

महाराष्ट्र जीवन प्राधिकरण

४ था मजला,
एक्सप्रेस टॉवर्स,
नरीमन पॉईंट,
मुंबई - ४०० ०२१.



दूरध्वनी : २०२ ६२४९
२०२ ५३५४
२८३ ५२४७
फॅक्स : २०२ ९३४८
एसटीडी : ०२२
ग्राम : पाणी मंडळ, मुंबई.
दिनांक ४ फेब्रुवारी, २००२

जा.क्र.मजीप्रा/सस/तांशा.१/३५०/४०६

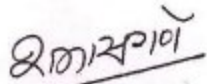
परिपत्रक क्रमांक - ७८

विषय: निविदेअंतर्गत समाविष्ट करावयाच्या भाववाढीच्या कलमाबाबत.
संदर्भ : अ.अ.(मु) यांचे परिपत्रक क्र.सक्युलर/ इएससी १०८८/ ४५७/
सीआर ५२२/ पीबीयु ३/ ७५१६, दि.२८.१२.९३.

महाराष्ट्र जीवन प्राधिकरणामार्फत जागतिक बँक अर्थसहाय्यित (ग्रामीण) महाराष्ट्र पाणी पुरवठा व स्वच्छता प्रकल्प राज्यातील १० जिल्ह्यात राबविण्यात आला होता. सदर प्रकल्पांतर्गत बोलाविण्यात आलेल्या निविदेतील तरतुदी जागतिक बँकेने विहित केल्याप्रमाणे अंतर्भूत करण्यात आल्या होत्या. सदर निविदांमध्ये भाववाढीसंबंधीचे जे कलम अंतर्भूत करण्यात आले होते, तसेच कलम प्राधिकरणाकडून मागविण्यात येणा-या इतर निविदांमध्येही समाविष्ट करण्याच्या सूचना संदर्भाकित परिपत्रकाद्वारे देण्यात आल्या होत्या. त्यानुसार महाराष्ट्र जीवन प्राधिकरणाच्या कामांतर्गत वापरण्यात येणा-या विविध पाईपसाठी स्वतंत्र भाववाढीच्या कलमाचा समावेश करण्यात येत होता. तथापि मध्यंतरीच्या काळात आलेल्या अनुभवावरून सदर कलमाची अंमलबजावणी करतांना आलेल्या अडचणी व त्याबद्दलची वित्तीय बाजू विचारात घेऊन सदर परिपत्रक ह्या आदेशान्वये रद्द करण्यात येत आहे.

या परिपत्रकाच्या दिनांकानंतर मागविण्यात येणा-या निविदांमध्ये शासनाच्या सार्वजनिक बांधकाम विभागाचा निर्णय क्र.बीडीजी-१०९१/सीआर १७२/बिल्डींग २ दि.१०.१.१९९२ सोबत जोडलेल्या परिशिष्टातील भाववाढीसंबंधीचे कलम निविदांमध्ये समाविष्ट करण्यात यावे व त्यात नमूद केलेल्या सूचीनुसारच भाववाढीची प्रकरणे अंतिम करावीत. त्वरित संदर्भासाठी शासन निर्णयाची प्रत सोबत जोडली आहे. प्राधिकरणाच्या विविध कामांसाठी k१, k२ व k३ ची टक्केवारी किती असावी याबाबतची माहिती या परिपत्रकासोबतच्या परिशिष्ट १ मध्ये जोडली आहे. कामाच्या प्रकारानुसार संबंधीत टक्केवारी भाववाढीसंबंधीच्या कलमात समाविष्ट करण्यात यावी.

सहपत्र : १) सार्वजनिक बांधकाम विभाग
निर्णय दि.१०.१.९२.
२) परिशिष्ट १


(राजेंद्र सगणे)
सदस्य सचिव

प्रत : सदस्य सचिव (तां), महाराष्ट्र जीवन प्राधिकरण, मुंबई यांना माहितीसाठी.
वित्तीय सल्लागार व मुख्य लेखा अधिकारी, म.जी.प्रा.नवी मुंबई यांना माहितीसाठी.
प्रत माहिती व त्वरित योग्य त्या कार्यवाहीसाठी
१) सर्व मुख्य अभियंता, म.जी.प्रा.
२) सर्व अधीक्षक अभियंता, म.जी.प्रा.मंडळ,
३) सर्व कार्यकारी अभियंता, म.जी.प्रा.विभाग,
४) सर्व अंतर्गत लेखा परीक्षण अधिकारी, म.जी.प्रा.
५) सर्व विभागीय लेखापाल, म.जी.प्रा.

Price variation clause in the contracts - Revision of :

GOVERNMENT OF MAHARASHTRA
Public Works Department,
Resolution No. BDG 1091/CR-172/Bldgs.2,
Mantralaya, Bombay-400 032, Dated 10th January 1992.

RESOLUTION

Government has prescribed standard price variation clause in the contracts under Government Resolution, Public Works Department, No. BDG-1079/64-188(358)/Desk-2, dated 4th February 1981 as modified by Government Resolution, Public Works Department, No. CAT 3783/50470/(47)/Bldg.2, dated 19th February 1986, Government Circular, Public Works Department, No. PWM-1085/CR-103/BLDG-2, dated 8th May 1986, Government Circular, Irrigation Department, No. KRN-1081/2048/2263/MPI, dated 30th October 1985 and Government Resolution, Public Works Department, No. CAT 1086/CR-201/Bldg-2, dated 8th January 1988. It has been represented that in view of the rise in consumer prices, restriction on payment of escalation during the first 12 months of contract and ceiling on the amount of payable escalation charges are proving to be rather harsh. Moreover, such restrictions may also lead to speculative bidding on the part of the contractors. The matter has been considered and in modification of the orders mentioned above, Government is now pleased to direct that the price variation clause accompanying this resolution should be incorporated in all the draft tender papers for appropriate works hereafter and made applicable to such contracts.

2. As the labour, material and POL components of each work depend on the nature of the work and vary from work to work, the inter-se percentages of work value in terms of the labour component, material component and POL component of the work should be indicated in the price variation clause by the Engineer-in-charge after obtaining approval of the authority competent to approve the Draft Tender Papers. For working out the percentages of the values of the contractor's material, labour and POL components in the work, the total of these three components should be taken as 100. These should then be calculated on the basis of the break-up of relevant costs in the estimate of the work.

Example

If the cost of work put to tender is Rs.7 lakh, in which the cost of material supplied by the Department is Rs.2 lakh and the cost of contractor's labour component is Rs.2 lakh, cost of contractor's material component is Rs.2.75 lakh and cost of POL component is Rs.0.25 lakh, the percentages would be —

$$\begin{aligned} \text{1) Labour component} &= K_1 = \frac{2}{2+2.75 + 0.25} \times \frac{100}{1} = 40\% \\ \text{11) Material component} &= K_2 = \frac{2.75}{2+2.75 + 0.25} \times \frac{100}{1} = 55\% \\ \text{111) POL component} &= K_3 = \frac{0.25}{2+2.75 + 0.25} \times \frac{100}{1} = 5\% \end{aligned}$$

$$\text{Total of the components } K_1 + K_2 + K_3 = 100$$

3. It is also directed that the name of the nearest concerned price index centre out of the approved list of centres issued by the Commissioner of Labour, Government of Maharashtra, should be clearly indicated in the price variation clause for adopting the relevant consumer price index.

4. These orders issue with concurrence of Irrigation Department and Finance Department vide Finance Department's unofficial reference No.5280 Secy. (Exp.), dated 29th October 1991.

By order and in the name of the Governor of Maharashtra,

V.B. BORGE,
Deputy Secretary, to Government.

To

- The Secretary to the Chief Minister,
- The Private Secretary to the Minister, Public Works/Irrigation Department,
- The Personal Assistant to Minister of State, Public Works/Irrigation Department,
- The Finance Department,
- The Accountant General, Maharashtra-I(Audit), Bombay,
- The Accountant General, Maharashtra-II (Accounts and Entitlements), Bombay,
- The Accountant General, Maharashtra-II (Audit), Nagpur,
- The Accountant General, Maharashtra-II(Accounts and Entitlements), Nagpur,
- The Chief Auditor, Local Fund Accounts, New Bombay and the Deputy Chief Auditors(Senior) Local Fund Accounts, New Bombay/Pune/Aurangabad/Amravati/Nashik/Nagpur,
- The General Administration Department,
- The Irrigation Department / The Public Works Department,
- All the other Departments of Mantralaya,
- All Chief Engineers under Public Works Department/Irrigation Department,
- All Heads of Department/Office under Public Works Department/Irrigation Department,
- The Chief Engineer, Bombay Metropolitan Region Development Authority,
- The Managing Director, CIDCO,
- All the Superintending Engineers of Circles under Public Works Department/Irrigation Department,
- The Superintending Engineer, Dairy Development,
- The Superintending Engineer, Police Housing and Welfare Corporation,
- All Executive Engineers under Public Works/Irrigation Department,
- The Superintendent, Parks and Gardens,
- All Chief Executive Officers and Chief Finance and Accounts Officers of Zilla Parishads,
- All Officers/Decks under Public Works Department/Irrigation Department,
- The Metropolitan Commissioner, Bombay Regional Development Authority, Bandra(East), Bombay-400 051,
- The Member-Secretary, Maharashtra Water Supply and Sewerage Board, Bombay,
- The Dairy Development Commissioner, Worli, Bombay-400 018,
- The Desk-2 (Select File),
- All Executive Engineers of Zilla Parishads.

No.

of 1992.

Copy forwarded for information and guidance to -

ACCOMPANIMENT TO THE GOVERNMENT RESOLUTION, PUBLIC WORKS DEPARTMENT, NO. BDG.1091/CR-172/Bldg.2, DATED 10TH JANUARY, 1992.

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PRICE VARIATION CLAUSE

I. If during the Operative Period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial workers for centre as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, as compared to the respective figure therefor, on the date 30 days before the last date prescribed for receipt of tender and/or in the prices of Petrol/Oil and lubricants, then, subject to the other conditions mentioned below, price adjustment on account of

- (i) Labour component (ii) Material component and (iii) POL components, which respectively are%% and% of the total cost of work put to tender, calculated as per the formula hereinafter appearing, shall be made. (Total of all these three components will be 100).

(A) Formula for Labour Component

$$VI = 0.85 \left\{ P - \text{Cost of Schedule 'A' materials used.} \right\} \times \left\{ \frac{K1}{100} \right\} \times \left\{ \frac{C1-CO}{CO} \right\}$$

Where =

- VI = Amount of price variation in Rupees to be allowed.
 P = Cost of work done during the period under consideration.
 K1 = Percentage of Labour Component as indicated above.
 CO = Basic Consumer Price Index for Centre ascertained as above ^{of the previous calendar month} ~~at the date 30 days preceding the~~ last date prescribed for receipt of tender.
 C1 = Average Consumer Price Index for Centre ascertained as above during the period under consideration.

(B) Formula for Materials component :

$$V2 = 0.85 \left\{ P - \text{Cost of Schedule 'A' materials used.} \right\} \times \left\{ \frac{K2}{100} \right\} \times \left\{ \frac{I1 - I0}{I0} \right\}$$

Where -

- V2 = Amount of Price variation in Rupees to be allowed.
P = Cost of work done during the period under consideration.
K2 = Percentage of Materials Component as indicated above.
I0 = Basic Wholesale Price Index ascertained as above ^{of} on the ~~date 30 days~~ preceding the last date prescribed for receipt of tender. *Previous calendar month*
I1 = Average Wholesale Price Index ascertained as above during the period under consideration.

(C) Formula for Petrol, Oil and Lubricant component :

$$V3 = 0.85 \left\{ P - \text{Cost of Schedule 'A' materials used.} \right\} \times \left\{ \frac{K3}{100} \right\} \times \frac{PI - PO}{PO}$$

Where -

- V3 = Amount of price variation in Rupees to be allowed.
P = Cost of work done during the period under consideration.
K3 = Percentage of petrol, oil and lubricant component
PI = Average Price of H.S.D. for Bombay, during the period under consideration.
PO = Average price of H.S.D. for Bombay ^{of} on the ~~date 30 days~~ *previous calendar month* preceding the last date prescribed for receipt of tender.

II. Conditions referred to in Paragraph-I

- (i) The Operative Period of the contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date when the time allowed for the work specified in the Memorandum under Tender for work expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer-in-charge under the relevant clause of the conditions of contract. In cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer-in-charge as regards the Operative Period of the contract shall be final and binding on the contractor. Where compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the escalation amount for the balance work from the date of levy of such compensation shall be worked out by pagging the indices C-1, I-1, and F-1 to levels corresponding to the date from which such compensation is levied.
- (11) This price variation clause shall be applicable to all contracts in B-1, B-2 and C forms but shall not apply for piece works.

- (iii) Price variation shall be calculated, in accordance with the formulae mentioned above, separately for labour, material and POL components.
- (iv) The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities payable under the provisions of Clause 38/37 of the contract form B1/B2 respectively, since the rates payable for the extra items or the extra quantities under Clause 38/37 are to be fixed as per the current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/execution of extra items as well as extra quantities under Clause 38/37 of the contract form B1/B2 extends beyond the operative date of the then DSR, the rates payable for the same beyond that date shall be revised with reference to the next current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.
- (v) This clause is operative both ways, i.e., if the price variation in the said Wholesale Price Index for all commodities, Consumer Price Index (New Series) or price of HSD for Bombay is on the plus side, payment on account of the price variation shall be allowed to the Contractor and if it is on the negative side, the Government shall be entitled to recover the same from the contractor and the amount shall be deductible from the Contractor's bill for the respective period in which there are fluctuations.
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महाराष्ट्र शासन,
सार्वजनिक बांधकाम विभाग,
शासन शुद्धिपत्रक क्र. निविदा ०४९९/प्र. क्र. १५८/इमा.२,
मंत्रालय, मुंबई - ४०० ०३२.
दिनांक - ०९ सप्टेंबर, १९९९.

शुद्धिपत्रक

वाचा :- शासन निर्णय, सा. बां. विभाग, क्रमांक बीडीजी १०९९/सीआर १७२/इमा.२, दिनांक १०.९.९९.

कॅन्ट्रिडाराना भाववाढ लागू करण्यासाठी दिनांक १०.९.९९ च्या शासन निर्णयात नमूद केल्याप्रमाणे मजुरीच्या, साहित्याच्या व इंधनाच्या दरातील होणाऱ्या भाववाढीसाठी देय असणाऱ्या रकमेसाठी वेगवेगळी सूत्रे नमूद केलेली आहेत.

प्रस्तुत शासन निर्णयासोबतच्या सहपत्रात मजुरीच्या दराबाबतीसाठी, साहित्याच्या दराबाबतीसाठी तसेच इंधनासाठीच्या दराबाबतीकरिता मूलभूत निर्देशांकाची CO, IO, PO अशी च्याख्या नमूद केलेली आहे व त्यानुसार ते निर्देशांक, निविदा प्राप्तीच्या २० दिवस आगोदरचे विचारात घ्यावे असे नमूद केलेले आहे.

आता त्यात बदल करून त्या निर्देशांकाची च्याख्या खालीलप्रमाणे सुधारण्यात येत आहे.

सध्याची शब्दरचना :-

CO - Basic consumer Price Index for centre ascertained as above on the date 30 days preceding the last prescribed for receipt of tender.

IO - Basic wholesale price index ascertained as above on the date 30 days preceding the last prescribed for receipt of tender.

PO - Average price of HSD for Bombay, on the date 30 days preceding the last prescribed for receipt of tender.

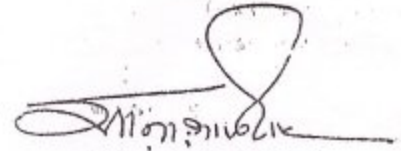
सुधारित शब्दरचना :-

CO - Basic consumer price index for centre ascertained as above of the previous calendar month preceding the last prescribed for receipt of tender.

IO - Basic wholesale price index ascertained as above of the previous calendar month preceding the last prescribed for receipt of tender.

PO - Average price of HSD for Mumbai of the previous calendar month preceding the last prescribed for receipt of tender.

उपरोक्त प्रमाणे बदल/सुधारणा तात्काळ अंमलात येतील.
महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नांवाने.



(शा. ना. चालेकार)
अवर सचिव, महाराष्ट्र शासन

प्रत,

महालेखापाल-२, मुंबई.

महालेखापाल-२, नागपूर.

सर्व मुख्य अभियंता, सार्वजनिक बांधकाम प्रादेशिक विभाग, / पाटबंधारे विभाग

सर्व अधीक्षक अभियंता, सार्वजनिक बांधकाम विभाग, / पाटबंधारे विभाग

सर्व कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग, / पाटबंधारे विभाग / जिल्हा परिषद

वित्त विभाग, मंत्रालय, मुंबई.

पाटबंधारे विभाग, मंत्रालय, मुंबई.

प्रा. विकास विभाग, मंत्रालय, मुंबई.

11-69 (700-9-99)