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Regn.:39M

Friday,October 12 ,2018 2:54 PM

पावती क्रं.: 8093

दिनांक: 12/10/2018

गावाचे नाव: सोलापूर सिटी

दस्तऐवजाचा अनुक्रमांक: सपउ1-4719-2018

दस्तऐवजाचा प्रकार : कार्यकंत्राट

सादर करणाऱ्याचे नाव: दास ऑफशोअर इंजि.प्रा.लि.तर्फे डायरेक्टर - सुजीत सुरेश खाडे . .

नोंदणी फी

दस्त हाताळणी फी

डाटा एन्ट्री

पृष्ठांची संख्या: 29

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बाजार मुल्य: रु.0 /-

मोबदला रु.1676762143/-

भरलेले मुद्रांक शुल्क : रु. 1696500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007111645201819E दिनांक: 12/10/2018

बँकेचे नाव व पत्ताः

2) देयकाचा प्रकार: DHC रक्कम: रु.600/-

_/ डीडी/धनादेश/पे ऑर्डर क्रमांक: 1110201812344 दिनांक: 12/10/2018

बँकेचे नाव व पत्ताः

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इतर पावती

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riday,12 October 2018 6:09

नोंदणी क्रं. :39म

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Regn.:39M

पावती क्रं.: 8109

दिनांक: 12/10/2018

गावाचे नाव: -सोलापूर सिटी

दस्तऐवजाचा अनुक्रमांक: सपउ1-4719-2018

दस्तऐवजाचा प्रकार : कार्यकंत्राट

सादर करणाऱ्याचे नाव: दास ऑफशोअर इंजि.प्रा.लि.तर्फे डायरेक्टर - सुजीत सुरेश खाडे . .

वर्णन

दस्त हाताळणी फी

रु. 180.00

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्र्या / सहदुमि सोलापूरउत्तर1

1); देयकाचा प्रकार: DHC रक्कम: रु.180/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1210201811001 दिनांक: 12/10/2018

वँकेचे नाव व पत्ता:

SCANNED

4719/18

CHALLAN MTR Form Number-6



GI'N MH007111645201819E	BARCODE	 		III Dat	e 11/10/2018-16:5	0:41 F	orm ID	25.2		
Department Inspector General Of Registration			Payer Details .							
Stamp Duty			TAY ID /// A						ê	
Type of Payment Registration Fee			TAX ID (If A							
			PAN No.(If A	pplicable)	AAACD5996K					
Office Name SLR2_SOLAPUR UT	TTAR 2 JOINT SUB R	EGI	Full Name		DAS OFFSHORE	ENG	G PV	r LTD	SUJIT	
			J		SURESH KHADE					
Location SOLAPUR		-								
Year 2018-2019 One Tim	Year 2018-2019 One Time		Flat/Block No.		SOLPAUR					
Account Head Deta	Account Head Details Amount In Rs.		Premises/Bu	uilding						
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0030063301 Registration Fee		30000.00	O Area/Locality		SOLAPUR					
			Town/City/D	istrict		ed.				
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			Remarks (If	Any)						
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530000.00	2.67									
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Total		5,30,000.00	Words					T.	3	
Payment Details IDBI E	FOR USE IN RECEIVING BANK									
Cheque-DD Details			Bank CIN	Ref. No.	69103332018101115221 186045974		974			
Cheque/DD No.			Bank Date	RBI Date	11/10/2018-16:52	:04	Not Ve	rified wit	h RBI	
Name of Bank			Bank-Branch		IDBI BANK			hay F		
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Department ID : NOTE:- This challan is valid for doo	cument to be registe	ered in Sub Regi	strar office of	dy Not v	ulid for unregistere	Mobile N	No. :	9167 B REG/	7317234	

Department ID: NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document sub Registrar office only. Not valid for unregistered document sub Registrar of the Note of the United Sub Registrar of the Note of the Note

Challan Defaced Details

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Sr. No.	Remarks	Defacement No.	Defacement Date	Useria	Defocement Amount
1	(iS)-56-4719	0003911829201819	12/10/2018-14:46:55	IGR076	30000.00

Page 1/2

Print Date 12-10-2018 02:48:16







GRN	GRN MH007131629201819E BARCODE				te 12/10/2018-11:35:12 Form ID 25.2									
Department Inspector General Of Registration			Payer Details											
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Year	2018-2019 One	Time			Flat/Block I	No.	SOLA	PUR						
	Account Head	Details		Amount In Rs.	Premises/B	uilding								
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					Town/City/District									
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Department ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only सदर चलन केवल दुय्यम लितंधक कार्यालयात जोदंणी करावयाच्या दस्ताराहर ज्ञान आते.					P 2) विस्तिस्या	Moderate State of the State of	ing No		STA	3761	17234 IJ	
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Receipt of Document Handling Charges

PRN 1110201812344

Receipt Date 12/10/2018

Received from DAS OFFSHORE ENGG PVT LTD SUJIT S KHADE, Mobile number 9167317234, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered on Document No. 4719 dated 12/10/2018 at the Sub Registrar office S.R. Solapur Uttar 1 of the District Solapur

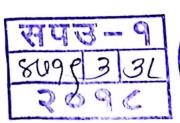
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Payment Details

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Bank Name	SBIN	Payment Date	11/10/2018
Bank CIN	10004152018101109433	REF No.	IGAENYMHY4
Deface No	1110201812344D	Deface Date	12/10/2018

This is computer generated receipt, hence no signature is required.







Receipt of Document Handling Charges

PRN 1210201811001 Receip

Receipt Date 12/10/2018

Received from DAS OFFSHORE ENGG PVT LTD SUJIT S KHADE, Mobile number 9367317234, an amount of Rs.180/-, towards Document Handling Charges for the Document to be registered on Document No. 4719 dated 12/10/2018 at the Sub

Registrar office S.R. Solapur Uttar 1 of the District Solanur

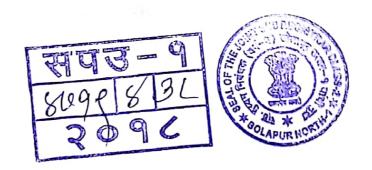
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DEFACED

Payment Details

Bank Name	SBIN	Payment Date	12/10/2018
Bank CIN	10004152018101208445	REF No.	IGAEODSAO9
Deface No	1210201811001D	Deface Date	12/10/2018

This is computer generated receipt, hence no signature is required.



AGREEMENT

NAME OF PROJECT: SOLAPUR CITY UNDERGROUND SEWERAGE

SCHEME UNDER AMRUT MISSION

(FOR SEWERAGE ZONE I TO IV, VI & IX TO XIII)

(Providing Lowering, Laying, jointing and Testing Sewerage Collection System, Rising main, Construction of Sump and Pump House, STP Cap. 20.00 MLD

& 15.50 MLD based on MMBR Technology.)

The Agreement is entered into at Solapur on date 12/10/2018 between the Solapur Municipal Corporation, its officer The Municipal Commissioner Dr. Avinash Kondiba Dhakne Age: 48 years, Occu: Commissioner, R/o. office of SMC, Indrabhuvan, Solapur, a Municipal Corporation constituted under Bombay provincial Municipal Corporation Act 1949 having its office at solapur, here in after referred to as SMC (which expression unless repugnant to the context or meaning thereof includes its successors) of the FIRST PART

AND

DAS OFFSHORE ENGG. PVT. LTD. Its Director Mr. Sujit Suresh Khade, Age: 28 years, Occu: Business, Residing at: Sagar Uday "Plot No. F-3, Behind CIDCO Bhavan, (Agroli)CBD Belapur, Navi Mumbai-400614, here in after referred to as Contractor (Whereas which expression unless repugnant to the context or meaning thereof includes its successors for SECOND

PART.

WITENESSETH

NAME OF WORK: - SOLAPUR CITY UNDERGROUND SEWERAGE SCHEME UNDER AMRUT MISSION (FOR SEWERAGE ZONE I TO IV, VI & IX TO XIII)

(Providing Lowering, Laying, jointing and Testing Sewerage Collection System, Rising main, Construction of Sump and Pump House, STP Cap.20.00MLD & 15.50 MLD based on MMBR Technology.)

SMC had invited a tender for execution of above said Project of Solapur City Underground Sewerage Scheme on 16/10/2017. In response to this SMC received three Bidders. After analyzing all documents submitted from the all the bidders Hon. General Body Committee, SMC has passed Resolution No. 1 Dated 07/04/2018 to implement the Project by Contractor DAS Offshore Engg. Pvt. Ltd., Navi Mumbai for the Accepted Tender cost Rs. 169, 67, 62,143/-(2.70 % below).

In mean time one Civil Writ Petition no.5207 of 2018 filed in Hon'ble High Court of Judicature at Bombay by one Mr. Santosh Arjun Kamble against the Solapur Municipal Corporation in which this contractor also made party responded no.4. In the said writ petition the work under this agreement awarded to contractor herein is challenge and get ad-interim stay on dated 4th Jun 2018 for issuing the work order to the project under the agreement form the Hon'ble High Court.

The State Government as well as the SMC have file detail affidavit and additional affidavit in the above write petition. The contractor Dass Offshore Pvt. Ltd. also appears through their counsel. After hearing on merit the Hon'ble High Court comprising Coram

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JJ.Naresh Patil Acting C.J & G.S. Kulkarni J. passed order on dated 26th September 2018 by which ad-interim order of granting stay for issuance of work order on 4th June 2018 stands vacated. Therefore there is no stay today for issuance of work order after entering in to an agreement. Hence both the parties in the agreement are proceeding for commencing of work under the agreement. It is pertinent to note that Civil Writ Petition no.5207 of 2018 till pending in the Hon'ble High Court of Bombay and the final outcome of the decision of Hon'ble Court is binding on this contractor as well as work under the agreement.

In any event and circumstance due to the final order of the Hon'ble High Court, Bombay in Civil Writ Petition no.5207 of 2018, the SMC shall neither be responsible nor be liable for any loss caused to the contractor. The contractor shall remain and liable for any economical loss caused to the SMC Corporation due to final decision in the petition.

Whereas Contractor has offered to perform the proposed works in accordance with the terms & condition of the contract and as per the tender documents of Volume I , Volume II , Volume III , Volume IV & CSD (Common Set of Deviation).

Now therefore, in consideration of the mutual convenience and agreement of the parties here in contained and to be performed, contractor herby agree to complete the works at the prices and on the terms & conditions provided here in contained and the owner hereby employ the Contractor and agree to pay him the contract prices provided there in for the fulfillment of the work and the performance of the covenants set forth herein.

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TERMS AND CONDITIONS

 The contractor shall complete the work within 24 calendar months from the date of issue of work order (Including monsoon) normally, No Extension will be granted and compensation on account of delay in completion of work would be levied as per Tender condition.

Construction Period: 24 Months

Trial run: 12 Months after successful completion of work. (For Rising mains, Pumping stations, sump and pump house, Pumping machinery and STP)

O&M Period: 24 Months after successful completion of Trial run. (For Rising mains, Pumping stations, sump and pump house, Pumping machinery and STP)

- 2. The Contractor shall submit to the SMC for approval his detailed program of work in BAR chart / PERT chart from indicating the date that each part of branch of the works will be started and completed including, where applicable, the continuance of operations & indicating a schedule of the required submissions including samples, lists of materials and equipments, equipment data and instruction manuals. The contractor must complete the work of each sub work within the stipulated times as shown in the Bar Chart without fail. The contractor should submit the monthly progress of work to SMC.
- 3. The Contractor shall remobilize all machinery, labor etc on the any sub work mentioned above at any time directed by Engineer in charge and will have to complete the sub work within the stipulated time as shown in the Bar Chart without fail.
- 4. The Contractor is ready to work at the pre mentioned site.

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- 5. If the Contractor failed to complete work in stipulated time period or if progress of work is unsatisfactory, then SMC has right to cancel the work and in that case the Security Deposit of Contractor shall stand forfeited and the absolutely at the disposal of Solapur Municipal Corporation.
- 6. If the contractor failed to complete the work in stipulated time period or progress of work is unsatisfactory or during the course of work if the dispute arises between the contractor and the Engineer in charge then it shall be referred to the Municipal Commissioner, Solapur Municipal Corporation, Solapur. His decision shall be final and binding. Even if the contractor resorts to approach in the court of law then in order that the work shall proceed, the SMC has full right to hire another contractor to get the work done, and this process shall be applicable for whatever new contractors are employed. In such case all expenses incurred on above scheme for fixing new contracting agency additional supervisory staff including the cost of work , charged establishment and cost of the work executed by the now contract agency will be debited to the contractor and the difference in value of the works done or executed through the new contractor shall be debited to the contractor and the difference in value of the works done or executed through the new contractor shall be debited to the contractor in all respects.
 - 7. All terms and conditions in the Tender documents (Volume I, Volume II, Volume III, Volume IV & CSD) and the points clarified in pre bid meeting (common set of deviations) shall be part and parcel of this agreement & shall understand, read along with this agreement.

8. In case the contractor fails to complete the work in the stipulated time, fine minimum Rs. 500/- per day for each sub



work or as per the fine decided by the Hon. Municipal Commissioner, SMC will be charged and recovered from the bill.

- 9. Due to certain difficulties if contractor unable to complete the work within stipulated time, he should give written letter demanding time limit extension giving reason for it, one month before completion of sanctioned time limit. If Hon'ble Municipal Commissioner get convinced by the reasons along with documents given by contractor, then only Hon'ble Municipal Commissioner will sanction extension to the work with or without charging penalty. The Hon'ble Municipal Commissioner having discretion to grant the extension of time.
- 10.It is pertinent to note that Civil Writ Petition no.5207 of 2018 till pending in the Hon'ble High Court of Bombay and the final outcome of the decision of Hon'ble Court is binding on this contractor as well as work under the agreement. In any event and circumstance due to the final order of the Hon'ble High Court, Bombay in Civil Writ Petition no.5207 of 2018, the SMC shall neither be responsible nor be liable for any loss caused to the contractor. The contractor shall remain and liable for any economical loss caused to the SMC Corporation due to final decision in the petition.
- 11.Proposed work is carried out under supervision of Engineer In
 Charge of SMC or their representatives. SMC has power to take an addition, alteration or increasing and decreasing the quantity of work as per site condition.
- 12.On receipt of work order the contractor will have to erect the site office or godown, he shall have to obtain written permission from the Public Health Engineer for that purpose. If the contractor wants to use the land belongs to SMC for office

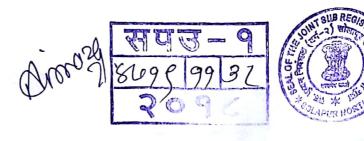
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as well as godwon purpose he will have to act as per Clause 18 laid down in the tender documents.

- 13.No arbitration is allowed, decision of the Hon'ble Municipal Commissioner shall be final and binding on all the parties. All the dispute between the party shall be subject to Solapur District courts exclusive jurisdiction in the matter.
- 14. There shall be a defect Inability period of one year after issue of completion certificate for the work if any defects found during defects Inability period the contractor must have to remove the defective work and repair as directed by SMC with his own cost within 4 days of notice by SMC. If the contractor does not execute maintenance work as per given notice within 4 days the maintenance work should be completed by SMC from other agencies and the payment will be deducted from the security deposit of the contractor.
- 15. The contractor shall have no claims to payments or compensation whatsoever by reason or in purchase of any notice as aforesaid, on account of any supervision, stoppage or curtailment of the work.
- 16. If there is any accident occurs at the time of execution of work.
 It is total responsibility of the contractor to pay compensation & damages in accident and all disputes should be settled between contractor and third party. SMC will not be responsible and answerable for the same.
- 17. The contractor shall have to appoint proper technical site engineers for every site.
- 18. The contractor shall be deemed to have carefully studied the work and site condition, specifications and other various data including drawing, design and accordingly the contractor should do the work with design and drawing by SMC.

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- 19.Salient features of some major labor laws / Acts applicable to establishment engaged will be as follow
 - a. Workmen Compensation Act 1923.
 - b. Payment of Gratuity act 1972.
 - c. Employees PF and miscellaneous provisions Act 1952.
 - d. Maternity Benefit Act, 1951.
 - e. Contract Labor (Regulation & Abolition) Act 1970.
 - f. Minimum Wages Act 1948.
 - g. Payment of wages act 1936
 - h. Equal Remuneration act 1979
 - i. Payment of Bonus act 1965
 - j. Industrial Disputes act 1947
 - k. Industrial Employment (Standing Orders) act 1946
 - 1. Trade Union act 1926
 - m. Child labor (Prohibition & Regulation) Act 1986.
 - n. Inter sate migrant workmen's (Regulation of Employment and Conditioned of Services) Act 1979
 - The Building and other construction works (Regulation of employment and conditions of services Act 1946 and the cess Act of 1996)
 - p. Factories Act 1948
 - q. MMC Act (Maharashtra Municipal Corporation Act)

The relevant laws and notifications, directions and orders passed by State Government as well as Central Government for the work under the agreement will be applicable for the work under the agreement.

20. At the time of execution of work the contractor must test the material from the quality control department (S.G.S /PWD / Engineering College or Govt. Institute) and submit the test

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certificate time to time at his own cost while work is under execution.

- 21. The Bureau of Indian Standards (BIS) code of practice and MJP/PWD's circulars and Red book specifications as available up to date shall be applicable. The materials required for various terms shall conform to IS codes wherever available. The latest edition of IS codes shall be applicable.
- 22. The contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such drawings and particulars have been approved by the Engineer-In-Charge or not.

Responsibility of Contractor As to Quality -

All article supply by the contractor in accordance with this agreement shall be new and of best quality and in working condition of their respective kinds, in accordance with municipal samples or specifications, if any and of the exact size, kind and description require and shall be subject to the prior approval of the party or party singing sings the same and incase of their not being approved shall be liable to be rejected.

- 23. The contractor shall supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work.
- 24. The contractor shall supervise and direct the works efficiently and with his best skill and attention. He shall be solely responsible for means, methods, techniques, procedures, and sequences of constructions.
- 25.The contractor shall comply with all laws, ordinance, regulations, codes and orders governing, the transportation, storage and use of explosives, shall exercise extreme care not to

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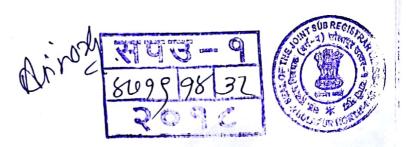
endanger life or property, and shall be responsible for all injury or damage resulting from the use of explosives for or on the work. No blasting shall be done in the vicinity of existing structures above or below the ground / within water bodies, without the prior written consent of the Engineer-In-Charge and the laws, Rules and regulations of Revenue Authority governing the same shall be followed strictly by the contractor.

- 26. The contractor shall inform himself of all laws, ordinances, codes rules and regulations in any manner affecting those employed on the works or the materials used in the works, or in any way affecting the conduct of the works and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the work.
- 27.Unless otherwise provided in the contract documents, the contractor shall secure and pay for all taxes, Governmental fees and license necessary for the execution and completion of the work.
- 28. The contractor shall be solely responsible not withstanding any stipulation by SMC or Engineer-In-Charge for initiating, maintaining and supervising all safety precautions and program in connection with the work and shall comely with all laws, ordinances codes, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

Indemnity -

SMC Shall not be held liable for indemnify and hold harmless to contractor it's directors, associates, affiliates, incubate, service provider and contractors, from all loss, damage, demand, suit, action, claim etc. The contractor shall bear or make himself

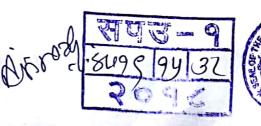
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insure for any risk that may arise or that may be caused or may accrue on account of implementation of the said project.

- 29. The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walk ways, watchmen, night lights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safe guards to protect the work, lift property, the public, excavations, equipment, and materials as generally required, Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. If non compliance of this condition and accident the occurred the contractor shall be sole liable and responsible for that consequence.
- 30. The SMC shall have the authority to enforce compliance with the contract documents. On all the questions relating to quantities, relating to quantities, qualities, and the acceptability of materials. Equipment, or works, the adequacy of the performance of the work, and the interpretation of the Drawings and specifications, the decision of the Engineer-In-Charge are final and binding and shall precedent to any payment under the contract agreement unless otherwise provided in the contract documents. The Engineer-In-Charge shall have the authority to stop the work or any part thereof as may be necessary to ensure the proper execution of the work as per technical specification, to disapprove or reject the works which is defective, to require the uncovering and inspection or testing of the works to issue interpretation and clarifications, to order changes or alternations in the work, and other authority as provided elsewhere in contract documents.
- 31. Written notice given by SMC shall be deemed to have been duly served or delivered in person to the individual or member of the firm or sent by registered or certified mail to the last

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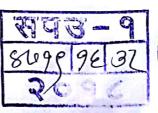


business address known to him who gives the notice. The address given in the contractors Tender on which the contract agreement is found is herby designated as the place to which all notices, letters and other communications to the contractor shall be mailed or delivered except that said address may be changed by the contractor by notifying the owner in writing. This shall not preclude the service of any notice letter or other communication upon the contractor personally.

- 32. The owner shall have the right, upon written notice to the contractor, to take possession or occupancy of any completed or partially completed portions of the work, not withstanding that the time for completing the entire work.
- 33.No price escalation will be applicable for this work at any condition.
- 34. No mobilization advance will be given to the contractor for this work.
- 35. The entire work being carried out by the contractor shall be insured and the same shall be kept in force always. The copy of receipts of insurance payments so made shall be given to Solapur Municipal Corporation, Solapur.
- 36.Priorities for items to be executed shall be determined periodically by SMC keeping in view the final time limit allowed for the work.
- 37. All the work and materials before finally taken over by Solapur Municipal Corporation, Solapur will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude, interim payments made for such work will not alter this position.
- 38. The contractor shall inform the Engineer-In-Charge, Solapur Municipal Corporation, Solapur in writing when any portion of the work is ready for inspection giving him sufficient notice to

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enable him to inspect the same without affecting the further progress of the work. The work shall not be considered completed in accordance with the terms of the contract until the Engineer –In-Charge, Solapur Municipal Corporation, solapur shall have certified in writhing to that effect.

39. The contractor shall not subcontract the any single of the works.

The Contractor shall be responsible for the acts or default of any Subcontractor, his agent or employees, as if they were in the acts or default of the contractor. No sub contract shall be allowed. It shall be considered as breach of contract.

Sub – contracting is not permitted and it is considered as violation of main terms and of breach of contract. For any doubtful expenditure or sub contact issues, the SMC corporation and the Commissioner shall have rights to inspects accounts or vouchers or bills reference etc. It is prime responsibility of the contractor to produce all relevant documents whenever called by Commissioner Solapur Municipal Corporation, Solapur.

Assignment -

The contractor shall not be entitled to assign, transfer, charge, sub contract the said project or any part thereof to any person / third party it will consider as breach of the contract.

40. Solapur Municipal Corporation shall monitor the entire work, along with the project Management Consultants appointed for the said assignment. The contractor shall be responsible for the submission of the entire document. The contractor shall be responsible for the submission of all the documents in triplicate, two copies to be submitted to SMC (out of which one copy shall be handed over to Project management Consultant and one

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copy shall be retained by SMC officials) and the third copy shall be submitted to Solapur Municipal Corporation, Solapur for the initial assessment. This is applicable for all the drawings / designs / data submissions / letter or documentation for verifications / assessment etc.

41. Third party inspection shall be carried out for material as listed below.

All types of pipes such as DI,RCC, Pipes etc.

Manhole frame and covers,

This shall be carried out by inspecting agency / authorities approved by Solapur Municipal Corporation, Solapur and Project Management consultants. All the expenses likely to be incurred, cost of inspection etc. will be borne by the Contractor.

- 42.a) Any excess in quantities in any item as per site conditions will be paid as per accepted Tender Rates with necessary competent sanction by SMC.
 - b) Any extra item as per site condition will be paid as per current schedule of rates with necessary competent sanctions by SMC.
- 43. No local housing is available. The contractor should arrange for the suitable housing for his staff, labor tec. at his own cost within the area permitted by the Department.
- 44. The contractor shall be responsible for maintaining law and order in his camp and or at the work site. He shall employ such officers, watchman or other person as required. The contractor from his camp or from the work shall exhaust unauthorized and undesirable person. If in the opinion of the Executive Engineer any employee or Agent of the contractor misbehaves or cause obstructions in the proper execution of the work or otherwise make him self undesirable the contractor shall on receipt of instruction to do so remove him from the premises.

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TERMINATION

- The Hon'ble Commissioner of SMC shall have right to terminate this agreement if the contractor fails to comply with the order or carry out the work within the period stipulated or the article supply by the contractor are found of inferior quality or not as per the specification, and tender document etc. when tested through Govt. approved lab / S.G.S and test report are not found in consonance with specification.

EFFECT OF TERMINATION

- The SMC or the Commissioner shall forfeit the deposit of contractor in case of anticipatory breach of contract or failure on the part of contractor any time during the continuance of this contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion this contract the commissioner shall be at liberty, absolutely to determine the same and the contractor shall make good to the corporation all loss, cost and damage of every description which the corporation may sustain in consequence of such failure or breach or determination of the contract and the said sum of deposited as EMD or bank guarantee and contract deposit as aforesaid shall be absolutely forfeited to the S.M corporation as liquidated damages for such failure or breach or determination of the contract and also invokes civil as well as criminal liability on the contractor.

Penalty for inferior supply/service and irregularity in work assigned to contractor — if the articles supplied by the contractor are found of inferior quality or not as per the specification, when tested through Govt. approved lab/ SGS, if test reports are not

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15 rom . 196 - 9 8498 | 98 | 37 found in consonance with the pre-tested sample along with the tender, the supply / service shall be rejected and

- a) If the default committed by contractor is of first time he shall liable for penalty up to 20% of the total purchase / service cost and
- b) If the default committed is of second time, the contractor shall be blacklisted for the period of 10 years and
- c) If the default committed is of third time or more than that, the contractor shall be permanently blacklisted.
- 45. Unless otherwise specifically mentioned in the tender item, the tendered rate for all items in tender shall cover all lifts and leads encountered for the execution of the work as directed and no extra claims for the execution of the work as directed and no extra claims for additional lifts and leads shall be entertained.
 - 46.A work order book / visit note book / Instruction book shall be maintained on the work and the contractor shall sign the orders given by the Engineer-In-Charge or his representative and shall carry them out promptly and report compliance.
 - 47. Contractor shall not sell or otherwise dispose off or remove except for the purpose of this contract. The rubble, stone metal, sand, or murum other material which may be obtained from any excavation, made for the purpose of the contract. All such materials shall be SMC's property and shall be dispose off in the manner and at place as may be directed by the Engineer-In-Charge contractor may with the permission of the Engineer-In-Charge in writing and when directed by him use any of the materials free of cost.

July 1

48. The contractor has to make his own arrangements at his cost for water required for construction, testing filling, structures etc. either from local bodies or from elsewhere, by payment the charges directly and arranging, taking etc. as per necessity. In case SMC's water supply is available, a connection at a suitable place may be sanctioned but, all further arrangements of pumping if required, piping etc. shall be done by the Contractor at his cost and connection charges, electric charge & water charges in such a case shall be paid by the contractor at the rates as decided by the PHE, which shall be final & binding on the contractor.

If any clause of this agreement, Tender document and the Tender terms are contravening to each other. Then any just, fair and responsible clause shall be valid and taken in to consideration and remain in force.

FIRST PART-

CONTRACTOR - FOR DAS OFFSHORE ENGG. PVT. LTD.

MR. SUJIT SURESH KHADE

DIRECTOR, DAS OFFSHORE ENGG. PVT. LTD

SECOND PART-

SOLAPUR MUNICIPAL CORPORATION,

Dr. AVINASH KONDIBA DHAKNE

THE HO'BLE MUNICIPAL COMMISSIONER





WITNESS-



1) MR.GANGADHAR MADIWALLAPA DULANGE In Charge PHE, Solapur Municipal Corporation R/o. 128,D, Jodbhavi peth, Soalpur city.



2) MR.PRAMODKUMAR LAXMAN GUJARE
Project Manager, Dass Offshore Pvt.Ltd.
At Post - Patkul, Taluka - Mahol, Dis - Solapur







घोषणापत्र

यातमीश्रीत्सी स्तु जिल स्तु रेका रलाड

याद्वारे घोषित करितोकी, मा.सह.दुय्यम निंबधक साो,सोलापुर उत्तर दक्षिण यांच्या कार्यालयात"खरेदीखत" या शिर्षकाखाली दस्त नोंदणीसाठी सादर करण्यात आलेला आहे.

श्री सी दिल काष्ण्रशास्त्र हिने हिंगा ति. यांनी मला दिनांक १८११ प रोजी दस्त नंबर — ने लिहुन दिलेल्या रुजिष्ट्र । स्राक्षांकन कुलमुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केलेला आहे. निष्णात करुन कब्रुली जबाब दिला आहे.

सदरचे कुलमुखत्यारपत्र लिहुन देणार यांनी रद्द केलेले नाही किंवा लिहुन देणार व्यक्तीपैकी कोणीही मयत झालेले नाहीत अथवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही.

सदरचे कुलमुखत्यारपत्र पुर्णपणे वैद्य असुन उपरोक्त कृती करण्यास पुर्णतः सक्षम आहे.

सदरचे क्यन चुकीचे आढळुन आल्यास महाराष्ट्र नोंदणी अधिनियम १९०८ चे क्लम ८२ अन्वये शिक्षेस मी पात्र राहीन.

दिनांक: 9219019 (

सहीकुलमुखत्यारपत्र धारकाची



सालापूर महानगरपालिकच्या तहक्ब प्रामुली विश्वि सर्व साधारण सभेपुढे विषय क.ज. १८६.ठ. क...रे... हि...पे ४) १८...रोजी ठेवता जालील प्रोत ठराव पहुमताने प्रवृत्तिमते पास झाला.

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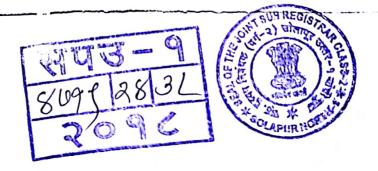
कंद्र शासन पुरस्कृत अमृत अभियान अंतर्गत सोलापूर शहर भुयारी गटार योजना अंतर्गत स्थापत्य कामासाठी प्रस्तावात नमूद कारणास्तव जाहिर प्रसिध्दिकरणाने प्राप्त झालेल्या तीन निविदा धारकांपेंकी (मक्त्याची रक्कम रुपये १७४,३८,४५,९८२/-) सर्वात कमी दराचे निविदाधारक दास ऑफ़शोअर इंजि.प्रा.ित., नवी मुंबई यांचेकडून त्यांनी निविदेत दिलेले मक्त्याच्या रकमेपेक्षा २.७० % कमी दराने सदरचे काम करुन घेणेस, त्यांचे नांवे मक्ता मंजूर करणेस, करार करणेस, वर्कऑर्डर देणेस, येणारे खर्चास व सदरचा खर्च - अमृत अभियान (मलनिस्सारण) - या स्वतंत्र बजेट हेड मधून करणेस तसेच सध्या स्थायी समिती सभापती निवडणूकीची वाव न्याय प्रविष्ठ असल्याने मा. स्थायी समिती गठीत झालेली नाही, अश्या परिस्थितीमध्ये अशी समिती गठीत होईपर्यंत मुं. प्रां. महा. अधिनियम १९४९ चे कलम ७३ (क) या मा. स्थायी समितीचे अधिकार मुं. प्रां. महा. अधिनियम १९४९ चे कलम ३५ (अ) अन्वये मा. सर्वसाधारण सभेस असल्याने प्रस्तुत मक्ता मंजुरीस मा. सर्वसाधारण सभेची मान्यता मिळणेकामी मा. आयुक्त थांचे दिनांक १४/०३/२०१८ चे टिपणी प्रमाणे मान्यता देणेत येत आहे.

महाराष्ट्र महानगरपिताः अधिनियम 1949 मधील तरतुदी आि गहापालिकेच्या हिताच्या ठरावाची अंनुसूब्जावशीची पुढीत

कार्यवाही करावी.

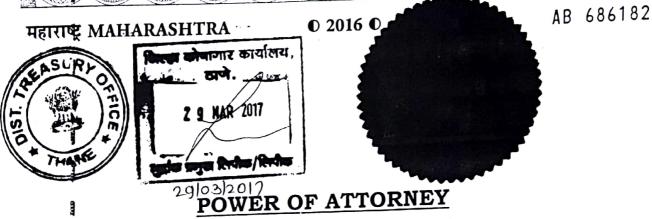
्श्रीर्युक्त सोलापूर महानगरपालिका मचर सचिव शतापुर महानगरपार्तिके

Mainct- 203 EX GAO- 9 दिनांक-७/०४/9८



Scanned by CamScanner





KNOW ALL MEN BY THESE PRESENT, I DATTA DAGADU KHADE an adult, Indian Inhabitant of Mumbai, Director, DAS Offshore Engg. Pvt. Ltd. office situated at Sagar Uday Plot No. F-3, Behind CIDCO Bhavan, Agroli, C.B.D. Belapur, Navi Mumbai- 400 614 SEND GREETINGS:

WHEREAS we are engaged in the business of carrying infrastructure project, construction and maintenance works at various infrastructure fields.

	ভাউ্দেশ্ন - ২/	Annexure - II	1 2 1 1	R 2017
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मिळकतीचे वर्णन		भरा भाषणा कर	all alled oblicely	।/ ताहर
मुद्रांक विकत धेणा-यत्वे नाव	DAS OFFSHO	RE ENGG. PVT. LTD.	***************************************	····•
दुस-या पक्षकारादे नाव	"Sagar U	day" Plot No. F-3,	•••••	••••••
हर्स अवस्थान करने करन	Behind Cip	CO HINZUAN TARROTT	A	Kishac
मुझंक शुल्क रवकम 50	o CBD Belapur, 1	Vávi Mumbai - 400 614	सहा .	11.(21.04
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च्याः का महाद	त्णाताठी ज्यांनी मुद्रांक इ खरेदी केल्यापा सून ६	खरेदी केला त्यांनी स्थाध कारण महिन्यात वापको संग्रहताल व		7



Now, therefore, know all men that we, M/s. DAS Offshore Engg. Pvt. Ltd, do hereby nominate, authorize, empower to Mr. SUJIT SURESH KHADE an adult Hade of the Department(HOD), to be our lawful attorney and agent for the following purposes, viz;

- 1. To sign and submit the Tender documents to negotiate with various Government authorities to finalize the negotiated cost .
- 2. To carry out, manage site and conduct all business at site and to do everything usually necessary for the completion of work at site from time to time.
- 3. To engage labor of every description skilled and unskilled to carry out work at sites.

To take and accept measurement and to submit bills, follow up and receive payments from clients or his subordinate office or offices.

To draw material from the clients to give receipt for the same and account for the same on work at site.

- 6. To receive instructions from the officer and officers and act on them, from time to time and carry out execution of the works.
- 7. To submit the tender, other documents and submission the necessary papers to the all work.
- 8. In our name and on our behalf to sign all applications, affidayles, agreements and all such other documents, as may be necessary for submission of the bid/Tender for the Project 19 9 20 3 (
- 10. On our behalf to attend meetings, seek clarifications and negotiate with the authority, as the Attorney may deem fit.
- 11. In our name and on our behalf generally to make, do, execute and perform all and every other acts, deeds and things whatsoever in any way be necessary or expedient to be done of every nature or kind relating to matters referred to above as fully and effectually for looking after our interest in any manner.



IN WITNESS WHEREOF, we, DAS Offshore Engg. Pvt. Ltd through DATTA DAGADU KHADE, Director has hereunto set our hands to the Power of Attorney on this the 18th day of April, 2017, at CBD Belapur, Navi Mumbai.

SIGNED AND DELVIERED

By the within named

In the presence of

MR.DATTA DAGADU KHADE

Witness

1.

SIGNED AND DELVIERED

By the within named

In the presence of

MR.SUJIT SURESH KHADE

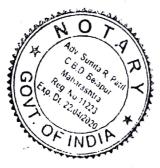
Witness





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NOTED & REGISTERED
Reg. No.: 7.97 217



DAS OFFSHORE ENGG. PVT. LT

ISO 9001:2008, ISO 14001:2004, BS-OHSAS 18001:2007, U & R Stamp Certified Company (OIL & GAS DIVISION)

15.04.2017

EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF DAS OFFSHORE ENGG. PVT.LTD HELD ON 15/04/2017 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT SAGAR UDAY, PLOT NO.F.3 AGROLI VILLAGE, SECTORT-29, CBD BELAPUR, NAVI MUMBAI - 400 614

PRESENT:

- Mr.Datta D Khade, Chairman 1)
- Dr. Ashok D Khade, Managing Director 2)
- Mr.Nishant D Khade, Director 3)

Agenda:

To issue Power of Attorney to Mr. Sujit S Khade, HOD, Civil Dept. for the Civil

projects of SMC, Solapur & NTPC Limited, Solapur as he has been looking after these projects and Shri Datta D Khade, Chairman to be authorized for signing the

Power of Attorney in favour of Mr.Sujit S Khade.

The Agenda was tabled and discussed. The Chairman, Datta D Khade opined that since Mr.Sujit S Khade is most of the time stationed at Solapur for the SMC & NTPC projects site at Solapur and he is required to sign various documents to be submitted to SMC & NTPC, Solapur. However, some documents need to be signed by the Board members and hence forwarded to Head Office for Directors signatures which delay the matters. Therefore, Chairman informed the Board that if the Power of Attorney is issued in favour of Mr.Sujit S Khade, the documents required to be signed by the Board member can be signed by Mr.Sujit S Khade and submitted to SMC & NTPC. Solapur immediately which would avoid delay in pursuing the matters. After discussion the following resolution is passed by the Board.

RESOLVED that Mr.Sujit S Khade, HOD, Civil Dept. has been authorized by the Board to sign all such documents which generally required to be signed by the Board members and other routine matters pertaining to SMC & NTPC, Solapur projects. The specific authorization shall be mentioned in the Power of Attorney. The Board also authorized Mr.Datta D Khade, Chairman to sign the said Power of Attorney in favour of Mr. Sujit S Khade.

For DAS OFFSHORE ENGG.PVT.LTD.

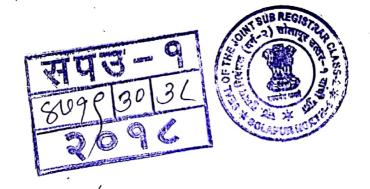
(DATTA D KHADE) CHAIRMAN

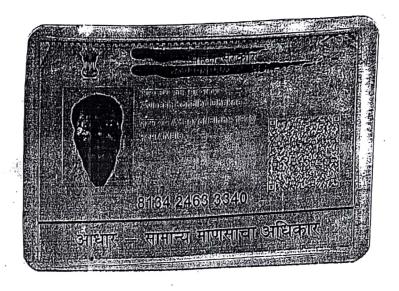
(DR.ASHOK D KHADE) MANAGING DIRECTOR (NISHANT D KH DIRECTOR

"Sagar Uday" Plot No. F-3, Behind CIDCO Bhavan, (Agroli) CBD Belapur, bar - 400 614. Ph.: 91-22-67606767 Fax : 91-22-27570795 Email: dasoffshore@dasoff.com Website: www.dasgroup.co.in

Works: D-377 / 382 / 389, MIDC, Kukshet Village, TTC Area, Near Indian Oil Blending Plant, Navi Mumba - 400 706.















anta theory gove, of india



SURESH DAGADU KHADE

29/05/1990

Permanent Account Number

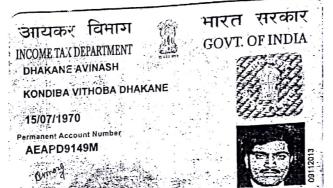
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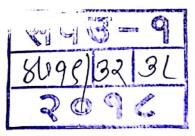


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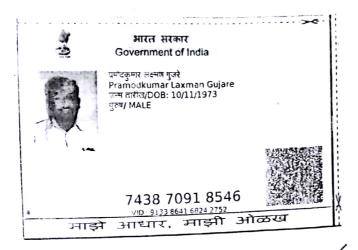
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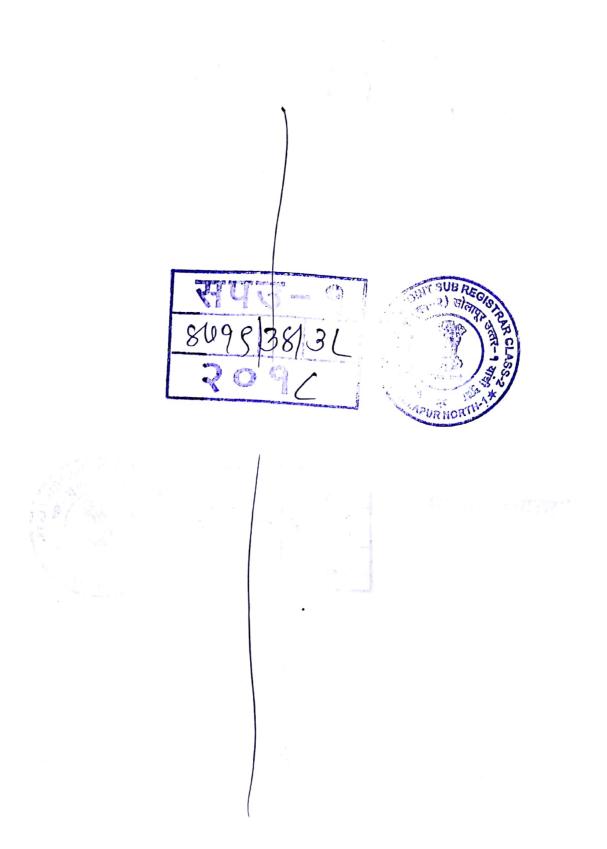














"स्वयंसाक्षांकित"







... शुक्रवार,12 ऑक्टोवर 2018 2:55 म.नं.

दस्त गोषवारा भाग-1

सपउ1 <u>303</u> दस्त क्रमांक: 4719/2018

दस्त क्रमांक: सपउ1 /4719/2018

बाजार मुल्य: रु. 00/-

मोबदला: रु. 1,67,67,62,143/-

भरलेले मुद्रांक शुल्क: रु.16,96,500/-

दु. नि. सह. दु. नि. सपउ1 यांचे कार्यालयात अ. क्रं. 4719 वर दि.12-10-2018 रोजी 2:30 म.नं. वा. हजर केला. पावती:8093

पावती दिनांक: 12/10/2018

सादरकरणाराचे नाव: दास ऑफशोअर इंजि.प्रा.लि.तर्फे

डायरेक्टर - सुजीत सुरेश खाडे . .

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 580.00

डाटा एन्ट्री

रु. 20.00

पृष्टांची संख्या: 29

दस्त हजर करणाऱ्याची मही:

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दस्ताचा प्रक्रार: कार्यकंत्राट

मुद्रांक शुल्क: (व) ते दहा लाख रूपयांपेक्षा अाकि असेल तर

शिक्का क्रं. 1 12 / 10 / 2018 02 : 30 : 50 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 12 / 10 / 2018 02 : 33 : 02 PM ची वेळ: (फी)



12/10/2018 3 35:15 PM

दस्त गोपवारा भाग-2

स्वाक्षरी:-

मपउ1 दस्त क्रमांक:4719/2018

दस्त क्रमांक :सपउ1/4719/2018 दस्ताचा प्रकार :-कार्यकंत्राट

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार नाव:मोलापूर महानगरपालिका तर्फे आयुक्त डॉ.अविनाश लिहून घेणार वय:-48

पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: इंद्रभवन सोलापूर, महाराष्ट्र, सोलापुर.

पॅन नंबर:AAALS0017R

कोंडीवा ढाकणे . .

नाव:दास ऑफशोअर इंजि.प्रा.ितर्फे डायरेक्टर -लेहून देणार सुजीत सुरेश खाडे . . वय :-28 स्वाक्षरी:-

पत्ताःप्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: सागर उदय प्लॉट नं.एफ-3 सिडको भव पाठीमागे मी वी डी वेलापूर नवी मुंबई आज मुक्काम सोलापूर , महाराष्ट्र, ठाणे.

पॅन नंबर:BLWPK7613R

छायाचित्र



अंगठ्याचा ठमा







वरील दस्तऐवज करुन देणार तथाकथीत कार्यकंत्राट चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:12 / 10 / 2018 02 : 36 : 25 PM

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खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु पक्षकाराचे नाव व पत्ता 豖.

नाव:गंगाधर मडीवळप्पा दुलंगे . . वय:57 पत्ता:जोडभावी पेठ सोलापूर पिन कोड:413007

2 नाव:प्रमोदकुमार लक्ष्मण गुजरे.. पत्ता:पाटकुल ता मोहोल जि सोलापूर पिन को इ:413007

छायाचित्र

अंगठ्याचा ठमा









पुस्तक क्रमांक १

स्वाक्षरी

स्वाक्षरी

शिक्का क्र.4 ची वेळ:12 / 10 / 2018 03 : 13 : उर्के भीक - 🛇 🔰 ρ वर नोंदला पाने.

सहदुनि स्रेलापूरउत्तर1

EPayment Details.

सह दुय्यम निवंधक वर्ग-२ सोलापूर उत्तर-१

वि.

सन २०१। / माहे

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