Dated 26/11/2018 If the Bidder quotes rate more than 10% below the estimated amount put to tender then the contractors have to submit the detailed reasoning for the same with due planning to complete the work. The Engineer – in charge will verify this whether the work could be completed in the lowest offer (below the estimated amount put to tender) quoted and if the justification given by the tenderer is unsatisfactory, the offer quoted by the tenderer shall not be considered for further tender process.
- 2) The Performance Security deposit and or Additional Performance Security deposit in the form of Demand Draft drawn from Nationalized Bank or the Scheduled Banks shall be in the favor of Chief Accounts & Finance Officer, Zilla Parishad Thane only & will be submitted by L-1 Bidder within 8 days from the Date of financial Opening of the bid.
- 3) The Demand Draft shall be valid for the minimum 3 months period from the last date of online submission of the tender.
- 4) The Demand Draft shall mention the Bank's MICR Number & IFSC Code.
- 5) In case, if the Bidder submits the fake/false documents / Demand Draft or the Bidder has not furnished any documents / Demand Draft as per requirement, the Earnest Money of the Bidder shall be forfeited and the Bidder's registration shall be suspended for the period of one year.
- 6) The amount of the performance security submitted by the contractor shall be released only after 3 months from the satisfactory completion of the work as per tender conditions.
- 7) If any bidder gets more than Three works from one NIT then allotment of work to him restricted to Three works.

Executive Engineer,
Rural Water Supply Department
Zilla Parishad Thane

Chief Executive Officer
Zilla Parishad Thane

सार्वजनिक बांधकाम विभागाच्या ई-निविदा संदर्भातील
दिनांक २७/०९/२०१८ च्या शासन निर्णयातील
तरतूदींवर स्पष्टीकरण..

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग
शासन परिपत्रक क्रमांक सीएटी/२०१७/प्र.क्र.०८/इमा-२
मंत्रालय, मुंबई ४०० ०३२.
दिनांक : २६ नोव्हेंबर, २०१८.

- वाचा :** १) सार्वजनिक बांधकाम विभाग, शासन निर्णय क्र.सीएटी/२०१७/प्र.क्र.०८/इमा-२,
दि.२७.०९.२०१८.
२) सार्वजनिक बांधकाम विभाग, शासन परिपत्रक क्र.सीएटी/२०१७/प्र.क्र.०८/इमा-२,
दि.२२.१०.२०१८.
३) मा.उच्च न्यायालय, मुंबई अंतर्गत नागपूर खंडपीठाच्या रिट पिटीशन क्र.५२४४/२०१८ मधील
दि.३ सप्टेंबर, २०१८ चा निर्णय.

उपरोक्त संदर्भाधीन शासन निर्णय अन्वये सार्वजनिक बांधकाम विभागाच्या ई-निविदा प्रक्रीयेंतर्गत एकत्रित सुधारीत सूचना निर्गमित करण्यात आल्या आहेत. तसेच संदर्भीय शासन परिपत्रकानुसार काही तरतूदीबाबत स्पष्टीकरणही देण्यात आले आहे. उपरोक्त दोनही सूचनांद्वारे ई-निविदेसंदर्भात सर्व विस्तृत सूचना देण्यात आल्या आहेत.

एका प्रकरणी ऑनलाईन अतिरिक्त सुरक्षा ठेव रक्कम सादर न केल्यामुळे अधीक्षक अभियंता, चंद्रपूर यांनी मंडळाने निविदा नॉन रिस्पॉन्सिव्ह ठरविली. या प्रकरणी संबंधीत निविदाकाराने हार्ड कॉपीमध्ये निविदेसोबत आवश्यक ती अतिरिक्त सुरक्षा रक्कम सादर केली होती. संदर्भाधीन शासन निर्णयामधील परिच्छेद क्र.२.६ नुसार ई-निविदा प्रक्रीयेमध्ये काही अडचण निर्माण झाल्यास निविदेची हार्ड कॉपी उघडण्यात येण्याबाबत सूचना देण्यात आलेल्या आहेत. तथापी या प्रकरणी निविदाकाराची निविदा नॉन रिस्पॉन्सिव्ह ठरविण्यात आल्याने मा.उच्च न्यायालय, मुंबई अंतर्गत नागपूर खंडपीठामध्ये रिट याचिका क्र.५२४४/२०१८ अन्वये निविदाकारामार्फत याचिका दाखल करण्यात आली. रिट पीटीशन क्र.५२४४/२०१८ या अंतिम निकाल दि.६ सप्टेंबर, २०१८ रोजी देण्यात आला असून, यामध्ये, निविदाकाराने अतिरिक्त सुरक्षा अनामत रक्कम ऑनलाईन पध्दतीने सादर न केल्याने निविदेच्या आवश्यक तरतूदींचा भंग होत नसल्याचे मा.उच्च न्यायालयाने नमूद केले आहे.

मा.उच्च न्यायालयाच्या नागपूर खंडपीठाने दिलेल्या सूचना विचारात घेऊन ई-निविदेतील अतिरिक्त सुरक्षा ठेव रकमेच्या बाबतीत खालीलप्रमाणे सुधारित सूचना देण्यात येत आहेत :-

- १) दिनांक २७.०९.२०१८ च्या शासन निर्णयातील मुद्दा क्र.४.६ व मुद्दा क्र. ५.१.१ नुसार अतिरिक्त सुरक्षा ठेव रक्कम (Additional Performance Security Deposit), निविदेच्या लिफाफा क्र. २ मध्ये सादर करण्याबाबतच्या सूचना या परिपत्रकाद्वारे रद्द करण्यात येत असून लिफाफा क्र.१ व लिफाफा क्र.२ उघडल्यानंतर प्रथम न्यूनतम देकार सादर करणाऱ्या L-१ निविदाकाराने “Additional Performance Security Deposit” आठ दिवसांच्या आत संबंधित कार्यकारी अभियंता यांचेकडे जमा करण्याबाबतच्या अटीचा समावेश या पुढील निविदांमध्ये करण्यात यावा व निविदेबाबत पुढील कार्यवाही करावी. ही आठ दिवसांची

मुदत कोणत्याही कारणासाठी शिथीलक्षम असणार नाही. त्यामुळे अशा प्रकरणी कार्योत्तर मंजूरीचे प्रस्ताव सुध्दा शासनास सादर करण्यात येऊ नये.

२) प्रथम न्यूनतम देकाराच्या (L-१) निविदाकाराने वरील विहित मुदतीत Additional Performance Security Deposit चा भरणा केला नाही तर द्वितीय न्यूनतम देकाराच्या (L-२) निविदाकारास लेखी विचारणा करावी व L-२ निविदाकार L-१ पेक्षा कमी दराने काम करण्यास तयार असतील तर त्यांची निविदा मंजूर करावी.

३) दि.२७.०९.२०१८ च्या शासन निर्णयातील परिच्छेद क्र.४.६.३ (ब) मध्ये खालीलप्रमाणे नमूद आहे :-
“ देकार १५ % पेक्षा कमी दराचा असल्यास उर्वरीत रक्कमेसाठी दोन पटीने रक्कम डीडी द्वारे सादर करणे अनिवार्य राहिल. उदा. १९ % कमी दराकरीता (१९-१५=४) % X २ = ८% ”

ऐवजी

देकार १५ % पेक्षा कमी दराचा असल्यास उर्वरीत रकमेसाठी दोन पटीने रक्कम डीडी द्वारे सादर करणे अनिवार्य राहिल. उदा. १९ % कमी दरासाठी खालीलप्रमाणे पृथःकरण :-

१० % कमी दरापर्यंत १% व

१५ % पर्यंत कमी दरापर्यंत - (१५% - १० % = ५%)

तसेच (१९-१५) = ४ % करीता (४ x २ =) ८ %

असे एकूण (१+५+८) = १४ %)

४) दिनांक २७.०९.२०१८ च्या शासन निर्णयात सा.बां.नियमपुस्तिका सहावी आवृत्ती मधील निविदा विषयक तरतूदी अधिक्रमीत केलेल्या असल्या तरीही राजभवन मुंबई/पुणे संदर्भातील खंड (४) मधील परिच्छेद २०० नुसार कार्यवाहीस परवानगी देण्यात येत आहे.

सदर शासन परिपत्रक महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आले असून त्याचा संकेतांक २०१८११२६१२०४४११४१८ असा आहे. हे परिपत्रक डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात आले आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

**Sachin Manikrao
Chivate**

Digitally signed by Sachin Manikrao Chivate
DN: c=IN, o=Government Of Maharashtra, ou=Public Works
Department, postalCode=400032, st=Maharashtra,
2.5.4.20=e51dff58ad80dfdae3976edee46d1bf7934d01469cb4d
916976c25305666b613,
serialNumber=40ae84322c80d3e4ea1b574eb3782ed6cb133b9
38933bdf197ed5a1551d8622a, cn=Sachin Manikrao Chivate
Date: 2018.11.26 12:09:02 +05'30'

(सचिन चिवटे)

अवर सचिव (इमारती), महाराष्ट्र शासन

प्रति,

१. सार्वजनिक बांधकाम विभाग/वित्त विभाग/ग्राम विकास विभाग
२. महालेखापाल-१, मुंबई
३. महालेखापाल-२, नागपूर

४. अधिदान व लेखाअधिकारी, मुंबई/नागपूर
५. महासंचालक, माहिती व प्रसिध्दी महासंचालनालय, मुंबई यांना प्रसिध्दीसाठी.
प्रति, माहितीसाठी व आवश्यक कार्यवाहीसाठी,
६. सर्व मुख्य अभियंते, सार्वजनिक बांधकाम प्रादेशिक विभाग, मुंबई
७. मुख्य वास्तुशास्त्रज्ञ, सार्वजनिक बांधकाम विभाग, मुंबई
८. संचालक, उद्याने व उपवने, मुंबई
९. सर्व अधीक्षक अभियंते, सार्वजनिक बांधकाम विभाग, (विद्युत/यांत्रिकी)
१०. अधीक्षक अभियंता यांनी आपल्या अधिनस्त विभागातील कार्यालयांना सदर शासन परिपत्रकाची प्रत अग्रेषित करावी.
११. मुख्य अभियंता / अधीक्षक अभियंता, पोलीस गृहनिर्माण व कल्याण महामंडळ, वरळी, मुंबई
१२. सर्व सहसचिव/उपसचिव/अवर सचिव/कार्यासन अधिकारी, सा.बां.विभाग, मंत्रालय, मुंबई
१३. कार्यासन (इमारती-२) निवडनस्ती.

सार्वजनिक बांधकाम विभागाच्या निविदा प्रक्रिये अंतर्गत निविदा तपासणी, स्विकृती, देयके अदा करणे व निविदा अंतिम झाल्यानंतर दोषदायित्व कालावधी व काम अंतिम करण्यापर्यंत अधिकारी/ कर्मचाऱ्यांच्या उत्तरदायित्वाबाबत सुधारित सूचना

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग
शासन निर्णय क्रमांक : सीएटी/२०१८/प्र क्र १२७/इमा-२
मंत्रालय, मुंबई ४०० ०३२
दिनांक : २८ नोव्हेंबर, २०१८

- वाचा :** (१) सार्वजनिक बांधकाम विभाग, शासन निर्णय, क्रमांक : सीएटी/२०१७/प्र.क्र.८/इमा-२, दिनांक १२ एप्रिल, २०१७.
- (२) सार्वजनिक बांधकाम विभाग, शासन निर्णय, क्रमांक : सीएटी/२०१७/प्र.क्र.८/इमा-२, दिनांक २७ सप्टेंबर, २०१८.

प्रस्तावना :-

सार्वजनिक बांधकाम विभागामध्ये रस्ते, पूल बांधकाम, परिरक्षण व दुरुस्ती तसेच इमारती बांधकाम परिरक्षण व दुरुस्तीच्या अनुषंगाने विविध प्रकारच्या निविदा मागविताना व सक्षम स्तरावर स्विकृती करून कामे पूर्ण करण्याबाबत विविध सूचना यापूर्वी शासनाने संदर्भान्वये निर्गमित केलेल्या आहेत. सा.बां.विभागांतर्गत निश्चित करण्यात येणाऱ्या सर्व निविदांमध्ये निविदा सोबत कंत्राटदाराने केलेल्या कामाची देयके व मोजमापे तसेच देयके व अन्य पत्रव्यवहारात जोडलेली सर्व कागदपत्रे सत्य / खरी असल्याबाबतचे शपथपत्र जोडणे बंधनकारक केलेले आहे. या शपथपत्रानुसार निविदा सोबत तसेच देयका सोबत जोडलेली कागदपत्रे खोटी / बनावट निघाल्यास कंत्राटदार स्वतः जबाबदार असून सदर बाबतीत ते योग्य त्या कारवाईस पात्र असतात.

२. सा.बां.विभागांतर्गत काही ठिकाणी कार्यांरंभ आदेशापूर्वी किंवा कार्यांरंभ आदेश दिल्या नंतर कंत्राटदाराने निविदे सोबत जोडलेली काही कागदपत्रे खोटी असल्याची बाब निदर्शनास आलेली आहे. कंत्राटदाराने नोंदणीसाठी सादर केलेली कागदपत्रेही खोटी / बनावट असल्याचे निदर्शनास आले आहे. सा.बां. विभागाकडे असलेले मर्यादित मनुष्यबळ, असलेल्या कामाचा व्याप, ई-निविदेमुळे कंत्राटदारांमार्फत अपलोड केल्या जाणाऱ्या मोठ्या संख्येतील कागदपत्रे इत्यादी बाबींमुळे निविदेसोबत जोडलेल्या सर्वच कागदपत्रांची छाननी करून सत्यता पडताळणी (Forensic तपासणी) करणे सा.बां.विभागाच्या अधिकाऱ्यांना शक्य होत नाही. तथापि, सदर बाबतीत क्षेत्रीय स्तरावरील अधिकाऱ्यांना विभागीय चौकशी तसेच भारतीय दंड विधानानुसार पोलिस कारवाईसाठी जबाबदार धरण्यात येत असल्याबाबतची बाब शासनाच्या निदर्शनास आलेली असून या अनुषंगाने या सर्व प्रकरणी शासन स्तरावरही विविध प्रकरणांच्या सखोल अभ्यासाअंती या सर्व बाबींचा सर्वकष अभ्यास करून खालील बाबींवर सविस्तर सूचना या शासन निर्णयाद्वारे प्रस्तुत करण्यात येत आहेत :-

(१) आता यापूढे रु.३ लक्ष आतील स्थानिक व रु.३ लक्ष वरील किंमतीच्या e (ई) निविदेसोबत जोडलेली (अपलोड केलेली) सर्व कागदपत्रे खरी असल्याबाबतचे प्रतिज्ञापत्र (परिशिष्ट-१) ५००/- रुपयाच्या स्टॅम्प पेपरवर लिफाफा क्र.१ मध्ये जोडणे कंत्राटदारास बंधनकारक करण्यात येत आहे. त्यानुसार निविदा कागदपत्रात आवश्यक बदल कार्यकारी / अधीक्षक / मुख्य अभियंता यांनी तात्काळ करावेत. निविदेतील लिफाफा क्र.१ मध्ये तसेच निविदा मंजुरी व नंतर देयके अदा करताना जोडलेली कागदपत्रे खोटी व बनावट असल्याची बाब निविदा उघडल्यानंतर निदर्शनास आल्यास कंत्राटदार पूर्णपणे जबाबदार राहतील. सा.बां.विभागाचे अधिकारी जबाबदार असणार नाहीत याबाबतचा स्पष्ट उल्लेख निविदेत करावा.

(२) निविदा लिफाफा क्र.१ उघडल्यानंतर कंत्राटदाराने निविदेसोबत जोडलेल्या कागदपत्रातील कोणतीही कागदपत्रे खोटी असल्याचे आढळून आल्यास संबंधित अभियंता यांनी लिफाफा क्र.२ न उघडता सदर कंत्राटदाराची निविदा अपात्र ठरवावी. संबंधित कंत्राटदार नोंदणीकृत असल्यास त्यास काळ्या यादीत टाकणेची प्रक्रीया विहित नियमानुसार कंत्राटदारास स्पष्टीकरण देण्याची संधी देणारी नोटीस देऊन व त्याचे स्पष्टीकरण विचारात घेऊन व तपासून त्यास अंतिमतः काळ्या यादीत टाकणेचा प्रस्ताव शासनास सादर करावा. कंत्राटदार नोंदणीकृत नसल्यास त्यास न्यायालयात Caveat दाखल करून व कंत्राटदारास १५ दिवसाची नोटीस देऊन त्यावर कंत्राटदाराचे उत्तर प्राप्त करून छाननीअंती कंत्राटदारास काळ्या यादीत टाकणे बाबतचा प्रस्ताव शासनास सादर करावा. ही बाब महाराष्ट्र शासनाच्या अन्य सर्व विभागांना तसेच शासनाच्या इतर उपक्रमांना कळविण्याची कार्यवाही त्वरीत करावी.

(३) निविदा स्विकृती पुर्वी निविदेसोबत जोडलेल्या कागदपत्रात, कार्यारंभ आदेश स्तरावर व ते निर्गमित केल्यानंतर अथवा निविदा कालावधी, दोषदायित्व कालावधी व पत्रव्यवहार यात व देयक अदा करताना कोणतीही कागदपत्रे खोटी असल्याचे आढळून आल्यास संबंधित अभियंता यांनी भा.दं.वि.सं. अंतर्गत कंत्राटदाराविरुद्ध फौजदारी गुन्हा दाखल करण्याची कार्यवाही तातडीने करावी.

(४) शासनाने रु.१५० लक्ष रकमेपेक्षा जास्त रकमेच्या निविदांसाठी कंत्राटदाराच्या नोंदणीची अट काढून टाकलेली असल्यामुळे सदर बाबतीत निविदा सादर करणाऱ्या कंत्राटदार, व्यक्ती, भागीदारी संस्था, संस्था चालक, कंपनी व्यवस्थापक इ.विरुद्ध संबंधित कार्यकारी अभियंता यांनी भा.दं.वि.सं. अंतर्गत कंत्राटदाराविरुद्ध फौजदारी गुन्हा दाखल करण्याची कार्यवाही तातडीने करावी.

(५) सा.बां.विभागात निविदेसोबत जोडलेल्या बऱ्याचश्या कागदपत्रांची तपासणी महालेखापालांचे स्वतंत्र प्रतिनिधी म्हणून निविदा लिपीक, विभागीय लेखाधिकारी, उप कार्यकारी अभियंता तसेच कार्यकारी अभियंता यांचेकडून केली जाते. पूर्वी याबाबत नियमात स्पष्टता नव्हती, आता या शासन निर्णयानुसार निविदेसोबत जोडलेल्या खोट्या कागदपत्रांसंदर्भात संपूर्णपणे निविदा सादर करणारे कंत्राटदार जबाबदार राहतील. सार्वजनिक बांधकाम विभागाचे निविदा छाननी करणारे अधिकारी जबाबदार राहणार नाहीत.

(६) निविदा स्विकृती कार्यकारी अभियंता, अधीक्षक अभियंता, मुख्य अभियंता तसेच शासन स्तरावरील विविध समित्या यांच्या स्तरावर केली जाते. निविदा स्विकृती नंतर कंत्राटदाराने सादर केलेली कागदपत्रे खोटी आढळल्यास त्यासाठी संबंधित निविदा स्विकृत करणारे अधिकारी/समिती जबाबदार राहणार नाहीत. खोट्या / बनावट कागदपत्रांसाठी कंत्राटदार जबाबदार राहतील व त्यांचेवर भारतीय दंड विधान संहिते नुसार कार्यकारी अभियंता यांनी फौजदारी गुन्हा दाखल करावा.

(७) कार्यारंभ आदेश दिल्यानंतर कंत्राटदारांमार्फत सादर होणाऱ्या देयकांसोबत जोडण्यात आलेली कागदपत्रे खोटी आढळल्यास त्यासाठीही संबंधित कंत्राटदार भारतीय दंड संहितेच्या विविध कलमा प्रमाणे कारवाईस पात्र राहतील, अशा निविदेतील कामे प्रारंभिक स्तरावर असल्यास निविदा रद्द करावी व कंत्राटदारास उपरोक्तप्रमाणे काळ्या यादीत टाकणेत येईल, अशी अट निविदेत समाविष्ट करण्यात यावी व सदर बाबतही वरीलप्रमाणे कार्यवाही करण्यात यावी.

(८) निविदा अंतिम करताना व दोष दायित्व कालावधीत मुळ निविदा व त्या नंतरचा पत्रव्यवहार, कंत्राटदाराची देयके व त्यासोबतची साहित्य खरेदीची व अन्य बाबींची पूर्तता कागदपत्रे, चाचणी अहवाल इ. गुणवत्ता विषयक कागदपत्रे बनावट आढळल्यास त्यास कंत्राटदार संपूर्णतः जबाबदार राहिल. यासाठी सा.बां.विभागाचे अधिकारी / कर्मचारी तसेच विभागीय लेखाधिकारी जबाबदार असणार नाहीत.

(९) या सुचना पूर्वलक्षी प्रभावाने लागू राहतील.

३. या शासन निर्णयाचे काटेकोरपणे पालन होईल याची दक्षता सर्व संबंधित कार्यकारी अभियंता/अधीक्षक अभियंता/ मुख्य अभियंता यांनी स्वतः जातीने लक्ष घालून घ्यावी व याबाबत परिशिष्ट-२ मध्ये नमूद केलेल्या विवरणपत्रात आर्थिक वर्ष संपल्यानंतर पुढील वर्षात मुख्य अभियंता यांनी १ एप्रिल ते १५ एप्रिल पर्यंत व जास्तीत जास्त उशीरा ३० एप्रिल पर्यंत वार्षिक अहवाल सादर करावा.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या वेबसाईटवर प्रसिध्द करण्यात आला असून त्याचा संकेतांक क्रमांक २०१८११२८१३२७०८८८१८ असा आहे. हा आदेश डिजिटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

Sachin
Manikrao
Chivate

Digitally signed by Sachin Manikrao Chivate
DN: c=IN, o=Government Of Maharashtra,
ou=Public Works Department,
postalCode=400032, st=Maharashtra,
2.5.4.20=e51dff58ad80dfdae3976edee46d1bf79
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serialNumber=40ae84322c80d3e4ea1b574eb37
82ed6cb133b938933bdf197ed5a1551d8622a,
cn=Sachin Manikrao Chivate
Date: 2018.11.28 13:35:01 +05'30'

सोबत : (१) परिशिष्ट-१ - रु.५००/- च्या स्टॅम्प पेपर वर कंत्राटदाराने

द्यावयाचा शपथपत्राचा नमूना मराठी व इंग्रजी

(२) परिशिष्ट-२

(सचिन चिवटे)

अवर सचिव, महाराष्ट्र शासन

प्रति,

- १) मा.मुख्यमंत्री यांचे प्रधान सचिव, मुख्यमंत्री कार्यालय, मंत्रालय, मुंबई
- २) मा.मंत्री (सार्वजनिक बांधकाम) यांचे खाजगी सचिव, मंत्रालय, मुंबई
- ३) मा.राज्यमंत्री (सार्वजनिक बांधकाम) यांचे खाजगी सचिव, मंत्रालय, मुंबई
- ४) मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई,
- ५) मंत्रालयीन सर्व विभागातील अपर मुख्य सचिव/प्रधान सचिव/सचिव,
- ६) अपर मुख्य सचिव (गृह विभाग)

यांना विनंती करण्यात येते की, सदरच्या शासन निर्णयातील सूचनांचे पालन करण्याबाबत आपल्या अधिपत्याखालील सर्व संबंधितांना कळविण्यात यावे.

- ७) उपाध्यक्ष तथा व्यवस्थापकीय संचालक, महाराष्ट्र राज्य रस्ते विकास महामंडळ, मुंबई.
- ८) महालेखापाल-१, मुंबई
- ९) महालेखापाल-२, नागपूर
- १०) अधिदान व लेखाअधिकारी, मुंबई/नागपूर
- ११) प्रत, महासंचालक, माहिती व प्रसिध्दी महासंचालनालय, मुंबई यांना प्रसिध्दीसाठी

प्रत, माहिती व आवश्यक कार्यवाहीसाठी,

- १) सर्व मुख्य अभियंते, सार्वजनिक बांधकाम प्रादेशिक विभाग, (विद्युतसह)
- २) मुख्य वास्तुशास्त्रज्ञ, सार्वजनिक बांधकाम विभाग, मुंबई
- ३) संचालक, उद्याने व उपवने, मुंबई
- ४) सर्व अधीक्षक अभियंते, सार्वजनिक बांधकाम विभाग, (विद्युत / यांत्रिकी) / सर्व कार्यकारी अभियंते.
- ५) अधीक्षक अभियंता यांनी आपल्या अधिनस्त विभागातील कार्यालयांना सदर शासन निर्णयाची प्रत अग्रेषित करावी.
- ६) मुख्य अभियंता / अधीक्षक अभियंता, पोलीस गृहनिर्माण व कल्याण महामंडळ, वरळी, मुंबई
- ७) सर्व सहसचिव/उपसचिव/अवर सचिव/कार्यासन अधिकारी, सा.बां.वि.,मंत्रालय, मुंबई
- ८) कार्यासन इमारती-२ (निवड नस्ती).

परिशिष्ट -१

(१) मराठी

नमुना सत्यप्रतिज्ञापत्र (रु.५००/- च्या स्टॅम्प पेपरवर)

सत्यप्रतिज्ञापत्र (Affidavit)

मी ----- वय वर्षे ----- राहणार ----
----- या सत्यप्रतिज्ञा पत्राव्दारे लिहून देतो की, मी ----- या
फर्मचा/ कंपनीचा मालक असून ----- या कामासाठी निविदा सादर करीत
आहे. त्या निविदेच्या लिफाफा क्र.१ मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व
पूर्ण आहेत, त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत, याची मी खात्री केलेली असून असे
शपथपूर्वक खालील अटी व शर्तीसह मान्य करीत आहे. या कागदपत्रांमध्ये काही चुकीची ,
दिशाभूल करणारी, खोटी व तसेच अपूर्ण माहिती आढळल्यास मी भारतीय दंडसंहिता अंतर्गत
कायदेशीर कार्यवाहीस पात्र राहीन.

१. जर कंत्राट कालावधीदरम्यान, मी, माझ्या कार्यालयाने किंवा माझ्या कर्मचा-यांनी
सार्वजनिक बांधकाम विभागाला 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 कालावधीदरम्यान आणि काम समाप्ती नंतर, अंतिम देयक देण्याच्या
तारखेपर्यंत सादर केलेले कोणतेही कागदपत्रे खोटी / बनावट किंवा फसवी आढळल्यास, मी
भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

३. जर काम समाप्तीनंतर दोष दायित्व कालावधी दरम्यान किंवा त्यानंतर कोणत्याही
वेळी, कोणतीही माहिती किंवा कागदपत्रे खोटी/बनावट, फसवी किंवा दिशाभूल करणारी
आढळल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

कंत्राटदाराची सही/शिक्का

(2) English

Affidavit (on Rs.500/- Stamp Paper)

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

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper are found false / fraudulent during contract period and even after the completion of contract (finalisation of final bill).

(Signature of contractor)

(seal of company)

परिशिष्ट - २

खोटी व बनावट कागदपत्रे सादर करणाऱ्या कंत्राटदारावर करण्यात आलेल्या कारवाईचा
तपशील, प्रादेशिक विभाग

अ.क्र	प्रादेशिक विभाग / जिल्हा / सा.बां.मंडळ	खोटी / बनावट कागदपत्रे सादर करणारे कंत्राटदार/ सु. बे. अ. कंत्राटदार / मजूर सहकारी कंत्राटदार संस्था / पूरवठा कंत्राटदारांचे नाव	प्रकरणांचा तपशील व बनावट कागदपत्रे आढळल्याचा दिनांक	कंत्राटदारावर गुन्हा दाखल केल्याचा दिनांक, गुन्हाचा तपशील FIR सह	शेरा
	एकत्रित एकूण				

स्वाक्षरी
(मुख्य अभियंता)

* आर्थिक वर्षात दाखल एकूण प्रकरणांपैकी दोष सिद्ध प्रकरणांची संख्या

GOVERNMENT OF MAHARASHTRA
ZILLA PARISHAD THANE
TENDER DOCUMENT

Name of Work : _____

TAL - _____

Rs _____/-

DISTRICT : THANE

**Executive Engineer,
Rural Water Supply Division
Zilla Parishad Thane**

Contractor

No.of Correction

Executive Engineer

DECLARATION OF THE CONTRACTOR

(To be submitted by contractor on contractor's letter head in pdf format)

Name of Work:

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 submitting this tender.
I/we undertake to use only the best materials approved by Executive Engineer, or his duly authorized 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)**

To,
Tender Inviting Authority
Executive Engineer
Rural Water Supply Division
Zilla Parishad Thane

STATEMENT No.1

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	Works tendered for			Remarks
			Tendered Cost	Cost of remaining work		Estimated cost	Date when decision is expected	Stipulated date or period of completion	
1	2	3	4	5	6	7	8	9	10

Contractor

Executive Engineer

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

Executive Engineer

STATEMENT No.III

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

Name of Tender:-

Sr.No.	Name of Equipment	No.of Units	Kind of make	Capacity	Age & Condition	Present Location	Remarks
1	2	3	4	5	6	7	8

Contractor

Executive Engineer

6

STATEMENT No.III A

List of the Plant and Machinery which the contractor must own in his name.

Name Of the Tender :-

Sr.No.	Description	Nos.	No. of plant/machinery in contractor's own name	Whether documents of ownership attached ?
1	2	3	4	5
1	Hot Mix plant (Drum Type)			
2	Pavr Finisher			
3	Excavator			
4	Diesel Road Roller (8-10 Tones)			
5	Tippers			
6	Vehicles mounted Mechanical Sprayer			

**Contractor
Engineer**

No .of Correction

Executive

7
STATEMENT No. IV

Details of Technical Personnel available with the Contractor.

Name of the Tender:-

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

Executive Engineer

(10)

3.1 The tender should be accompanied by an earnest money deposit which should be paid by Treasury challan in any Government Treasury. Sub Treasury State Bank of India Reserve Bank of India or any Scheduled Bank as a deposit at call separately each work. When the amount is remitted through Treasury challan, it should be credited under the head "Revenue Deposit" in favor of **Executive Engineer Rural water supply Department** Division **Thane** and described as earnest money for the work which the tender is given.

3.2 Tenders who are exempted from payment of earnest money should attach an attested copy of certificate from Government of Maharashtra regarding its exemption.

3.3 Earnest money in any other form of cash or cheque will not be accepted.

3.4 The amount of earnest money will be forfeited in case of successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Executive Engineer and complete the contract documents in all other cases earnest money will be refundable.

3.5 The successful tender shall have to pay, half the Security Deposit in cash or in the form of approved security form and the balance is recoverable through running account bills at the percentage stipulated in the Agreement.

3.6 In the event of failure of the tenderer to pay cash security deposit within 10 days (Unless expended in writing by the Engineer) from the date of receipt of notice (sent by Registered post) of acceptance of his tender, the amount of earnest money shall be forfeited to Govt. and the acceptance of his tender shall be considered as withdrawn Except that, in the event of the notice of acceptance of the tender or being issued within 90/120 days of the date of opening of tenders, the tenders shall; have the option to be intimated in writing in good time before the expiry of (90/120 days period) of withdrawing his tender, in which case the earnest money should be refunded in full. All the tenders shall be kept open for (90/120) days from the date of opening of the tenders.

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

3.8 The acceptance of the tender may be intimated to the contractor telegraphically or otherwise and either by the officer competent to accept the tender or by higher authorized such as Superintending Engineer, Chief Engineer, or Government and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender.

4.1 In case of B2 tender the contractor should quote rate-in Rupees and paisa both in word and figures. The amount of each item should also be worked out by him and requisite total given. The contractor should particularly note the units on which the rates are based in case of difference between the rates, written in figures and words, the rate adopted by the contractor for working out the total amount of the item, shall be taken as correct. In other cases the correct rate would be that which is lower. All the columns in the schedule should be filled in by ink. All pages of tender documents conditions, specifications and drawing etc. shall be initiated at lower left hand corner and signed where required in the tender papers by the tenderer or person holding the power of attorney authorizing him to sign on behalf of the partnership before submission of the tender. All corrections in the tender shall be initialed by the contractor.

4.2 In case of B1 Tender, the tenderer shall enter in the blank space on page No.3 of the printed B1 form under Para "Tender, the work" the Percentage in figures and word and score out one of the words" below/above as necessary under his attention In case there is difference between percentage written in figures and words the lower offer will be taken as final.

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

6. Submission of Tenders:-

The tender should be submitted in two separate sealed covers as under:-

(One sealed cover should contain the following documents only)

- i) Forwarding letter clearly indicating the documents attached therein in case if contractor desires to submit the tender with any condition etc. these condition should also be submitted in the first cover.
- ii) Earnest money in the form of reaccepted challan (Treasury) or original deposit at call of scheduled Bank or certified copy of the certificate of Government of Maharashtra regarding exemption from payment of earnest money.
- iii) Certificate of registration as approved contractor in the appropriate class (or attached copy duly attested by Gazette officer)
- iv) An upto date and valid Income-Tax clearance certificate in original or true copy thereof duly attested by Gazatted officer.
- v) Details of works of similar type and magnitude carried out by the tenderer as per Proforma attached with the tender with the certificate from head of office concerned.
- vi) Details of other works in hand.

(11)

- vii) Details of plant and machinery immediately available with the tenderer for exclusive use on this work as per Perform attached with the tender.
- viii) Details of technical persons who will be exclusively spared for this work by the tenderer as per Proforma attached with the tender.
- ix) In case of partnership Firm attached copy of partnership deed and power of attorney should be attached.
- B) The other sealed cover should contain the tender set itself super scribing the name of work ,Both the Sealed covers should be together submitted to
- 7. Opening of tenders – (i) The authority competent to open the tenders will first opens the sealed cover as mentioned in 6 (A) above in the presence of the tenderers or their authorized representative as may be present on the date and time mentioned in this notice .All the quotation thus received will first be examined by the authority opening the tender and clarifications sought if necessary on the conditions which may have been stipulated by the tenderer and are at variance with the stipulations of the notice inviting tenders.
 - ii) The second sealed cover containing the sealed Quotation will be opened in the presence of tenders of his authorized representatives only after the part of the tender referred to above has been scrutinized and the conditions got clarified if necessary.
 - iii) The sealed quotations based on the Department Design as well as on tender's alternative design when so permitted will be considered for opening only when the authority opening the tender is containing the quotations will not be opened at all but will be returned to the tenderer treating it as invalid and his acknowledgement obtained in token of receipt of the same.
- 8. The contractor will have to sign the original copy of the tender papers and the drawing according to which the work is to be carried out ,he shall also have to give a declaration to the effect that he has fully studied the plans, specifications local conditions availability of labour and materials and that he has quoted his rates with due consideration to all these factors.
- 9. The right is reserved to revise or amend the contract documents prior to the date notified for the receipt to tenders or extended date. Such deviations, amendments or extensions, if any, shall be communicated in the form of corrigendum by letter or/ and by notice in the press as may be considered suitable.
- 10. The tenderer shall in the letter, forwarding the tender, state any points he may wish to make in addition to all points prescribed to be stated under the specifications and conditions of this contract. The Engineer reserves the right to reject any tender if the same becomes a conditional tender there by.
- 11. Examination of drawing and site condition-The tenderer shall in his own interest carefully examine, the drawing conditions of contract specifications etc. He shall also inspect the site and shall acquaint himself about the climate, physical and all other conditions prevailing at site ,the nature ,magnitude ,special features ,practicability of the works ,all existing and required means of communications and access to site ,availability of housing and other facilities ,the availability of labour and material;labour camp site ,stores and godowns etc.He shall obtain all necessary information as to the risks,contingencies and other circumstances which may effect and influence the tender.No claims on any of the above or any other factors will be entertained by the Government,should there be any discrepancy,doubt or obscurity as to the meaning of any of the tender document,or as to the instructions to be observed by him.He shall set forth in writing such discrepancy or doubt or obscurity and submit the same to Executive Engineer.
For elucidation as soon as possible.
- 12. The tender submitted by the tenderer shall remain valid for a period of 90/120 days from the date opening of tenders.Also see para 2 of General Rules etc.of the contract form.
- 13. The contractor (s) whose tender is accepted is required to note that no foreign exchange will be released by the Department.
- 14. Tenders,which do not fulfil all or any of the conditions or are incomplete in any respect are liable to summary rejection.
- 15. Right to reject any or all tenders without assigning reasons there for is reserved.The acceptance of the tender lies with the
- 16. This notice inviting tender shall form part of the tender agreement.
- 17. The successful tenderer will be required to produce to the satisfaction of the specified concerned authority a valid and concurrent licence issued in his favour under the provisions of the Contract Labour (Regular and Abolition) Act.1970.before starting the work.Failure to do so,acceptance of the tender shall be liable to be withdrawn and security deposit forfeited.

**Contractor
Engineer**

Executive

FORM B- 1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

DEPARTMENT :-

CIRCLE :-

DIVISION :-

General Rules and directions for the Guidance of contractors.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of Executive Engineer and signed by the Executive Engineer.

This Form will state the work to be carried out as well as the date for submitting and opening tender, and the time allowed for carrying out the work ,also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tender,and the percentage, if any,to be deducted from bills. It will also state whether a refund of a quarry fees, royalties and ground rents will be granted. Copies of the specification, design and drawings, estimate rate, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

Where the work 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 specifications with design and drawing shall form part of accepted tender.

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

2(A) (i) The contactor shall pay along with the tender the sum of **Rs** /- (Rupees) **In Words** -----
----- **Only** as and by way of earnest money .The contractor may pay the said amount by forwarding along with the tender.* Treasury challan/call deposit receipt or term deposit receipt for a period of one year of any Scheduled bank for the like amount in favour of the Executive Engineer. 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 provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of general Conditions of Contract.

* Strike out which is not required.

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

(iv) In the event of his tender not being accepted,the amount of earnest money deposited by the contractor shall, unless it is prior thereto foreited under the provisions of sub-clause (iii) aove,be refunded to him on his passing receipt therefore.

3. Receipt 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
4. Any person who submits a tender shall fill up the usual printed form staying at what percentage above or below the rates specified in Schedule "B" (memorandum showing items of work to be carried out) he is writing to undertake the work.Only one rate or such percentage on all estimated rates/Schedule rates shall be named.Tenders which propose any alteration in the works specified in the said form of invitation to tender,or in the time allowed for carrying out the work,or which contain any other conditions,of any sort wull be liable to rejection.No prined form of tender shall include a tender or more than one works but if contractor who wish to tender two or more works,thwy shall submit a separate tender for each.Tender shall have the name and number of the work to which they refer,written outside the envelope.
5. The Executive Engineer or his duly authorized Assistant shall open tenders in the presence of the contractors who have submitted tenders or their or their representatives eho may be present at the time,and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted,the contractor shall for the purpose of

identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected the 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 return of the money.

6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the ----- Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tender has not been so filled in and form is issued. If a form issued to an intending tender has not been so filled in and complete he shall request the said office to have this done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the ----- Department and without reference to any local custom.
10. Under no circumstance shall any contractor be entitled to claim enhanced rate for items in the contract.
11. Every unregistered contractor shall (unless exempted in writing by the Superintending Engineer concerned) produce along with his tender a solvency certificate to the extent of 20% of the tendered cost of work from the collector of the District or Tahasildar of Taluka within which he resides or a bankers certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.

OR

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

12. All corrections and additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual methods in use in the ----- Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer decision as to what is the usual method in use in the ----- Department will be final.
14. The tendering contractor shall furnish a declaration along with the tender showing all works for which he had already entered into contract, and the value of work that remains 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.
16. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for.

II signature of the officer
By whom accepted.

Date day of
Assistant)

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 assings) 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 thind 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 wull amount to * ----- percent of all moneys so payable such deductions to be held by Government 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 from any sums which may be due or may become due by Government to the contractor under any other contract or transaction if any nature on any account whatsoever and in the event of his security deposite 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 withi 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 alongwith 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 alongwith 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 retification 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 department on rectification work.

(Compensation for delay)

Clause 2 - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract on the proceed with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pasy 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 s estimated cost of the whole work as shown by th tenderer for every day that the work remain 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.

Of the work in	25%	of the time
	50%	
	75%	
	100%	

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

Shall be fixed and interested in the blank spaces 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 wull usually be found suitable :-

In 1/1, 1/2, 3/4, of the time

Reasonable progress of earth of each work. 1/6,1/2,3/4 of the total value of the work to bw 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 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 10 percent of the estimated cost of the work as shown in the tender.

(Action when whole of security deposit is forfeited.)

Clause 3 – In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit (whether paid in one sum or deducted by instalments) 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.

- (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 contracts. The certificate of Executive Engineer as to the cost and other allied expenses so incurred and as to the value of work so done departmentally shall be final conclusive against the contractor.
- (c) To order that the work of the contractor to be measured up and to take such part thereof as shall be unexecuted out of his hand, and to give it to another contractor to be 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 certificate in writing of 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 clauses (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 contractor 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 as a result of his having purchased or produced any materials, or entered into any engagement, or made any advance on account of the work with a view to the execution of the work or the performance of the contract.

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

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

(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 5 - In any case in which any of the powers conferred upon the Executive Engineer by clause 3 & 4 hereof shall 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 sub-clause (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 alternatives the Executive Engineer may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized 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 expenses 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 expenses of any such removal and the amount of the proceed and expenses of any such sale shall be final and conclusive against the contractor.

(Extension of time)

Clause 6 – If the contractor shall desires and extension of the 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.

(Final certificate)

Clause 7 - On the completion of the work 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 promises 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 measurement 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 clauses as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date, fixed for the complete 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 incur, 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 estimate 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 payment 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 measurement and of the total amount payable for the work shall be final and binding on all parties.

(ayment at reduced rates on account of items of work not accepted as competed]to be at the discretion of the Engineer-in-charge)

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

(Bills to be on printed forms)

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 ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

(Stores supplied by Government)

Clause 12 – If the specification or estimate of the work provides for the use of any special description of material to be supplied from the 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 ----- Department 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 materials supplied to him as aforesaid but remaining unused by him for any wastage in or damage to any such materials.

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.

(Works to be executed in accordance with specifications, drawing, orders, etc.)

(Alteration in specifications and design not to invalidate contract)

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 instruction 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, 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 the order free 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 Drawing and Rs.1 per working drawing except where otherwise specified.

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

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Clause 14 – The Engineer-in-charge shall have power to make any alteration in or additions to the original specifications, drawings, design 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 in all respects on which he agreed to do the main 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 rate mutually agreed upon between Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the schedule of Rates of the Division is 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 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 rate 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 carried out or expenditure incurred by him prior to to the determined 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 circle will be final.

Where , however , the work is to be executed according to the 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.

(No claim to any payment or compensation for alteration or restriction of work)

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 rescinded 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 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 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.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty t withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer , within 30 days of the expiry of the said period of 90 days , 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 obligation to complete the remaining unexecuted work under his contract .On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be fianally 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 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

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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

(No claim to compensation on account of loss due to delay in supply of materials by the Government.)

(4)In the event of

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

(ii)Withdrawal 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 days.

(iii)Curtailment in the quantity of item or items originally tendered on account of any alteration , omission or substitution in the specifications,drawings,design or instructions under clause 14(1) where which such curtailment exceeds 25% in quantity and the value of the quantity and 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)notice of 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 to 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 are of quantity and specifications approved by the Engineer.

(No claims to compensation account of loss due to delay in supply of materials by Government)

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

(i)Difficulties to the supply of railway wagons.

(ii)Force majeure

(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 marterials , 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.

(The limit for unforeseen claims)

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

(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 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 unslifful workmanship or with materials of inferior quality ,or that any materials or articles to be provided by him for the execution of the work are unsound ,or of a quality inferior to the contractor 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 to 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 at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer –in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation ate the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so

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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 respect of the contractor. Should the

Engineer –in-charge consider that any such inferior work or materials as described above may have accepted or made use or ot shall be within his discretion to accept the same at such reduced as he may fix therefore.

(Work to be open to inspection)

(contractor or responsible agent to be present)

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

(Notice to be given before work is covered up)

Clause 19- The contractor shall 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 reach of measurement any work without 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 and shall not cover up or place beyond the reach of measurement of any work without the consent in writing Engineer –in-charge subordinate or his 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 unconcerned at the contractors expenses, and if 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 -----months/years from the date of completion as certified by the Engineer–in-charge pursuant to Clause –7 of the contract or -----months/years after commissioning the work ,whichever is earlier in the option of the Executive Engineer, the said work is defective in many 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 completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of Unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the 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 the 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 in curried 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 Govt ,the same may 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 if the said work or any other work whatsoever of from the amount of security deposit retained by Government.

(Contractor to supply plant, ladder, scaffolding etc.)

Clause 21 - The contractor shall supply at his own cost all materials (except such 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 execution of the work ,whether in the original altered or sub stained from and whether included in the specification or other documents forming part of the contract or referred to tin 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 of materials necessary for the purpose of setting out works and counting .weighing and assisting in the measurement or examination at nay time and from time to time of the work or the materials ,failing which the same may be provided by Engineer–in-charge the expense

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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 proceeding to any such person for injury sustained owing to neglect of the above precautions,and to pay any damage and cost which may be awarded in any such suit action or proceeding to any such person.

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

- (a) Suitable Scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means
- (b) A scaffold shall not be constructed, taken down or substantially altered except
 - (i) Under the supervision of competent and responsible person and
 - (ii) as per as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffold and applicants connected there wit hand 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 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 –
 - 1) Be so Constructed that no part there of can sag unduly or unequally
 - 2) Be so Constructed and maintained having regard to the prevailing conditions as to reduce as far as Practicable risks of person tripping or slipping ,and
 - 3) be kept free from any unnecessary obstruction
- (j) In the case of working platform, gangway, working place and stairways at the height exceeding meters (to be specified)
 - 1) every working platform and every gangway shall be closely bordered unless other adequate measures are taken to ensure safety
 - 2) Every working platform and gangway shall be have adequate with and
 - 3) 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 precautions shall be taken to prevent the fall of persons of materials .
- (l) When person are employed on roof where there is a danger of falling from 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 maeans of access shall be provided to all 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
 - (1) be of good mechanical construction, sound material and adequate strength and free from permanent defect
 - (2) be kept in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials 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 testrd after erection on the site and before use and be re-exzmined 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

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- (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 mackine ,including as scaffold which ,or give signals to the operator
- (g) In the case of every hoisting machine and every chain,ring,hock,shackle,swivel and pully 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 sfe 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 reffered 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 nof 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.

(Measures for prevention of firm)

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.

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

Clause 23 – Compensation for all damages done intentionally by contractor's 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 a 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.

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

(Employment for female labour)

Clause 24 – The employment of female labours on works in neighbourhood of soldiers barracks should be avoided as far as possible

(Work on Sunday)

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

(Work not to be 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)

Clause 26 – The contract shall not be assigned or sublet without the written approval of the Engineer –in-charge. And if the contractor shall assign or sublet his contract, or attempt 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 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 of any work therefore actually performed under the contract.

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

Clause 27- All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss of damage sustained and whether any damage has or has not been sustained.

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.

(Change in the constitution of firm to be notified)

Clause 29 – All works to be executed under the contract shall 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 power delegated to him by Government under the code, rules then in force, the decision of Superintending Engineer of the circle for the time being shall be final, conclusive, and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawing and instruction, 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, in any way arising

out of ,or relating to the contract ,designs ,drawing ,specifications estimates in subtractions , orders,or these conditions or otherwise concering the works,or the execution,or failure to execute the same ,whether arising, during the progress of the wotk 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 (Rs. 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 who if convinced that Prima-Facia the contractors 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 tp 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 elsewhere.The value of such stores and articles elsewhere .The value of such stores and articles as may be supplied to the contractor by the Engineer in charge to obtain such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his 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 teen incurred in obtaining delivery of the same at the satores aforesaid.x

(Lumpsums in estimates)

Clause 32 –When the estimate on when a tender is made includes lump sums in respect 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 reates as are payable under this contract for each item,or if the part of work inquisition is not in the opinion of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

(Actions where on specifications)

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 accordancewith all instructions and requirements of the Engineer-in-charge.

(Defination of work)

Clause 34 –The expression work 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

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under or in virtue of the contract.Wether temporary or permanent and whether original altered substituted or additional.

(Contractors percentage whether applied to net or gross amount of bill)

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

Clause 36 – All quarry fees ,royalties.octroi dues and ground rent for stacking materials,if any,should be paid by the contractor,who will,however,be entitled to a refund of such of the charges as are permissible under rules ,on obtaining a certificate from the Engineer-in-charge that the materials where required for use on Government work.

(Refund of quarry fees and royalties.)

(Compensation under Workmens Compensation Act)

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

Clause 37 A - The contractor shall be responsible for and shall pay the expenses 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 to the contractor.

Clause 38 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 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 those concerned
- (b) When work is carried on in proximity to any place where there is 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

(Claim for quantities entered in the tender or estimates)

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.

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 tender rates shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specification 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 tendered 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 taken to be

Rs------(in word)-----

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.

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

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

(a) Tendered quantity plus

(b) 25% excess of 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, convict or other labour of particular kind or class if ordered in writing to do so by the Engineer-in-charge.

(Claim for compensation for delay in starting the work)

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

(Claim for compensation for delay)

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

(Entering upon or commencing any portion of work)

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

(Minimum age of persons employed,the employment of donkeys and/or other animals and the payment of fair wages)

Clause 43 –

- (i) No contractor shall employ any person who is under the age of 12 years.
- (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)
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Engineer-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government of any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the work employed by him, in the contractor undertaken by him. In the event of any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer, who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.
- (vi) The contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- (vii) The contractor to take precaution against accidents which taken place on account of labour using loose garments while working near machinery.

(Method of payment)

Clause 44 – Payment to contractor 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.

(Acceptance of conditions compulsory before tendering for work)

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

(Employment of scarcity labour)

Clause 46 – If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer or be any person whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection

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with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final binding on the contractor.

(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)

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 permissible under Hoarding and Profiting Ordinances, 1948 as amended from time to time, If the price quoted exceeds the controlled price or the permissible under Hoarding and Profiting Prevention Ordinance the contractor will specifically mention his fact in his tender along with the reason for quoting such higher prices. The contractor 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 or the permissible under the Hoarding and Profiting Prevention Ordinance. The 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 cesses & 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.

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

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 Department's Scheme .

Provided, however that if the required unskilled labour are not available locally, the contractor shall in the first instance employ such number of persons as is available and there after 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 labours 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 Apperntices Act 1961 and the rules and the order 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 provision of Act . The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of applicable to the area in which the work of the contractor 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 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 arrear of Land Revenue.

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

Clause 53 – The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work in particular to workmen employed by the contractor and working on the site of the work .In particular the contractor shall pay wages to each worker employed by him on the site of the work 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

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part thereof less paid by the Contractor as the case may be the amount so paid by the Government to such workers shall be deemed to be arrears of Land Revenue and the Government shall be entitled to recover the same as such from the Contractor or deduct same from the amount payable by the Government to the Contractor hereunder or from any other amount/s payable to him by the Government.

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

(Relation with Public Authorities)

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

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

(c) The Contractor shall carry out anti-malaria measures in the area as per guide lines prescribed under National Malaria Eradication Programme and as directed by the joint Director (Malaria and Filariasis) of Health Services ,Pune

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

Chief Executive Officer
Zilla Parishad Thane