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क्र. सं.	विवरण	प्रस्तावित रकम	अनुमानित 1% छूट	अनुमानित 5% छूट	अनुमानित 10% छूट	अनुमानित 15% छूट
1	2	3	4	5	6	7
1	यांत्रिकी विभाग उस्मानाबाद व या विभागांतर्गत असलेल्या चार उप विभागातील कामाच्या संदर्भात संगणक प्रणाली विकसीत करणे व कार्यान्वित करून एक वर्षासाठी देखभाल करणे.	131900/-	1400/-	6600/-	30 हजार	क्र. 1] 500/- (अनुमानित) अनुमानित 500/- (अनुमानित) अनुमानित 100/- वरून, (अनुमानित)

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$$E^{\alpha}E^{\beta}E^{\gamma} + E^{\beta}E^{\alpha}E^{\gamma},$$

$$E^{\alpha}E^{\beta}E^{\gamma}E^{\delta} + E^{\beta}E^{\alpha}E^{\gamma}E^{\delta} = 0.$$

GENERAL CONDITION

DEFINATION OF TERMS:

In constructing these general conditions and annexed specification, the following words shall have the meaning herein assigned to them unless there is something in the subject or context inconsistent with such construction.

The "Purchaser" shall mean the Governor of Maharashtra and shall include his successors & assigns.

The "Contractor" shall mean the Tenderer whose tender shall be accepted by the purchaser and shall include the tender's legal personal representatives, successors and permitted assignees.

The "Sub-Contractor" shall mean the person named in the contract for any part of the work of any person to whom any part of the contract has been subject with the consent in writing of the Engineer and the legal representatives, successors and permitted assignees of such persons.

The "Engineer" or "Engineer-in charge" shall mean the Executive Engineer, Mechanical Division Osmanabad. or duly authorized representative.

"Plant" shall mean and include any machine, fixed or movable to be used for storing of Mechanical and Electrical spare parts of Earth moving equipments Trucks spare parts and so on.

"Work or Works" shall mean the whole of the plant and materials to be provided and work to be provided and work to be done executed or carried out the contractor under the contract.

The "Contract" shall mean the agreement to be entered in to under clause of these General conditions and shall also include all the documents by which any agreement by the contractor to provide to execute or carry out the plant work of works shall be constituted or in or any of them are contained or set forth specially including these general conditions any special conditions attached to or issued with these conditions the specifications, drawings the invitation of tenders (if any) or any other letter of notice or document upon or with reference to which the tender is made the tenderer the acceptance thereof and the "schedule of price (if any) furnished by the contractor with his Tender.

"The specification" shall mean the specification annexed to these general conditions and the scheduled there to (if any)

"The Site" shall mean the whole of the premises buildings and ground in or upon which the plant work or work is/are to be provided/executed, erected done or carried out.

"Commercial Use" shall mean that the use of work which the contract contemplates or of which it is to be commercially capable.

"Month" shall mean calendar month.

Words importing persons shall include firms, companies, corporations and vice versa where the content requires. Words importing the singular only shall also include the plural and vice versa where the context requires.

NEGLIGENCE:

If the contractor shall neglect to execute the work with due diligence and expedient or shall refuse or neglect to comply with any reasonable order given to him in writing by the Engineer, in connection with work or shall contravene the provisions of the contract the purchaser may give seven days notice in writing to the contractor to make good the failure neglect or contravention. Should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure neglect or contravention capable of being made good within time or otherwise within such time as may be reasonably necessary for making it good, then and in such case the purchaser shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected to do or if the purchaser shall think fit, it shall be lawful for him to make the work wholly or in part at a reasonable price with any other person or persons provide any other materials, tools, tackle and labour for the purpose of completing the work of any part thereof and in that event the purchaser, shall without being responsible to the contractor for fair wear and tear of the same have the free use of all materials, tools, tackle, construction plant or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same & the purchaser shall be entitled to retain and apply any balance which may be otherwise due on the contractor by him to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

If the cost of the executing work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said, materials, tools, tackle contractor may be sold by the purchaser and the cost existing after crediting sales the proceeds shall be paid by the contractor on the certificate of the Engineer, but when all expenses, cost and charges incurred in the completion of the work are paid by the contractor the contractor shall be at liberty to remove all such materials, tools, tackle construction plant or other things remaining unsold and the same shall be removed by the contractor forthwith.

DEATH BANKRUPTCY ETC:

If the contractor shall die or become insolvent or bankrupt or have a receiving order made against him business under with or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commit an act of insolvency or bankruptcy, or being a corporation pass a resolution or be ordered to be wound up or have a receiver of its business appointed the purchaser shall be entitled forthwith by notice in writing to the contractor or his legal representatives to determine the contract or his legal representatives in writing to the contractor or his legal representatives to determine the contract and the purchaser may in the event complete with contract and in such time and manner and by such persons as he shall think fit and may exercise the same powers and provisions contained in the above proceeding clause.

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TERMS OF PAYMENTS:

The rates in the schedule 'B' shall be treated as inclusive of all taxes duties, excise etc the payment will be release as under.

- i) 100 % of Tender cost for that item in schedule 'B' is payable against delivery at work site of the equipment of acceptable quality.
- ii) No interest is payable on amount of pending bills. The rates in the schedule 'B's shall duties, excise beetc the treated payment will be as release as under.

NOTE: TDS for Work contract tax, income tax, VAT, LBT & any other tax as applicable by rules will be deducted as per prevailing Rate declared by the Government of Maharashtra from time to time.

INSURANCE

Contractor shall take out necessary Insurance Policy / Policies so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA First Floor, Opp Kalanagar, Bandra, (East), Mumbai 400 051" Similarly, all workmen's appointed to complete the contract work are required to insure under workmen's Compensation Insurance Policy. Insurance Policy / Policies taken out from any other company will not be accepted. If any contractor has affected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the contractor for the executed contract work.

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GUARANTEE & GUARANTEE PERIOD

The Contractor/ Seller hereby declares that the Operators/drivers provided to the office under this contract shall be of the best skill (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the schedule here of and contractor/saler hereby guarantees that the said operators would continue to confirm to the description & quality aforesaid for the period **days** from the date of joining of the said operator to purchaser and that notwithstanding the fact that the purchaser (inspector) may have inspected and / or approved the said operator. If during the aforesaid period of **days** the said operator be discovered not be confirm to the description and quality aforesaid or have deteriorated (and decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said job or such portion thereof as may be discovered not to confirm to the said description & quality. On such rejection the operator will be at the contractors risk and all the provision herein contained relating of rejection of goods etc. shall apply. The contractor shall if so called upon to do replace the goods etc. or such portion thereof as is rejected by the purchaser otherwise the Tenderer shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contain shall prejudice any other right of the purchaser in that behalf under this contract or otherwise. Security Deposit will be released only after expiry of warranty period.

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CONSTRUCTION OF CONTRACTS

The Contract shall in all respect the and operated as a contract as defined in the Indian Contract Act, 1972 and all payment there under be made in rupees unless otherwise specified.

INCOME TAX

Income Tax is to be deducted from the Sums to paid to the contractor for the works carried out at two percent of the gross amount from each or as amended from time to time.

SUBMITTING OF CONTRACT

The Contractor shall not, without the consent in writing of the Engineer of Purchaser, assign or submit his contract or any substantial part thereof, other than for raw materials for minor details or for any part of the work of which the manufacturers are named in the Contract provided however that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

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	<u>ADDITIONAL</u>	<u>CONDITIONS</u>
CONDITION NO - 01:	ADDITIONAL SECURITY DEPOSIT	As per Government Circular Public Work Department No. CTA/1086/CR-330/Bldg. 2 dated 03/05/1988 additional security deposit will have to be paid as following clause. "If the rates quoted are less or more than 10% of the Estimated cost put to tender an additional Security Deposit amounting to 10% of difference of quoted rate & 90% of the Estimated cost or 110% of the estimated cost as the case may be in case of unbalanced tender quoted below or above respectively will have to be paid in the form of Bank guarantee. For example, if the rates are quoted 25% below the estimate, the amount of additional security deposit will be $(25-10) \times 10/100 = 1.5\%$ of estimated cost."
CONDITION NO - 02:	PRICE ESCALATION :-	Price escalation clause is not applicable.
CONDITION NO - 03:	VALIDITY :-	The Tender submitted will be treated valid for 12 Months
CONDITION NO - 04:	APPROVAL OF DRIVER / OPERATORS PROVIDED	Sample of each software mentioned in the schedule which needs prior inspection. If so desired by the consignee Deputy Engineer should be got approved by the Tenderer from the consignee Deputy Engineer .
CONDITION NO - 05:	CONSIGNEE :-All completed job should be carried out as per instructions of EXECUTIVE ENGINEER MECHANICAL DIVISION OSMANABAD at the place mentioned in work order.	
CONDITION NO - 06:	INSPECTION :-	The supplied driver / operators will be inspected by the Executive Engineer or his authorized representative at site during work. Valid licenses of drivers / operators will be submitted by contractor to sub division.
CONDITION NO - 07:	FAILURE:-	If any driver/ operators found defaulter for working on site or any loss of Govt. property will be recover from contractor and will not allow to work and contractor should give another replacement.
CONDITION NO - 08:	a) job mentioned in the scheduled should be delivered and supplied as per specification and delivery schedule from the date of issue of work order. b) Where inspection of job is required to be done the period for inspection and approval of sample will not effect in any way the delivery period mentioned in the accepted tender. c) The date of delivery is the date on which acceptable finished job have been inspected.	

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- CONDITION NO - 07: **FAILURE:-**
If any driver/ operators found defaulter for working on site or any loss of Govt. property will be recover from contractor and will not allow to work and contractor should give another replacement.
- CONDITION NO - 08: **TRANSPORT:-**
The transport of the drivers / operators will be arranged by the contractor himself.
- CONDITION NO -9: **BILLS :-**
Bills (Pre-receipted) should be submitted in triplicate to the consignee giving with present report of drivers.
- CONDITION NO – 10: **MVAT:-**
As per the rules of Govt. of Maharashtra the tenderer should enclose/submit the attested copy of registration certificate of MVAT in packet No. 1.Please note that 2% Tax against submission of "MVAT applicable resist as per Govt. rules for non submission of from the payment of bill.
- CONDITION NO - 11: **PAYMENT:-**
Payment will be made on running A/c. bill form on the basis of materials and bills received from the contractor and measurements recorded by the Engineer in charge & Authorized Subordinates. Full payments will be released within 30 days from the date of receipt of ordered and accepted work. Govt. levies will be recovered from the bills No deviation from the above terms will be accepted Govt. will not incur any liability to pay interest on bills the payment of which is delayed for any reasons whatsoever.
- CONDITION NO - 12: **PENALTY:-**
On failure for supplying services of drivers/ operators within the schedule Rs. 100/- per day charged as penalty for per non supplied driver .The penalty charges will be recovered from the bills.

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CONDITION NO
- 13:

EXCISE DUTY:
Not Applicable

CONDITION NO
- 14:

INSPECTION OF WORKSHOP:
Not Applicable

CONDITION NO
- 15:

LABOUR WELFAIR FUND

महाराष्ट्र शासन, उद्योग, उर्जा व कामगार विभाग, शासन निर्णय क्रमांक बी. सी. ए. - 2009/
प्रक्र 108/कामगार 7. अ मंत्रालय, मुंबई - 32. दिनांक 17 जून 2010 अन्वये
1% Welfare Fund will be Deducted from Contractor's Bill.

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