

(For Official use only)



GOVERNMENT OF MAHARASHTRA
FOREST DEPARTMENT

'B-1' e-TENDER FORM

FOR

Tender Reference No. **SH-FTI-06/2023-24**

Name of work:

**PROVIDING SPECIAL REPAIRS TO LADIES HOSTEL FOR
GIRLS AT FOREST TRAINING INSTITUTE SHAHAPUR
TAL.SHAHAPUR DIST THANE**

DIRECTOR FOREST TRAINING INSTITUTE.

TENDER DOCUMENT

Name of work:

PROVIDING SPECIAL REPAIRS TO LADIES HOSTEL FOR
GIRLS AT FOREST TRAINING ISNTITUTE SHAHAPUR
TAL.SHAHAPUR DIST THANE

TENDER NOTICE

Government of Maharashtra
Forest Department,
Forest Training INSTITUTE, Shahapur

E-Tender Notice No. SH-FTI-06/2022-23

Online e-Tender Forms, in B-1 Format, for the following work are invited by the Director **Forest Training INSTITUTE, Shahapur**, Phone No.02527-272086 from the Contractors registered with the Government of Maharashtra PWD, MJP, CIDCO, MIDC, ZP in Appropriate class of e- Tender works.

The blank tender documents should be downloaded from Government website <https://mahaetenders.gov.in> as per the detailed time schedule displayed on the portal. Blank Tender documents will not be sold by this office; interested Contractors have to download tender documents from the website. The blank tender document cost Rs 1000 is to be paid online in the favour of **Director Forest Training INSTITUTE, Shahapur** on the **e-payment gateway** of the portal. For any queries in this regard the interested Contractors can contact on telephone no **022-25421373** during office hours and the **NIC Tenders Helpdesk**.

The Contractors participating for first time in *e-tendering Bids* will have to procure **Digital Signature Certificate, Username & Password** from the competent authorities as per guideline mentioned on homepage of the website.

If any assistance is required regarding e-Tendering (upload/download) please contact NIC 'Tenders Help Desk'.

Sr. No.	Name of work	Estimated cost	Earnest Money Deposit (Rs.)	Time limit for completion in days	Class of Contractor	Cost of Tender Form (Rs.) (Non - Refundable)
1.	PROVIDING SPECIAL REPAIRS TO LADIES HOSTEL FOR GIRLS AT FOREST TRAINING ISNTITUTE SHAHAPUR TAL.SHAHAPUR DIST THANE	7097065	70000	6 Month	As per Government Rules	1000 + 180 *GST

* To be paid on the e-payment gateway only.

- 1) To view Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Documents and its supporting documents, kindly visit following e-tendering website of Government of Maharashtra <https://mahatenders.gov.in>

- 2) The e-tender will be opened online by the **Director Forest Training INSTITUTE, Shahapur**, on the date and time as specified in the 'Time Schedule' (if possible).
- 3) No changes are to be made by the Contractor in the tender documents published on the website. If any changes are made, the tender documents will be rejected & action will be taken accordingly against the Contractor. Information published on the government website will be final.
- 4) Right to reject any or all the tenders without assigning any reason thereof is reserved.

**Director
Forest Training INSTITUTE,
Shahapur**

B-1 e-TENDER FORM

'SCHEDULE - A'

Name of work: PROVIDING SPECIAL REPAIRS TO LADIES HOSTEL FOR GIRLS AT FOREST TRAINING ISNTITUTE SHAHAPUR TAL.SHAHAPUR DIST THANE

Schedule showing (approximately) the materials from the stores for the work contracted to be executed and the rates at which they are to be charged for:

S.No.	Particulars	Quantity (Approximately) Required	Unit Rate in Rs.	Remarks
----- <u>NIL</u> -----				

Note: All materials should brought by the Contractor at his own cost.

CONDITIONS FOR SCHEDULE 'A'

1. The persons or Firm submitting the tender should see that rates in the above schedule are filled up by the Tendering Authority, i.e. **Director Forest Training INSTITUTE, Shahapur** on the issue of the forms prior to submission of the tenders.
2. The cost of cement shown is inclusive of cost of empty cement bags. The empty cement bags need not be required to the department by the Contractors.
3. The charges for conveyance of the material from the place of delivery to the site of work will be borne by the Contractor. All the materials shall be made available for delivery on working days during office hours.
4. The quantities noted in Schedule 'A' are approximate and shall vary according to the actual and bonafied use in this work.

FORM B-1

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

DEPARTMENT	:	FOREST DEPARTMENT
CIRCLE	:	CCF(Research Education and Training Pune)
DIVISION	:	Director Forest Training INSTITUTE Shahapur
Name of Work	:	PROVIDING SPECIAL REPAIRS TO LADIES HOSTEL FOR GIRLS AT FOREST TRAINING ISNTITUTE SHAHAPUR TAL.SHAHAPUR DIST THANE

General Rules and Directions for the Guidance of Contractors

1.
 - i. All works proposed to be executed by contract shall be notified on the 'e-tender' portal of the Government of Maharashtra.
 - ii. Where the works are proposed to be executed, according to the specifications recommended, by a Contractor and approved by the competent authority on behalf of the Governor of Maharashtra, such specifications with designs and drawings shall form part of the accepted tender.
 - iii. In the event of the tender being submitted by a firm, it must be digitally signed by such partner thereof, and in the event of the absence of any partner, it shall be digitally signed on his behalf by a person holding a power of attorney authorizing him to do so.
2.
 - i. The Contractor/Tenderer shall pay along with the tender the sum of **Rs.70000 (in words) Rupees Seventy thousand Only**) as and by way of earnest money. The Contractor shall pay the said amount on the *e-payment Gateway only*, in favour of The **Director Forest Training INSTITUTE, Shahapur**. The said amount of earnest money shall not carry any interest whatsoever.
 - 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 Condition of Contract.
 - iii. If, after submitting the tender, the Contractor withdraws his offer, or modifies the same or if after the acceptance of his tender the Contractor fails or neglects to furnish the balance of security deposit, without prejudice to any other rights and powers of the government hereunder, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by the Contractor.
 - iv. In the event of the tender not being accepted, the amount of the earnest money deposited by the Contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him online by the payment gateway to the Bank Account specified by the Contractor in the *e-tendering* process.

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 Contractor describes in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.
4. Any person who submits a tender shall fill up the Tender Form online, stating at what percentage above or below the rates specified in schedule "B" (memorandum showing items of work to be carried out) is the Contractor willing to undertake the work.
5. The Assistant Conservator of Forests or his duly authorized Assistant shall open tenders online, on the specified date and time. In the event of a tender being accepted, the Contractor shall sign copies of the specifications and other documents mentioned in Rule-1. In the event of the tender being rejected, the Competent Officer shall authorize online, to refund the amount of the earnest money deposited, to the Contractor.
6. The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. 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.
8. Under no circumstances shall any Contractor be entitled to claim enhanced rates for items in this contract.
9. 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.
10. The measurements of work will be taken according to the usual methods in use in the Department and no proposal to adopt alternative methods will be accepted. The Assistant Conservator of Forests' decision as to what is the usual method in use in the department will be final.
11. The tendering Contractor shall furnish a declaration along with the tender, showing all works for which he has already entered in to contract, and the value of work that remains to be executed in each case.
12. Every Tenderer shall furnish along with the tender, information regarding the income tax circle or ward of the district in which he is assessed to income tax reference to the number of assessment and the assessment year and a valid income tax clearance certificate.
13. The Contractor shall also give a list of machinery in their possession and which they propose to use on the work in the form of Statement No: III.
14. Every Contractor should furnish a statement showing previous experience and technical staff employed by him, in the form of Statement No: IV.
15. Successful Tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions of contract labour (Regulation & Abolition Act 1970) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
16. The Contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Range Forest Officer may in his discretion cancel the contract.

The Contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

17. Wherever the word Forest Department appears in this contract the "Forest Department of the Government of Maharashtra" shall be implied.

Memorandum for the Tendered work

a.	General Description Name of work:	PROVIDING SPECIAL REPAIRS TO LADIES HOSTEL FOR GIRLS AT FOREST TRAINING ISNTITUTE SHAHAPUR TAL.SHAHAPUR DIST THANE
	Tender ID	
	Tender Reference No.	SH-FTI-06/2023-24
b.	Estimated Cost	Rs. 7097065
c.	Earnest Money	Rs. 70000
d.	Security Deposit	Rs 280000
	i. By demand draft from successful bidder within 3 working days after finalization of the tender	Rs. 140000
	ii. To be deducted from the current bills	Rs 140000
	iii. Additional Security Deposit (if required)	Nil
e.	Percentage, if any to be deducted from bills so as to make up the total amount required as security deposit by the time.	(4%) four percent
f.	Time allowed for the work from date of order to commence	365 Days only. (12 months)

1. I/We say that I/We have deposited the sum of Rs. 70000 (**Rupees Seventy Thousand Only.**) through the online payment gateway, representing the earnest money. The earnest money amount shall not bear interest and shall be liable to be forfeited to the Government should I/We fail to:

i. abide for the stipulation to keep the offer open for the period mentioned above.

or

ii. sign and complete the contract document as required by the Range Forest Officer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in items of the Tender Form and the General Conditions of Contract. The amount of earnest money may be adjusted

towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

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

The amount deposited online as e-payment on the 'E-Tender Payment Gateway' for the sum of Rs. 71180 **(in words) Rupees Seventy One Thousand One Hundred Eighty Only representing the E.M.D. and the Tender document charges**, the full value of which is to be absolutely forfeited to Government, should I/We not deposit the full amount of S.D. (Security Deposit) specified in the above memorandum, in accordance with clause 1(A) of the Tender Condition.

Signature of Contractor

Witness:

1) Signature:

Name:

Address:

2) Signature:

Name:

Address:

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

**Director
Forest Training INSTITUTE,
Shahapur**

TENDER CONDITIONS

CONDITIONS OF CONTRACT

Clause 1.

The person/persons whose tender may be accepted (hereinafter called "The Contractor" which expression unless excluded by or repugnant to the context, include his heirs, executor, administrators, and assigns) shall:

(A) within 03 working days (which may be extended by the Dy. Conservator of Forest concerned up to 15 days if the Dy. Conservator of Forest thinks fit to do so) on the receipt by him of the notification of the acceptance of his Tender deposit with the Range Forest Officer in cash or Govt. securities endorsed to the Range Forest Officer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender;

(B) (Permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will amount to 4% (Four percent)* of all moneys so payable such deductions to be held by Government by way of security deposit) Provided always that in the event of the Contractor depositing a lump sum by way of security deposits as contemplated as (A) above then and in such case, if the sum so deposited shall not amount to 4% (Four 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 4% (Four percent) by deducting a sufficient sum from every sums as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums Which may be due or may become due by Government to Contractor under any other contract or transaction of any nature on any account

Security deposit

***PWD, Resolution No.
CAT 1087/CR-94/Bldg.2
dl. 14.06.89.E/C.Manual***

whatsoever and in the event of his security deposit being reduced by reason of any -		
such deduction or sale as aforesaid the Contractor shall within 10 (Ten) days thereafter make good in cash or Government securities endorsed as aforesaid any sum of sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor be converted into interest bearing securities provided that the depositor has expressly desired this in writing. The security deposit will not be accepted in the form of Insurance Company Bonds as per Government order contained in No. CCM/PWD/CAT/ 4350, Dt.27.2.1956. If the amount of the security deposit to be paid in lump sum within the period specified at (A) above is not paid the tender/contract-already accepted shall be considered as cancelled and legal steps shall be taken against the Contractor for recovery of the amounts. The amount of the security deposit lodged by a Contractor shall be refunded, if the date up to which the Contractor has agreed to maintain the work in good order is over. The amount of security deposit' retained by the Government shall be released after expiry of the period up to which the Contractor has agreed to maintain the work in good order is over. In the event of the Contractor failing or neglecting to complete rectification work within the period up to which the Contractor has agreed to maintain the work in good order then, subject to provisions of clauses 17 and 20 hereof the amount of security deposit retained by the Government shall be adjusted towards the excess cost incurred by the department on rectification work.		
Clause 2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by		<i>Compensation for delay.</i>

the Contractor. Compensation for delay the Contractor shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (Time being deemed to be the essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Dy. Conservator of Forest (whose decision in writing shall be final) may decide, of the estimated cost of the whole work as shown by the Tenderer for every day that the work remains uncommenced or unfinished, after the proper dates. And further to ensure good progress during the 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. 1/6 of the work in 1/4 of the time. 1/2 of the work in 1/2 of the time. 3/4 of the work in 3/4 of the time. Note: -The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contract after taking into consideration the circumstances of each case and the Contractor shall abide by the program of detailed progress laid down by the Range Forest Officer. The following proportion will usually be found suitable: In 1/4, 1/2, and 3/4 of the time. Reasonable progress of earthwork: 1/6, 1/2, and 3/4 of the total value of the work to be done. Reasonable progress of masonry work: 1/10, 4/10, and 8/10 of the total value of the work to be done.		
In the event of the Contractor failing to comply with these conditions he shall be liable to pay as		

compensation an amount equal to one percent, or such smaller amount as the Dy. Conservator of Forest (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 provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. The Deputy Conservator of Forests shall be the final authority in this respect.		
Clause 3. In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installment) or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause, the Range Forest Officer, on behalf of the Government of Maharashtra, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government. (a) To rescind the contract (of which rescission notice in writing to the Contractor under the hand of Range Forest Officer) shall be conclusive evidence and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Government. (b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work expenditure incurred on tools and plant and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the		<i>Action when whole of security deposited is forfeited.</i>

Contractor under the term of his contract. The certificate of the Range Forest Officer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.		
(c) To order that the work of the Contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another Contractor to complete in which case all expenses incurred on advertisement for fixing new contracting agency, additional supervisory staff including the cost of the work-charged establishment and the cost of the work executed by the new contract agency will be debited to the Contractor and at the value of the work done or executed through the new Contractor shall be credited to the Contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Range Forest Officer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work so done shall be final and conclusive against the Contractor. In case the contract is rescinded under the clause (a) above, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him under this contract unless and until the Range Forest Officer, who shall have to certify in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the course referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new Contractor and other allied expenses exceeding the value of such work credited to the		

for past and future compensation shall remain unaffected. In the event of the Range Forest Officer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, material and stores in or upon the works of the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates, to be certified by the by the Range Forest Officer whose certificate thereof shall be final. In the alternative the Range Forest Officer may, after giving notice in writing to the Contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice, and in the event of the Contractor failing to comply with any such requisition, the Range Forest Officer may remove them at the Contractor's expenses or sell them by auction or private sale, at risk and on account of the Contractor and at his risk in all respects and the certificate of the Range Forest Officer as to the expenses of any such removal and the amount of proceeds and expenses of any such sale shall be final and conclusive against the Contractor.		<i>Power to take possession of or require removal of or sell Contractor's plant.</i>
Clause 6. If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground shall apply in writing to the Range Forest Officer 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 aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Range Forest Officer, or in the opinion of the Dy.		Extension of time

Conservator of Forests as the case may be, if in his opinion, there were reasonable grounds for granting an extension, grant such an extension as he thinks necessary or proper. The decision of the Dy. Conservator of Forests in this matter shall be final.		
Clause 7. On the completion of the work the Contractor shall be furnished with a certificate by the Range Forest Officer (hereinafter called the Range Forest Officer) of such completion, but no such certificate shall be given nor the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Range Forest Officer or where the measurement have been taken by his subordinates until they have received approval of the Range Forest Officer, the said measurements being binding and conclusive against the Contractor. If the Contractor fails to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Range Forest Officer, 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 of all expense so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually recalls by the sale thereof.		<i>Final certificate.</i>
Clause 8.		

No payment shall be made for any work estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the Contractor shall, on submitting a monthly bill thereof be entitled to receive payment proportionate to the part of the work then approved and passed by the Range Forest Officer, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Range Forest Officer, from requiring any bad, unsound imperfect or unskillful work to be removed and taken away and reconstructed or recreated nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall include, determine or affect in any other way the powers of the Range Forest Officer to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Range Forest Officer certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.	<i>Payment on intermediate certificate to be regarded as advances.</i>
Clause 9. The rates for several items of work estimated to cost more than Rs.1000 agreed to within, shall be, valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as completed by the Range	<i>Payment or reduced rates on account of items of work not accepted as complete, to be at the discretion of the Officer-in-charge</i>

Forest Officer, 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.		
Clause 10. A bill shall be submitted by the Contractor in each month or before the date fixed by the Range Forest Officer for all work executed in the previous month, and the Range Forest Officer shall take or cause 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 Range Forest Officer may depute subordinate to measure 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 Range Forest Officer may prepare a bill from such list which shall be binding on the Contractor in all respects.		<i>Bill to be submitted monthly</i>
Clause 11 The Contractor shall submit all bills on the printed forms to be had on application at the office of the Range Forest Officer. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered to pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work. Clause 12 If the specification or estimate of the work supplied provides for the use of any special description of materials to be supplied from the stores of the Dept. store or if it is required that the Contractor shall use certain stores to be provided by the Range Forest Officer. (Such material and stores and the prices to		<i>Bills to be on printed forms</i> <i>Stores supplied by Government</i>

be charged thereof 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 of 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 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 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 on no account be removed from the site of the work, and shall at all times be open for inspection by the Range Forest Officer. Any such materials unused and in perfectly good condition at the time of completion or determination of the Contractor shall be returned to the Department store if the Range Forest Officer so requires by a notice in writing given under his hand but the Contractor shall not be entitled to return any such materials except with the consent of the Range Forest Officer and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.		
Clause 12 (A). All stores 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 Range Forest Officer or his authorized agent at all the times.		
Clause 13.		

The Contractor shall execute the whole and every part of the work in the most substantial and in workman like manner and both as regards materials and every other respect, 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 Range Forest Officer and lodged in his office and to which the Contractor shall be entitled to have access for the work during office hour. The Contractor will be entitled to have access for the work during office hour. The Contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender alongwith the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.500/- per set of contract drawing and Rs.500/- set of working drawing except where otherwise specified.	<i>Works to be executed in accordance with specifications, drawings, orders etc.</i>
Clause 14. The Range Forest Officer shall have power to make any alteration in or additions to the original specifications, drawings, designs and instrumentations that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Range Forest Officer and such alteration shall not invalidate the contract and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified the lender 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 District	<i>Alternation in specifications and designs not to invalidate contract.</i>

or at the rates mutually agreed upon between the Range Forest Officer 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 District is ordered to be carried out before the rates are agreed upon then the Contractor shall within seven days of the date of receipt by him of the order carry out the work, inform the Range Forest Officer of the rate which it is his intention to charge for such class of work and if the Range Forest Officer does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that the Contractor shall commence work or incur any expenditure in reward thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Range Forest Officer. In the event of a dispute, the decision of Dy. Conservator of Forests will be final.		<i>Rates for works not entered in estimate or schedule of rate of the district.</i>
Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the Contractor and accepted by the competent authority the alteration above referred to shall be within the scope of such designs, drawings, and specifications appended to the tender. The time limit for the completion of the work shall be extended in the proportion that increase in its cost occasioned by, alterations or additions bears to the cost of the original contract work, and the certificate of the Range Forest Officer as to such proportion shall be conclusive. (B&C depts. No. C/R-Memo-No. CAT-1268/59382-Q Dt. 14.3.1974.		<i>Extension of time in consequence of additions or alternations</i>

Clause 15: - 1. If at any time after the execution of the contract documents the Range Forest Officer shall, for any reason whatsoever (other than default on the part of the Contractor for which the Government is entitled to rescind the contract), desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the Contractor a notice in writing of such desire and upon the receipt of such notice the Contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Range Forest Officer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the Contractor. The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.	<i>No claim to any payment or compensation for alteration in or restriction of work.</i>
2. Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the Contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days' prior notice in writing to the Range Forest Officer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Range Forest Officer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under	

	his contract. On receipt of such notice the Range Forest Officer shall proceed to complete the measurements and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.	
3.	Where the Range Forest Officer requires the Contractor to suspend the work for period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Range Forest Officer within 30 days of the resumption of work after such suspension of payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remaining idle on the site or on the account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the Contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Range Forest Officer in this regard shall be final and conclusive against the Contractor.	
4.	In the event of- i) Any total stoppage of work on notice from Engineer under Sub Clause (1) in that behalf. ii) Withdrawal by the Contractor from the Contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.	

OR iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs or instructions under clause (14) (1) where such curtailment exceeds 25% in quantity and the value of the(quantity curtailed beyond 25 percent at the rates for the item specified in the tender is more than Rs.5000/- It shall be open to the Contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment to produce to the Range Forest Officer satisfactory documentary evidence that he had purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Range Forest Officer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by Contractor. (Amended vide govt. in P.W.&H. Dept's. circular memorandum No. CAT-1208/59382-96/K-II, dt. 22.02.1978). The Government shall thereafter take over the material so offered, provided the quantities, offered, are not in excess of the requirement of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Range Forest Officer.	
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	<i>No claim to compensation on account of loss due to delay in supply of material by Government.</i>

in supply of materials entered in schedule A where such delay is caused by. i. Difficulties relating to the supply of railway wagons. ii. Force-de-majeure iii. Act of God iv. Act of enemies of the State or any other reasonable cause beyond the control of Government. In the case of such delay in the supply of materials, Government shall grant the Contractor, as shall appear to the Range Forest Officer as to the extension of time, shall accept such extension of time for the completion of the work as final. Clause 16. Under no circumstance, whatever may be, the Contractor shall be entitled to any compensation from Government on any account unless the Contractor shall have submitted a claim in writing to the Range Forest Officer within one month of the case of such claim occurring	<i>Time limit for unforeseen claims.</i>
Clause 17: - If any time before the security deposit or any part thereof is refunded to the Contractor, if it appears to the Range Forest Officer or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Range Forest Officer to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed,	<i>Action and compensation payable in case of bad work P.W.D. Resolution No. CAT/1087/CR-94/Bldg-2 dt. 14.06.1989</i>

certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provided other proper and replace them with suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Range Forest Officer in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding 10 days, during which, if the failure so continues and in the case of any such failure the Range Forest Officer may rectify or remove and re-execute the work or remove, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. Should the Range Forest Officer consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.		
Clause 18. A work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Range Forest Officer and his subordinates, and the Contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Range Forest Officer and his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive order and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and as if they had been given to the Contractor himself.		<i>Work to be open to inspection.</i> <i>Contractor or responsible agent to be present.</i>

Clause 19.

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

Notice to be given before work is covered up.

Clause 20.

If during the period of 6 (Six) Months from the date of completion as certified by the Range Forest Officer pursuant to Clause-7 of the contract or 6 Months after commissioning the work, whichever is earlier, in the opinion of the Range Forest Officer, the said work is found defective in any manner whatsoever, the Contractor shall forthwith, on receipt of notice in that behalf from the Range Forest Officer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Range Forest Officer. 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 Range Forest Officer get the same executed and carried out

Contractor liable for damage done and for imperfections

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 Government the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of Range Forest Officer shall be final and binding on the Contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and on the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government; the same may be recovered from the Contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the Contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by the Government.		
Clause 21. The Contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Department Stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works requisite for the proper execution of the work, whether in the original, altered or substituted form and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Range Forest Officer as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore and from the work. The Contractor shall also supply without charge the requisite number of person with		<i>Contractor to supply plant, ladder, scaffolding etc. and is liable for damages arising from non-provision of lights fencing etc.</i>

the means and materials necessary for the purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time and from lime to lime of the work or the materials, failing this the same may be provided by the Range Forest Officer at the expense of the Contractor and the expense 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 expense of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which to any such person or which may with consent of the Contractor be paid to compromising any claim by any such person. List of machinery in Contractor's possession, to which they propose to use on the work, should be submitted along with the tender.		
Clause 21 A. The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections herewith - (a) Suitable scaffoldings 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 a competent and responsible person and (ii) As far as possible by competent workers possessing adequate experience in this kind of work.		

(c) All scaffolds and appliances connected therewith and ladders shall - (i) Be of sound material. (ii) Be of adequate strength having regard to the loads and strains to which they will be subjected, and (iii) Be maintained in proper condition. (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use. (e) Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed. (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold. (g) Competent person shall periodically inspect scaffold.	
(h) Before allowing a scaffold to be used by his workmen the Contractor shall, whether the scaffold has been erected, by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified. (i) Working platform, gangways stairways shall (i) Be so constructed that no part thereof can sag unduly or unequally. (ii) To be constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and (iii) Be kept free from any unnecessary obstruction.	

(k) In the case of working platform, gangways, working places and stairways at the height exceeding 3 meters (to be specified) (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety. (ii) Every working platform and gangway shall have adequate width and (iii) Every working platform, gangway, working place and stairway shall be suitably fenced. (l) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials. (m) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters (To be prescribed) suitable precautions shall be taken to prevent the fall of persons or materials.	
(n) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffold or other working places. (o) Safe means of access shall be provided to all working platforms and other working places. (p) The Contractor (s) will have to make payments to the laborers as per minimum Wages Act. (q) The Contractor shall have to abide by all the prevalent Laws and Rules while and in execution of the work. Clause 21 B. The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:	

(a) Hoisting machine and tackle, including their attachments, anchorages and support shall (i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and (ii) be kept in good repair and in good working order. (b) Every rope used in hoisting or towering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect. (c) Hoisting machine and tackle shall be examined and adequately tested after erection on the site and before re-examined in position at intervals to be prescribed by the Government. (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or towering materials or as means of suspension shall be periodically examined. (e) Every crane driver or hoisting appliance operator shall be properly qualified. (f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator		
(g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel, pulley block used in hoisting or towering 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 hoisting machine having a variable safe working load, each safe working load		

and the conditions under which it is applicable shall be clearly indicated. (j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing. (k) Motors gearing transmissions, electric wiring and other dangerous part or hoisting appliances shall be provided with efficient safeguards. (1) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk or the accidental decent of the load. (m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced. Clause 22. The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Range Forest Officer. When such permit is given, and also in all cases when destroying cut or dug up trees, bush wood, 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 arrangement for drinking water for the labor employed by him.	Measure for prevention of fire.
Clause 23. Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Range Forest Officer or such other Officer as may be appointed and the estimate of the Range Forest Officer subject to the decision of the Deputy	Liability of Contractor for any damage done in or outside work area.

way directly or indirectly interested in the contract, the Range Forest Officer may thereupon by notice in writing rescind the contract, in the event of contract being rescinded, the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of government, and the same consequences shall ensure if the contract had been rescinded under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract. Clause 27. All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained. Clause 28. In the case of tender by partners, any changes in the constitution of a firm shall be forthwith notified by the Contractor to the Range Forest Officer for his information. Clause 29. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the D Director Forest Training INSTITUTE, Shahapur for the time being, who shall be entitled to direct what point or points and in what manner they are to be commenced, and from time to time carried on. Clause 30. (1) Except where otherwise specified in the contract and subject to the powers delegated to him by	<i>Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.</i> <i>Changes in the constitution of firm to be notified.</i> <i>Direction and control of the Director Forest Training INSTITUTE, Shahapur</i>
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Government under the Code, rules then in force, the decision of the Deputy Conservator of Forests for the time being shall be final conclusive, and binding on all parties to the contract upon all question relating to the meaning of the specification, design, drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right, matter, or any other thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, quantities, instructions, orders, or these condition, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

(2) The Contractor may within thirty days of receipt by him of any order passed by the Deputy Conservator of Forests as aforesaid appeal against with the contract work 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 Lakh (Rupees One Lakh.).

(3) If the Contractor is not satisfied with the order passed by the Deputy Conservator of Forests as aforesaid, the Contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Chief Conservator of Forests of the territorial jurisdiction or the Secretary, Forest Department who, if convinced that prima - facie the Contractor's claim rejected by Deputy Conservator of Forests is not frivolous and that there is some substance in the claim of the Contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing

Committee at Government level for suitable decision.		
Clause 31. The Contractor shall obtain from the Forest Department 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 of or in connection therewith unless he has obtained permission in writing from the Range Forest Officer to obtain such stores and articles elsewhere. The Values of such stores and articles as may be supplied to the Contractor in his account at the rates shown in the schedule in Form-A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost of carriage and other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid Clause 32:- When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or of the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Range Forest Officer may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of Range Forest Officer shall be final and conclusive against the Contractor with regards to any sum or sums payable to him under the provision of this clause.		<i>Stores of European of American manufacture to be obtained from Govt.</i> <i>Lump sums in estimates.</i>
Clause 33. In the case of any class of work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with the		Actions where no specification

Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respect in accordance with all instructions and requirement of the Range Forest Officer. Clause 34. The expression 'work' or 'works' where in these conditions, shall unless there be something in the subject or context repugnant to such construction, be construed, to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original altered substitute or additional. Clause 35. The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting 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, which will not be reimbursed by the Department. Clause 37. The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VII of 1923), for injuries caused to the workmen. If such compensation is payable/paid by Government as per the principle under Sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by Government from the Contractor under sub-section 20 of the said section. Such Compensation shall be recovered in the manner laid down in clause 1 above.		Definition of work. Contractor's percentage whether applied for net or gross amount of bill. Quarry fees and royalties. Compensation under workmen's Compensation Act.
Clause 37 A.		

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

Clause 37 B.

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

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

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

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

Clause 37 C.

The Contractor shall duly comply with .the provisions of the Apprentices Act, 1961 (III of 1961) the rules made there under and the orders that may be issued from time to lime under the Act the said rules and on his failure or neglect to do so, he shall all be subject to all be subject to all the liabilities and penalties provided by the said Act and said

Rules. (Govt. circular No. PWD H.O. CAT-6076-3336/ (440) Bldg.-2 dated 16/08/1985.)

Clause 38: -

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

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

3) The Contractor shall, if ordered in writing by the Engineer to do so, also carry out any quantities in excess of the limit mentioned in sub-clause thereof on the same conditions as and in accordance with the specifications 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 rate,

(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 estimate of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited for the purpose of operation of this clause, this cost shall be worked out at current schedule of Rate for Rs.76,51,342.00 (Seventy Six Lakh fifty One Thousand Three hundred and Fourty Two Only.)

Claim for quantities entered in the tender on estimates.

(4) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of

The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Range Forest Officer or of his subordinate in charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements for or payment for work.	<i>Entering upon or commencing any portion of work</i>
Clause 43. No Contractor shall employ any person who is under the age of 18 years. (i) (ii) No Contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Newar). (ii) (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be on the work. (iii) The Range Forest Officer 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 for any delay caused in the completion of the work by such removal. (iv) The Contractor will have to make payments to the labourers as per wages permitted by the minimum wages Act. (v) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.	<i>Minimum age of person, employment of donkeys and/or other animals and the payment of fair wages.</i>
The Contractor should take precautions against accidents, which take place on account of labor using loose garments by labor while working near machinery.	
Clause 44. Payment to contract 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.	<i>Method of payment.</i>

Clause 45. Any Contractor who does not accept these conditions shall not be allowed to tender for works.	<i>Acceptance of conditions compulsory before tendering for work.</i>
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 Range Forest Officer, or by any person to whom the Range Forest Officer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Range Forest Officer whose decision shall be final and binding on the Contractor. Clause 47. The price quoted by the Contractor shall not in any case exceed the control price, if any, fixed by Govt. or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled prices or price permissible under Hoarding and Profit Earning Ordinances, 1948 as amended from time to time if the price quoted exceeds the controlled price or the price permissible under Hoarding and Profit Earning Prevention Ordinance, the Contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform to the controlled prices on the permissible under the Hoarding and Profit earning Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.	<i>Employment of scarcity labour.</i>

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. 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 on transfer of property in goods involved in the execution of works Contract Act, 1989 (Maharashtra Act No. XXXVI of 1989, as and when amended from time to time will be applicable). Clause 49. In case of materials that may remain surplus with the Contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale. Clause 50. The Contractor shall employ the unskilled labor to be employed by him on the said work only from locally available labor and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment department's Scheme.		
Provided, however, that if the required unskilled labour are not available locally, the Contractor shall in the first instant employ such number of person as is available and thereafter may with previous permission in writing of the Engineer-in-charge of the said work, obtain the rest of requirement of unskilled labour from outside the above scheme. (Government of Maharashtra B & C Dept. Resolution No. (CAT-1097/478/ Bldg-2 dt.23/03/1998.		

Clause 51(1) A Contractor shall comply with the provision of the Apprentice Act, 1961 and the rules and order issued there under from time to time, if he fails to do so, his failure will be a breach of the contract and the Deputy Conservator of Forests may, in his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act. The Contractor shall pay the laborers skilled and unskilled according to the prescribed wages by the minimum wages Act applicable to the area in which the work lies. (2) The Contractor to take precautions against accidents which take place on account of using loose garments by labours while working near machinery.		
Clause 52. All amounts whatsoever which the Contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied/issued hereunder by the Government to the Contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Government to the Contractor for execution by him of the work and/or on which advances have been given by the Government to the Contractor shall be deemed to the arrears of the land revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the Contractor as arrears of Land Revenue.		
Clause 53. The Contractor shall duly comply with all the provisions of the Contract Labor (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labor (Regulation and Abolition) Rules, 1971 as amended from time to		P.W.D. No. CAT /284(120)/Building dated 14.08.85 2

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 at the rates prescribed under the Maharashtra Contract Labour (regulation and Abolition) Rules, 1971. If the Contractor fails or Neglects to pay wages at the said rates or makes short payment and Government makes such payment of wages at full or part thereof less paid by the Contractor as the case may be, the amount so paid by the Government to such workers shall be deemed to be arrears of Land revenue and the Government shall be entitled to recover the same as such from the Contractor deduct same from the amount payable by the Government to the Contractor hereunder or from any other amounts payable to him by the Government.	
Clause 54. The tendered rates shall be inclusive of all taxes and cesses and shall also be inclusive of the tax leviable in respect of a works contract under the provisions of the Maharashtra State tax on Transfer of Property in Goods Involved in the Execution of Works Contract Act 1989 (Maharashtra Act .No XXXVI re-enacted.) 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) The 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 guidelines 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) <u>Relation with authorities.</u> The Contractor shall, make sufficient arrangements for draining away the sewerage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The Contractor shall comply with rules, regulation, byelaws and directions given from time to time by any local or public authority in connection with this work "shall pay fees or charges, which are leviable on him without any extra cost to Government. (Govt. circular No. CAT-1086/CR-243/Desk Building 2 dt. 1.9.1987)		

निविदे संबंधी सूचना अटी व शर्ती

1. निविदा फॉर्म फी व इसारा (बयाना) रक्कमेचा भरणा Online Banking द्वारे करावा.
2. कंत्राटदारास निविदा सादर करतांना खालीलप्रमाणे दस्तावेज Scan करुन Online निविदेसोबत जोडणे बंधनकारक राहतील.
 - i. पॅन कार्ड
 - ii. कंत्राटदारचे योग्य त्या वर्गातील पंजीकरण प्रमाणपत्राची/ नोंदणी प्रमाणपत्राची छायांकित प्रत
 - iii. वस्तु व सेवा कर प्रमाणपत्र (GST Certificate)
 - iv. भागीदारी फर्म असेल तर भागीदारी संहिता जोडणे बंधनकारक राहिल.
 - v. सन 2020-21, 2021-22 व सन 2022-23 या तीन आर्थिक वर्षांचा आयकर परतावा प्रमाणपत्र (Income Tax Return) जोडणे बंधनकारक राहिल.
 - vi. कंत्राटदाराने त्यांचेकडे उपलब्ध असलेले मशनरी व साहित्याची यादी, तांत्रिक कामे हाताळलेल्या व्यक्तींची यादी जोडणे बंधनकारक राहिल.
 - vii. कंत्राटदाराने मागील तीन वर्षांत केलेल्या निविदास्वरूप कामांची यादी जोडणे बंधनकारक राहिल. (केलेल्या कामांची यादी ही संबंधित विभागाच्या सक्षम अधिकाऱ्यांच्या स्वाक्षरीसह सादर करावी.)
 - viii. कंत्राटदाराकडे निविदामधील नमुद कामासाठी आवश्यक असलेल्या तांत्रिक कर्मचा-यांची यादी जोडणे बंधनकारक राहिल (किमान 01 तरी तांत्रिक कर्मचारी हा स्थापत्य पदवीधर/ पदविकाधारक असावा त्यांचे शैक्षणिक पात्रतेबाबतचे प्रमाणपत्र निविदेसोबत जोडावे.)
 - ix. निविदेसाठी सादर केलेली सर्व कागदपत्रे ही खरी आहेत याबाबत प्रतिज्ञापत्र 500 रु. च्या स्टॅम्प पेपर व र देणे कंत्राटदारास बंधनकारक राहिल. (नमुना सोबत जोडण्यात आलेला आहे.)
 - x. कंत्राटदार यांनी दोन साक्षीदारांच्या स्वाक्षरीसह मेमोरॅंडम सादर करावे.
 - xi. निविदा दाखल करतांना जी.एस.टी. वगळुन दाखल करण्यात याव्यात जी.एस.टी. भरण्याची जबाबदारी संबंधित ठेकेदाराची राहिल.
 - xii. सदरची कामाचे Geo-Tagging कंत्राटदाराने स्वतः किंवा त्यांच्या प्रधिकृत प्रतिनिधी (Authorized Repreasetation) यांनी स्वतः करावे त्याबाबतचे विहित अधिकारीपत्र (Authority Letter) व फोटो वर प्रधिकृत अधिकारी (वनपरिक्षेत्र अधिकारी) यांनी साक्षांकित करुन सादर करावे. (नमुना सोबत जोडण्यात आलेला आहे.)
3. उपरोक्त अनु. क्रमांक 2 मधील नमुद कागदपत्रांची पूर्तता करतांना i. ते xii. या क्रमावारी नुसदर कागदपत्रे निविदेसोबत जोडण्यात यावी.
4. महाराष्ट्र शासनाचे कामगार विषयक कायद्याच्या व नियमांचे पालन करण्याची जबाबदारी संबंधित कंत्राटदाराची राहिल.
5. निविदे मध्ये दर्शविलेल्या संबंधित कामांचे अंदाजपत्रक वन विभागाचे कार्यालयात पहावयास मिळेल.
6. कामा दरम्यान कोणतीही जिवित /वित्तहानी झाल्यास त्यास वनविभाग जबाबदार राहणार नाही. तसेच कामा दरम्यान कोणतेही शासकीय मालमत्तेचे नुकसान होणार नाही याची दक्षता घ्यावी. तसे झाल्यास शासकीय नियमाप्रमाणे कार्यवाही करण्यात येईल.
7. सदरचे काम वनक्षेत्रात व दुर्गम भागात असून वनविषयक कायद्यांचे (उदा. वनसंवर्धन (अधिनियम), 1980, भारतीय वन अधिनियम 1927, वन्यजीव संरक्षण अधिनियम, 1972 इ.) भंग होणार नाही याची दक्षता घेणे आवश्यक आहे.
8. सदरचे काम कोणत्याही परिस्थितीत विहित मुदतीत पूर्ण करावे लागेल.
9. शासन निर्णयाप्रमाणे आयकर व त्यावरील अधिभार तसेच GST ची रक्कम देय रकमेतून वसूल करण्यात येईल.
10. कामाची गुणवत्ता राखण्यासाठी अंदाजपत्रकांत नमूद केल्याप्रमाणे साहित्य वापरावे लागेल.
11. कामे अर्धवट स्वरूपात टाकून दिल्यास केलेल्या कामाची कोणतीही रक्कम दिली जाणार नाही. अथवा परस्पर दुसऱ्या कंत्राटदारास कामे हस्तांतर करता येणार नाही. मात्र सदरहू कामे पूर्ण करून घेणेकरीता या विभागास

- दुसऱ्या कंत्राटदारास द्यावी लागल्यास व अशा वेळी मंजूर निविदेपेक्षा जास्त खर्च झाल्यास तो आपणाकडून वसूल करण्यात येईल.
12. कामाची पूर्ण रक्कम वन परिक्षेत्र अधिकारी तथा प्राधिकृत अधिकारी यांनी कामांच्या गुणवत्तेच्या तसेच कामे पूर्णत्वाचा दाखला या कार्यालयास सादर केल्याशिवाय मिळणार नाही.
 13. बयाना रक्कम भरण्याची सूट देण्याची तरतूद नाही. तथापि ज्या कंत्राटदारास बयाना रक्कम भरण्याची शासनाने सवलत दिली असेल अशा कंत्राटदाराने **बयाना रक्कम सवलतीचे प्रमाणपत्र जोडणे** बंधनकारक राहिल.
 14. निविदा सूचना सुचना फलकावर पहावयास मिळेल.
 15. पंजीकृत कंत्राटदारांनीच निविदा भरावी. ई-निविदाप्रणालीद्वारे निविदा भरताना योग्य त्या वर्गातील पंजीकरण प्रमाणपत्राची साक्षात्कृत व आयकर व GST ची प्रमाणपत्राची छायांकीत प्रत जोडणे आवश्यक राहिल.
 16. वरील अटी व शर्तीमध्ये बदलकरण्याचा किंवा कोणतेही कारण न दर्शविता एखादी बाब किंवा पूर्ण निविदा रद्द करण्याचा अधिकार खालील स्वाक्षरी कर्ते यांनी राखून ठेवला आहे.
 17. निविदा उघडण्याचा दिनांक सोईनुसार पुढे ढकलण्याचा अधिकार खालील स्वाक्षरी कर्ते यांनी राखून ठेवलेला आहे.
 18. निविदाधारकाजवळ डिजिटल स्वाक्षरी प्रमाणपत्र असणे आवश्यक आहे.
 19. निविदा बंद झालेनंतर 7 दिवसांचे आत तांत्रिक लिफाफ्यातील सर्व कागदपत्रे या कार्यालयात सादर करावीत.
 20. प्राप्त निम्नतम निविदेचा देकार निविदाधीन कामाच्या किमतीपेक्षा 10 % पेक्षा जास्त दराने कमी असेल तर-
अ. देकार 10 % पेक्षा जेवढ्या जास्त दराने आहे तेवढ्या रकमेचा व वरील प्रमाणे धनाकर्ष सोबत लिफाफा क्रमांक 2 मध्ये सादर करावी (उदा. 14% कमी दर -10 % पर्यंत करिता -1% व (14%-10%)-4% असे एकूण 5%) हि रक्कम रुपये 1000 पेक्षा कमी असल्यास किमान रुपये 1000/- (एक हजार) ची बँकेची प्रतिपुर्ती ही DD सादर करणे अनिवार्य राहिल
आ. देकार 15% पेक्षा कमी दराचा असल्यास उर्वरित रकमेसाठी दोन पटीने रक्कम DD द्वारे सादर करणे अनिवार्य राहिल. उदा. 19% कमी दर- (19-15=4% X2 =8 %) धनाकर्ष (Demand Draft) परफॉर्मन्स सिक्स्युरिटी म्हणून उप वनसंरक्षक, शहापूर यांचे नावे राष्ट्रीयकृत बँकाकडून काढलेला शहापूर येथे देय असणारा असावा.
 21. प्रत्येक निविदा धारकांना निविदा भरण्यापुर्वी बंधारा स्थळ, गौण खनीज क्षेत्र व इतर महत्वाच्या कार्यक्षेत्राची पाहणी करणे बंधनकारक राहिल.
 22. सदरची कामाचे Geo-Tagging कंत्राटदाराने स्वतः किंवा त्यांच्या प्राधिकृत प्रतिनिधी (Authorized Repreasetation) यांनी स्वतः करावे त्याबाबतचे विहीत अधिकारीपत्र (Authority Letter) व फोटो वर प्राधिकृत अधिकारी (वनपरिक्षेत्र अधिकारी) यांनी साक्षात्कृत करून निविदा बंद होणे आधी या कार्यालयात सादर करावे.
 23. वरील Geo-Tagging हे लिफाफा क्र. 1 मधून कंत्राटदाराने सादर करणे अनिवार्य आहे. अन्यथा सदर कंत्राटदाराची निविदा ग्राह्य राहणार नाही.

स्थळ :- शहापूर 421601

दिनांक :- 27.07.2023

संचालक

वनप्रशिक्षण संस्था शहापूर

Authority Letter

This Is Certify That Shri.-----
(Name Of The person) is Authorized Repreasatative Of M/S-----
------(Name Of Bidder). He has been authorized to visit the site,
important Location Of Project and ascenrtain the availability and sufficiency of
Material. He is also authorized to complete the geo tagging his visit for quotation of
the tender------(Name Of Tender). His Photo
Identity is enclosed with this letter.

Signature of Shri.-----is Certifed as
Below

Name & Signature

Name & Signature Bidder

(Authorized Repräsentative)

(With Seal)

Range Forest Officer

Date :-

Time :-

Affidate/Notary (on Rs. 500/- Stamp Paper)

I-----Age-----Address-----

(Authorized signatory to sign Contract), Hereby submit, vide this affidavit in truth,
that I am owner of contracting firm -----/ -----

authorized signatory and 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 penal code if any paper are found false/fraudulent during contract period and even after the completing of contract (Finalisation of final bill)

(Signature of Contractor)

(Seal Of Company)

DECLARATION

I/We-----

Proprietor of-----

Declare that M/s.-----

Engineering Construction firm which has successfully carried out large works of this nature and has adequate organization and experienced personnel to handle works of this type and magnitude .

Signature Of Contractor

**Director
Forest Training INSTITUTE,
Shahapur**