

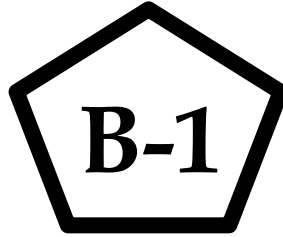
GOVERNMENT OF MAHARASHTRA

PUBLIC WORKS DEPARTMENT

PUBLIC WORKS REGION, NASHIK

AHMEDNAGAR P.W. CIRCLE AHMEDNGAR

Executive Engineer, E.G.S. (Works) Division
Ahmednagar



E - TENDER PAPERS

NAME OF WORK: - A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

Head of Account :- **3054 R&B**

AMOUNT PUT TO TENDER	:-	Rs. 390490/-
EARNEST MONEY	:-	Rs. 4000/-
SECURITY DEPOSIT	:-	Rs. 15700/-
DATE OF RECEIPT OF TENDER	:-	17/11/2015

NAME OF WORK: - A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

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Original Agreement No. : B-1/

Name of Work : A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

Name of Contractor :

Date of Receipt of Tender : upto 17.30 hours.

No. & Date of Work Order :

Amount put to Tender : Rs. 390490/-

Percentage quoted :

Amount of Contract :

Date of Commencement :

Time stipulated for completion of work : 4 (Four) Calender Months from the date of written order to start work, which will include the monsoon period.

Date of completion as per Agreement :

Actual Date of Completion :

Reference to sanction of tender :

Extension of time limit : 1

Certified that this original Agreement contains : Pages 01 to

Contractor

No.of Corrections

Executive Engineer

**PUBLIC WORKS DEPARTMENT
GOVERNMENT OF MAHARASHTRA**

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DETAILS OF WORK

E-TENDER NOTICE NO. 10 for 2015-16

Work No.	NAME OF WORK	Estimated Cost put to tender	Earnest Money	Cost of Tender Form	Registrati on Class of Contractor	Stipulated completion period
1	A) Repairs to MSH - 8 to Wambori Khospuri Miri Maka Shevgaon road , SH - 52, km - 17/500 to 17/700 & 18/200 to 18/400, Tal - Rahuri., Dist. - Ahmednagar. (Patch work),B) Repairs to Taharabad Rahuri Umbre Brahmni Sonai Ghodegaon Chanda Koutha Fatepur Deogaon to Kukana road , SH - 66, km - 29/200 to 30/00 ,Tal - Rahuri., Dist. - Ahmednagar.(Patch work),	2207195/-	22100/-	1000/- (Non Refundable)	V-A and Above	6 Months
2	A) STBT to Rahuri Vidyapith to Digras Road ,(VR - 109), Km - 0/500 to 1/00, Tal - Rahuri,B) STBT to Katrad to Chedgaon Road ,(ODR-66), Km - 0/00 to 0/700, Tal - Rahuri,C) STBT to Muladam to Rahuri Vidyapith Road ,(VR-113), Km - 2/500 to 3/300, Tal - Rahuri,D) Black Topping to MDR - 27 to Aradgaon Road ,(ODR-66), Km - 0/00 to 0/850, Tal - Rahuri,	2379500/-	23800/-	1000/- (Non Refundable)	V-A and Above	6 Months
3	A) STBT to SH - 36 to Mhaisgaon Kolewadi Road ,(ODR - 342), Km - 0/00 to 1/200, Tal - Rahuri,B) Black Topping to (MSH - 8) Nagar Manmad Road to Deshwandi Road ,(ODR-322), Km - 1/200 to 2/100, Tal - Rahuri,	1760845/-	17700/-	1000/- (Non Refundable)	V-A and Above	6 Months
4	Repairs to A) Jeur Kumbhari Shingve Puntamba Shrirampur Deolali Rahuri Kharkhana Taharabad Mandave Pimpalgaon Dipa to MSH 50 road , SH - 36, km - 92/00 to 92/500 ,,B) Taharabad Rahuri Umbre Brahmni Sonai Ghodegaon Chanda Koutha Fatepur Deogaon to Kukana road , SH - 66, km - 10/600 to 10/700 & 11/200 to 11/500 ,C) SH - 50 to Sangamner Deogaon Pimparne Shiplapur Tambhere Guha Deolali Takalimiya Musalwadi Malegaon Kopare Tilapur to Nimbhari road , MDR - 26, km - 71/800 to 72/800 ,Tal - Rahuri., Dist. - Ahmednagar. (Patch work)	2272855/-	22800/-	1000/- (Non Refundable)	V-A and Above	6 Months
5	Repairs to SH - 66 to Kharshinde Varshinde Taharabad Malharwadi Rahuri Kr.Rahuri Station Manori Valan Manjari Nibhari Khupati to Newasa road , MDR - 27, km - 11/600 to 12/100 ,Tal - Rahuri., Dist. - Ahmednagar.	326737/-	3300/-	500/- (Non Refundable)	VIII and Above	6 Months
6	STBT to Rahuri College Road to Yewale Akhada Road ,(ODR - 262), Km - 4/00 to 5/00, Tal - Rahuri,Dist. Ahmednagar	1543690/-	15500/-	1000/- (Non Refundable)	V-A and Above	6 Months

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT

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Work No.	NAME OF WORK	Estimated Cost put to tender	Earnest Money	Cost of Tender Form	Registrati on Class of Contractor	Stipulated completion period
7	STBT to SH - 66 to Tamner Akhada Road ,(ODR - 63), Km - 1/00 to 2/00, Tal - Rahuri,Dist. Ahmednagar	1755509/-	17600/-	1000/- (Non Refundable)	V-A and Above	6 Months
8	STBT to Wambori to Gorakshanath Gad Road ,(VR - 156), Km - 1/200 to 2/200, Tal - Rahuri,Dist. Ahmednagar	1915522/-	19200/-	1000/- (Non Refundable)	V-A and Above	6 Months
9	A) C.R. to Deolali Taharabad Mandave SH - 36 Km.50/00 to 73/00 Tal.Rahuri (Pot Hole Filling). B) C.R. to SH-50 to Sangamner Shiplapur Tambhere Deolali Takalimiya Pathare Tilapur Road MDR - 26 Km.30/00 to 74/00 Tal.Rahuri (Pot Hole Filling). C) C.R. to Pathare Manjari (Shirdi Karajgaon Ganeshwadi Vitthalwadi Shinganapur) Road MDR- 83 Km.9/00 to 14/200 Tal.Rahuri (Pot Hole Filling).	524373/-	5300/-	500/- (Non Refundable)	VII and Above	04 Months
10	A) C.R. to Taharabad Rahuri Umbre Bramhni Sonai Ghodegaon Chanda Kukana S.H-66 Km.15/800 to 30/00 Tal.Rahuri (Pot Hole Filling). B) C.R. to Sh-66 to Kharshinde Varshinde Taharabad Rahuri Manjari Road MDR-27 Km.15/800 to 37/00 Tal.Rahuri (Pot Hole Filling). C) C.R. to SH-52 to Wambori Bramhni Khedle Parmanand Road MDR-32 Km.0/00 to 15/00 Tal.Rahuri (Pot Hole Filling).	344371/-	3500/-	500/- (Non Refundable)	VIII and Above	04 Months
11	A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)	390490/-	4000/-	500/- (Non Refundable)	VIII and Above	04 Months
12	S.T.B.T. Vitthalwadi to Higoni Road V.R.-127 Km. 0/00 to 1/00 Tal. Newasa Dist. Ahmednagar.	1728686/-	17300/-	1000/- (Non Refundable)	V-A and Above	6 Months
13	S.T.B.T. Kharwandi nipani Nimgaon Road O.D.R.-323 Km. 0/00 to 3/00 Tal. Newasa Dist. Ahmednagar.	1736767/-	17400/-	1000/- (Non Refundable)	V-A and Above	6 Months
14	S.T.B.T. Lohgaon to Panaswadi Road. (O.D.R.-75) Km. 0/00 to 1/00. Tal. Newasa Dist. Ahmednagar	1737470/-	17400/-	1000/- (Non Refundable)	V-A and Above	6 Months
15	S.T.B.T. Rastapur to Fatepur Road ODR.242 Km. 1/200 to 2/00 Tal. Newasa Dist. Ahmednagar.	1728696/-	17300/-	1000/- (Non Refundable)	V-A and Above	6 Months
16	S.T.B.T. Najikchincholi to Benda Road O.D.R.-237 Km. 1/00 to 3/300 Tal. Newasa Dist. Ahmednagar.	1737586/-	17400/-	1000/- (Non Refundable)	V-A and Above	6 Months

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT

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Work No.	NAME OF WORK	Estimated Cost put to tender	Earnest Money	Cost of Tender Form	Registrati on Class of Contractor	Stipulated completion period
17	S.T.B.T. Chikani to Back water Road V.R.170 Km. 0/00 to 1/00 Tal. Newasa Dist. Ahmednagar.	1737869/-	17400/-	1000/- (Non Refundable)	V-A and Above	6 Months
18	S.T.B.T. Jainpur to Belpimpalgaon Road (V.R.-30) Km. 0/00 to 2/00 Tal. Newasa Dist. Ahmednagar	1726395/-	17300/-	1000/- (Non Refundable)	V-A and Above	6 Months
19	S.T.B.T. Ranjangaon to Bhenda Road V.R.-112 Km. 0/00 to 1/00 Tal. Newasa Dist. Ahmednagar.	1737879/-	17400/-	1000/- (Non Refundable)	V-A and Above	6 Months
20	S.T.B.T. Gogalgaon to Mangalapur Road O.D.R.183 Km. 0/00 to 2/00 Tal. Newasa Dist. Ahmednagar.	1737334/-	17400/-	1000/- (Non Refundable)	V-A and Above	6 Months
21	S.T.B.T. Dhamori to Bahirwadi Road (V.R.-10) Km. 0/00 to 1/500 Tal. Newasa Dist. Ahmednagar.	1727291/-	17300/-	1000/- (Non Refundable)	V-A and Above	6 Months
22	Construction of Sabhamandap (R.C.C.) at Loharwadi Infort of Maruti Mandir on G.P. Milkat No. 191/A Tal- Newasa, Dist- Ahmednagar.	498447/-	5000/-	500/- (Non Refundable)	VIII and Above	6 Months
23	Construction of Sabhamandap at Chanda (Infront of Kanifnath Mandir) Tal- Newasa, Dist- Ahmednagar.	498692/-	5000/-	500/- (Non Refundable)	VIII and Above	6 Months
24	Construction of Sabhamandap Infront of Bhaurao Maharaj Pote Samadhi Mandir at Morechinchore Tal- Newasa, Dist- Ahmednagar.	997879/-	10000/-	1000/- (Non Refundable)	VII and Above	6 Months
25	Construction of Sabhamanda at Ganeshwadi (Infront of Maruti Mandir) Tal- Newasa, Dist- Ahmednagar.	498561/-	5000/-	500/- (Non Refundable)	VIII and Above	6 Months
26	Construction of Sabhamandap at Dhangarwadi (Newasa) (Infront of Maruti Mandir) Milkat No.1 Tal- Newasa, Dist- Ahmednagar..	498780/-	5000/-	500/- (Non Refundable)	VIII and Above	6 Months
27	Construction of Sabhamandap (R.R.C.) at Nawin Chandgaon (In front Morya Mandir) Tal- Newasa, Dist- Ahmednagar.	497466/-	5000/-	500/- (Non Refundable)	VIII and Above	6 Months
28	Construction of Sabhamandap (RCC) Infort of Varkhedmata Mandir at Nipani Nimgaon Tal- Newasa, Dist- Ahmednagar.	498512/-	5000/-	500/- (Non Refundable)	VIII and Above	6 Months
29	S.T.B.T. Shahapur Sangamner Shrirampur Newasa Shevgaon Georai Majalgaon Road (SH -50), Km. 163/00 to 164/00 Tal. Newasa. Dist. Ahmednagar.	1299205/-	13000/-	500/- (Non Refundable)	VI and Above	24 Months
30	S.R. to Taharabad Rahuri Umbare Brahmni Sonai Ghodegaon Chanda Fatepur Deogaon Kukana Road (SH-66), Km. 62/00 to 63/00 & 66/00 to 67/00 (BBM, Carpet & seal coat) Tal. Newasa. Dist Ahmednagar	2687228/-	26900/-	1000/- (Non Refundable)	V-A and Above	24 Months

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Executive Engineer

PUBLIC WORKS DEPARTMENT

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Work No.	NAME OF WORK	Estimated Cost put to tender	Earnest Money	Cost of Tender Form	Registrati on Class of Contractor	Stipulated completion period
31	S.T.B.T. Karajgaon Watapur Tamaswadi Nipani Nimgaon Malichinchore to S.H. 50 Road (M.D.R.-28), Km. 0/800 to 1/500 Tal. Newasa. Dist. Ahmednagar.	934271/-	9400/-	500/- (Non Refundable)	VII and Above	24 Months
32	S.T.B.T. to Dahigaon Sultanpur Kukana approach SH 50 Road (MDR 34), Km. 11/700 to 13/00 Tal. Newasa. Dist. Ahmednagar.	1529155/-	15300/-	1000/- (Non Refundable)	V-A and Above	24 Months
33	S.R. to Taharabad Rahuri Umbare Brahmni Sonai Ghodegaon Chanda Fatepur Dedgaon Kukana Road. (SH 66 Km. 35/00 to 36/500 (BBM, Carpet & seal coat) Tal.Newasa. Dist Ahmednagar	3164753/-	31700/-	1000/- (Non Refundable)	V and Above	24 Months
34	S.R. to Morechinchore Kharwandi Tamaswadi Khupti Road (M.D.R.-31), Km. 28/500 to 30/500 (Working Km 30/250 to 31/600) Tal. Newasa. Dist Ahmednagar	2904874/-	29100/-	1000/- (Non Refundable)	V-A and Above	24 Months
35	STBT to Morechinchore Kharwandi Tamaswadi Khupti Road. (MDR 31) Km. 10/00 to 11/00 Tal. Newasa. Dist. Ahmednagar.	1612737/-	16200/-	1000/- (Non Refundable)	V-A and Above	24 Months

The EMD applicable amount shall be paid via Online mode only. In case of EMD exemption, valid E.M.D. Exemption Certificate duly attested shall be uploaded at the time of submission.

Total Security Deposit 4% (four percent) (50% in cash at the time of Agreement and 50% from R.A.bills).

Contractor

No.of Corrections

Executive Engineer

TENDER SCHEDULE

1	Period for Downloading Tender Forms	From 30/10/2015 Time 10.00 hours Upto 13/11/2015 Time 23.00 hours	Refer Online schedule on portal https://pwd.maharashtra.etenders.in
2	Last date and time for online bid preparation and hash submission (technical and financial)	17/11/2015 up to 23.00 hours	Refer Online schedule on portal https://pwd.maharashtra.etenders.in
3	Date and time for online bid data decryption and re-encryption (technical and commercial)	From 19/11/2015 at 17.31 hours Up to 23/11/2015 at 15.00 hours	Refer Online schedule on portal https://pwd.maharashtra.etenders.in
4	Date of Pre-bid meeting	No Pre-Bid	No Pre-Bid
5	Receipt of online EMD / If EMD exempted then EMD exemption Certificate and Tender Document fees to be paid on line via Payment Gateway.	Tender Document Fee and EMD to be paid via online mode only. if EMD exempted then Scanned Copy of EMD exemption Certificate shall be uploaded online.	Tender Document Fee and EMD to be paid via online mode only. if EMD exempted then Scanned Copy of EMD exemption Certificate shall be uploaded online.
6	Date, Time and Venue of Opening of Technical Bid and Commercial Bid	On 23/11/2015 Time 15.01 hours (If Possible) in the office of the Executive Engineer E.G.S.(Works) Division Ahmednagar	Refer Online schedule on portal https://pwd.maharashtra.etenders.in

Note : Change if any in above Schedule can be seen on <https://pwd.maharashtra.etenders.in>

TO BE FILLED BY THE CONTRACTOR

I/We have quoted my/our offer in percentage rate in words as well as in figures. I/We further undertake to enter into contract in regular "B-1" form in Public Works Department.

Name and signature of Contractor/

Power of Attorney holder

With complete address.

Contractor

No.of Corrections

Executive Engineer

रजिस्टर पोस्टाने परत पावतीसह/हस्ते पोहोच

जा.क्र./लेखा /निविदा/ ६२२९ /सन २०१५
कार्यकारी अभियंता, रो.ह.यो.(कार्य).विभाग,
अहमदनगर, दिनांक- २४/९/२०१५

प्रति,

मा.सहाय्यक संचालक (जाहिरात)
माहिती व जनसंपर्क महासंचालनालय,
नविन प्रशासकीय इमारत,
१७ वा मजला मंत्रालय समोर
मुंबई ४०० ०३२
विषय - निविदा सूचना प्रसिध्द करण्या बाबत. संक्षिप्त ई-निविदा सूचना क्र. १० सन २०१५-१६

महोदय,

सोबत जोडलेली निविदा सूचना दैनिक वृत्तपत्रामध्ये प्रसिध्द करणेस विनंती आहे.

१.	जाहिरात देणा-या अधिका-याचे नांव व दुरध्वनी क्रमांक	-	श्री बी.पी.साळुंके, कार्यकारी अभियंता, रो.ह.यो.(कार्य) विभाग, अहमदनगर दुरध्वनी क्र ०२४१-२४२२९३८
२.	कोणत्या तारखेस/तारखेपुर्वी प्रसिध्द करावयाची आहे	-	दिनांक १३/१०/२०१५ रोजी किंवा त्यापुर्वी
३.	जाहिरातीचे स्वरूप	-	फक्त एकदाच
४.	जाहिरात किती वेळा प्रसिध्द करावयाची त्या संबंधी माहिती	-	राज्यस्तरीय एक मराठी दैनिक वृत्तपत्रात एक वेळ फक्त जिल्हास्तरीय एक मराठी दैनिक वृत्तपत्रात एक वेळ फक्त सदरहू निविदा सूचना जास्तीत जास्त खप असणा-या दैनिक वर्तमानपत्रात प्रसिध्द करावी.
५.	जाहिरात देयक कोणत्या नावाने करावयाचे त्या कार्यालयाचे नांव	-	कार्यकारी अभियंता, रो.ह.यो.(कार्य) विभाग, अहमदनगर

सदरहू निविदा सूचना जास्तीत जास्त खप असणा-या वर्तमानपत्रात व १२ से.मी. ६ से.मी.जागेत प्रसिध्द करण्यात यावी ही विनंती.

सोबत - निविदा सूचना

कार्यकारी अभियंता,
रो.ह.यो.(कार्य) विभाग,
अहमदनगर

प्रत- मा.मुख्य अभियंता, सा.बां.प्रा.विभाग,नाशिक यांना माहितीसाठी सविनय सादर.

प्रत- मा.अधीक्षक अभियंता, सा.बां.मंडळ, अहमदनगर यांना माहितीसाठी सविनय सादर.

प्रत- कार्यकारी अभियंता सा.बां.विभाग संगमनेर/ अहमदनगर/जि.प.(सा.बां) उत्तर/दक्षिण विभाग, अहमदनगर जागतिक बँक प्रकल्प विभाग अहमदनगर यांना नोटीस बोर्डवर प्रसिध्दिसाठी सस्नेह अग्रेषित.

प्रत- उपविभागीय अभियंता सा.बां. उपविभाग,नगर क्र.२/पाथर्डी/शेवगांव /नेवासा/राहुरी यांना माहितीसाठी व नोटीस बोर्डवर प्रसिध्दिसाठी.

प्रत- उपकार्यकारीअभियंता /विभागीय लेखाधिकारी/प्रथम लिपीक/,रो.ह.यो.(कार्य) विभाग अहमदनगर यांना माहितीसाठी.

प्रत- सिव्हील टेंडर्स गणाधिपती, स.नं. ८१८ ते ८२२ सदाशिव पेठ पुणे-३०

प्रत-चेअरमन, बिल्डर्स असो ऑफ इंडिया अहमदनगर राजचेंबर कोठला स्टॅण्ड अहमदनगर यांना माहितीसाठी

प्रत- साप्ताहिक कॉन्ट्रक्टर, लॉडे अपार्टमेंट चंपाबाग साक्री रोड धुळे ४२४००१

प्रत- सा.डायरेक्शन इंडिकेटर(अभियंता ठेकेदार व्यासपीठ) मु.पो.वडेल ता.मालेगांव जि.नाशिक

महाराष्ट्र शासन

रो.ह.यो.(कार्य).विभाग अहमदनगर
ई-निविदा सूचना क्रं. १० सन २०१५-१६
संक्षिप्त निविदा सूचना
(ऑनलाईन)

कार्यकारी अभियंता रो.ह.यो.(कार्य).विभाग अहमदनगर दुरध्वनी क्रं.०२४१/२४२२९३८ ई निविदा प्रणालीव्दारे (ऑनलाईन) ब-१ निविदा महाराष्ट्र शासनाकडील योग्य त्या वर्गातील सार्वजनिक बांधकाम विभागाकडील नोंदणीकृत ठेकेदारांकडून नेवासा, शेवगांव, पाथर्डी, राहुरी, नगर या तालुक्यातील कामे (जि.अहमदनगर) चा समावेश असून निविदेबाबत संपूर्ण माहिती खालीलप्रमाणे संकेतस्थळावरून उपलब्ध करून देण्यात आलेली आहे.

1. www.mahapwd.com

2. www.pwd.maharashtra.etenders.in

कार्यकारी अभियंता,
रो.ह.यो.(कार्य) विभाग,
अहमदनगर

**GOVERNMENT OF MAHARASHTRA
INVITATION FOR TENDERS**

DETAILED TENDER NOTICE

NAME OF WORK: - A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

Online percentage rate tenders in 'B-1' Form are invited by the **Executive Engineer, E.G.S. (Works) Division Ahmednagar** for the following work from Contractors registered in appropriate class of the Public Works Department of Maharashtra State. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

Sr. No.	Name of work	Estimated Cost (Rupees)	Earnest Money (Rupees)	Security Deposit (Rupees)	Class of Contractor	Time limit in Tender (Calendar Months)
1	A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)	390490/-	4000/-	15700/-	Class VIII & Above	4 (Four) Calendar Months (including monsoon)

Contractor

No.of Corrections

Executive Engineer

Tender form, conditions of contract, specifications and contract drawings can be A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling) downloaded from the e-Tendering portal of Public Works Department, Government of Maharashtra i.e. <http://pwd.maharashtra.etenders.in> after entering the details payment of **Rs. 500/- (Rupees Five hundred only.) should be paid online using payment gateway. The fees of tender document will be non refundable.** Further information regarding the work can be obtained from the above office. Bids will be opened as per the Tender Schedule, in the presence of such intending Tenderers or his/ their authorized representatives who may be present at that time.

TENDERING PROCEDURE: -

1.1 A. Blank Tender Forms.

Tender Forms can be purchased from the e-Tendering Portal of Public Works Department, Government of Maharashtra i.e. <https://pwd.maharashtra.etenders.in> after paying Tender Fees via online mode as per the **Tender Schedule.**

1.2 B PRE-TENDER CONFERENCE: -

1.2.1 Pre-tender conference open to all prospective tenderers who have downloaded tender form before the date of Pre-tender Conference, will be held at **Ahmednagar** on **Dt. 00/00/2015 at 15.00 Hrs.** in the office of the **Superintending Engineer, Public Works Circle, Ahmednagar** wherein prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions.

1.2.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the **Superintending Engineer, Public Works Circle, Ahmednagar** in writing and this clarification referred to as **Common Set of Conditions/Deviations (C.S.D.)**, shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any raised in writing and/or verbally by the contractor in pre-tender conference and not finding place in C.S.D. issued after the pre-bid conference, is/are

deemed rejected. In such case the provision in NIT shall prevail. No individual correspondance will be made thereafter with the contractor in this regard.

- 1.2.3 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.
- 1.2.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1& 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.
- 1.2.5 Tenderers should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <http://maharashtra.etenders.in/mah/DigitalCerti.asp> and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
- 1.2.6 The Tenderers have to make a payment of **Rs 1054/-** online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.
- 1.2.7 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:
- Landline No. - 020 - 30187500
- 1.2.8 Tenderers should install the Mandatory Components available on the Home Page of <http://maharashtra.etenders.in> under the section '**Mandatory Components**' and make the necessary Browser Settings provided under section '**Internet Explorer Settings**'

1.3 **Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department.**

<https://pwd.maharashtra.etenders.in>

A. Pre-requisites to participate in the Tenders processed by PWD:

1. Enrolment and Empanelment of Contractors on Electronic Tendering System:

The Contractors interested in participating in the Tenders of Public Works Department –

processed using the Electronic Tendering System shall be required to enrol on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of PWD in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the PWD. Only empanelled vendors will be allowed to participate in such tenders.

The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enrol under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

The bidder who are exempted for EMD shall Select EMD Exempted option under registration category while filling/Editing the online Enrollment form, to avail the EMD exemption in tender process.

2. Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorised User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorise) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorised User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorisation Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

3. Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

4. Set up of Computer System for executing the operations on the Electronic Tendering System:

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

5. Payment for Service Provider Fees:

In addition to the Tender Document Fees payable to PWD, the Contractors will have to pay Service Providers Fees of Rs. 1054/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System

B. Steps to be followed by Contractors to participate in the e-Tenders processed by PWD

1. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to PWD at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission

stage as well as during Decryption and Re-encryption stage.

2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by PWD on the home page of PWD e-Tendering Portal on <https://pwd.maharashtra.etenders.in> under the section Recent Online Tender.

3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents online by filling up details of Demand Draft towards the cost of Tender Form Fee

4. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS , NEFT or E-payment Gateway .

For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies). with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

Note:

- * Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.
- * NEFT/RTGS option will be depend on the amount of EMD.
- * Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of PWD. The templates may be either form based, extensible tables and / or up loadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the

data and encrypt the data using the Digital Certificate.

In the up loadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a. The Contractors upload a single document or a compressed file containing multiple documents against each unuploadable option.
- b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The bid hash values are digitally signed using valid Class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.
- e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.
- f. **All pages of Tender Booklet need not to be uploaded, only Signed Scanned Copy Declaration of Contractor, (Contractor is Conversant with the site condition and Tender is unconditional) Should be uploaded.**

5. Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut – off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from PWD shall generate and digitally sign the Super Hash values (Seals).

6. Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from PWD has lapsed, the Contractors have to make the online payment of Rs. 1054/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

Note : The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they

generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

7. Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by email.

8. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the PWD e-Tendering Portal immediately after the completion of opening process.

9. Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

C) Terms and Conditions For Online-Payments.

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of PWD Maharashtra, hereinafter referred to as “Merchant”, for making Tender fee and Earnest Money Deposit(EMD) payments through an online Payment Gateway Service (“Service”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through PWD Maharashtra website i.e. <http://pwd.maharashtra.etenders.in>.

Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offering.

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in

judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or

delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
 - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions :

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
 - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable on the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit

online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

Manner of Submission of Tender and its Accompaniments :

1.4 ENVELOPE NO. 1 (DOCUMENTS) (Technical Envelope) :-

The bidder must purchase the bidding documents through online mode by paying the cost of Tender Document through E-Payment Gateway.

The first envelope clearly marked as Envelope No.1 shall contain Scanned copies of the following documents :

1. **The EMD if applicable will be paid via online mode** or if exemption certificate is available then valid certificate of exemption from payment of earnest money should be Scanned from original copy, Additional (Performance) Security (if Required) (copy to be Submitted as per the tender Schedule).
2. Certificate as a Registered contractor with the Government of Maharashtra as may be applicable.
3. Contractor shall submit Registration certificate of Maharashtra value added Tax Act 2005 (Under clause 8 & 9)
4. Details of the other works tendered for and in hand with the value of the work unfinished on the last date of submission of tender (in form No.I).
5. The supporting certificate from the Head of the Offices under whom the works are in progress.
6. A list of Machinery and Plants immediately available with the tenderer for use on this work and list of Machinery proposed to be utilised on this work, but not immediately available and the manner in which it is proposed to be procure (in form No.2 and 2A). In absence of this, tender is liable for rejection which may please be noted. Proof of ownership or hire of Hot mix / Drum mix plant, Mechanical Sprayer, Vibratory, Roller, Self Propelled Mechanical Paver Finisher. The tenders of those tenderers who do not submit the proof of ownership or hire of Machinery as stated above in the Envelope No. 1 shall not be considered for opening of Envelope No.2 of main tender.
7. Details of works of similar type and magnitude carried out by the contractor (in form no. III)

8. The supporting certificate from the Head of the Offices under whom the similar type of works are executed.
9. Details of technical personnel on the pay rolls of the tenderer (in Form No. V)
10. Details of Work done during last three year (in Form No. IV)
11. The supporting certificate from the Head of the Offices under whom the work done during last three year.
12. The tenderer should enclose a certificate of Assistant Chief Engineer (Mech.) stating that the Hotmix / Drum-mix plant, Self propelled Mechanical paver finisher and Vibratory Rollers are as per the M.O.R.T. & H. specification 2001 (4th revision). **(Applicable only if this machinery is required for the execution of item/items contain in the schedule 'B' of this tender document.)**
13. Forwarding letter.
14. Affidavit regarding completeness and truthfulness of documents submitted.
15. Professional Tax Registration Certificate.
16. Certified copy of partnership deed if the tenderer is a partnership firm and Power of Attorney.
17. Signed scan copy of "Declaration Page" in the tender booklet.
18. The Contractor has to submit an undertaking / Affidavit as below on stamp paper of Rs.100/- stating that drum mix plant is installed or to be installed at such distance and location that temperature of Hot Mix Material brought on site for laying and final completion shall be within permissible limit as per MORT & H specification and Govt. circular dated 21/1/2008. (Proforma of Undertaking / Affidavit is enclosed with the tender document) **(Applicable if schedule B of this tender document contains Hotmix Hotlaid item.)**
19. Pan card

1.5 ENVELOPE No. 2 TENDER (FINANCIAL BID) (Commercial Envelope)

Offer to be submitted Online

1.6 SUBMISSION OF TENDER: -

Refer to Section 'Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department' for details.

1.7 OPENING OF TENDERS:

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

(A) ENVELOPE No. 1 :- (Documents)

First of all Envelope No. 1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender

opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

(B) ENVELOPE No. 2: (Financial Bid)

a) This envelope shall be opened online immediately after opening of Envelope No. 1, only if contents of Envelope No. 1 are found to be acceptable to the Department. The tendered rates in Schedule 'B' or percentage **above/below** the estimated rates shall then be read out. in the presence of bidders who remain present at the time of opening of Envelope No. 2.

1.8 EARNEST MONEY :

Earnest money of minimum Rs. 4000/- shall be paid via online using NEFT/RTGS or payment gateway mode.

After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

(ii) Scanned copy of earnest money exemption certificate will be accepted in lieu Earnest Money Deposit from the Registered Contractors of Maharashtra State only.

Earnest Money in the form of cheques or any other form except above will not be accepted.

(iii) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.

(iv) In case of Joint Venture, Earnest money Exemption certificate in individual capacity will not be accepted. Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode. The Security Deposit, additional security deposit etc. in the form of T.D.R. / F.D.R. issued in the name of Joint Venture Company drawn by scheduled bank having branches in Maharashtra and endorsed, in the name of **Executive Engineer, E.G.S.(Works) Division Ahmednagar** for the period of one year will be considered.

1.9(A) SECURITY DEPOSIT:

The successful tenderer whose tender is accepted will have to pay **Rs. 15700/-** towards the Security Deposit.

(ii) **Rs. 7850/-** is to be deposited in cash or bank guarantee of scheduled bank, F.D.R. of the scheduled bank / National Saving Certificate duly pledged in the name of the **Executive Engineer, E.G.S.(Works) Division Ahmednagar** towards the initial Security Deposit, valid within the time limit prescribed in clause 1 of B-1 Form, agreement till completion of defect liabilities period failing which his earnest money will be forfeited to Government.

(iii) In addition to the above, an amount of **Rs.7850/-** will be deducted from the running bills at 4 % of value of the gross bill towards balance security deposit. This is a compulsory deduction.

1.9. B. Condition for payment of additional security deposit, if offer quoted by the tenderer is lesser than 15% below the cost put to tender

The contractor shall deposit an additional security deposit along with the security deposit as per

clause 1.9 within 10 days of acceptance of tender in the form of FDR Nationalised/Scheduled Bank having branches in Maharashtra in favour of the Executive Engineer, E.G.S.(Works) Division, Ahmednagar when the below percentage quoted is more than 15% of cost put to tender.

The amount of security deposit shall be worked out as per following formula

Additional Security Deposit

$$= \text{Rs. } \frac{[\% \text{ rate quoted by the contractor} - 15] \times \text{Cost put tender}}{100}$$

If the contractor does not deposit this additional security deposit (if applicable) within stipulated time then his earnest money deposit will be forfeited and his tender will not be considered for acceptance.

This additional security deposit shall be extendable up to expiry of valid extensions if any and it shall be refunded along with the final bill, after satisfactory completion of work.

1.10 ISSUE OF FORMS:

Information regarding contract as well as blank tender forms can be downloaded from the eTendering website upon providing the details of the payment of cost as detailed in the N.I.T.

1.11 TIME LIMIT:

The work is to be completed within time limit as specified in memorandum of tender document, which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period.

1.12 TENDER RATE:

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

1.13 TENDER UNITS:

The tenderers should particularly note the units mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

1.14 CORRECTION:

No corrections shall be made in the tender documents. Any corrections that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

1.15 TENDER'S ACCEPTANCE :

Acceptance of tender will rest with the **Executive Engineer, E.G.S. (Works) Division, Ahmednagar** who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter in to a regular

B-1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

1.16 CONDITIONAL TENDER :

The tenders who do not fulfil the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

1.17(a) The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

1.17(b) The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.

1.17(c) The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

1.18 POWER OF ATTORNEY:

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.

1.19 The tenderer may, in the forwarding letter, mention any points are may wish to make clear but the right is reserved to reject the same or the whole of the tender if the same becomes conditional tender thereby.

1.20 The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

1.21 No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.

1.22 Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other

Government works under execution with them.

- 1.23** All pages of tender documents, conditions, specifications, correction slips etc. shall be initialled by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- 1.24** The Income Tax at 2.00 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
- 1.25** The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
- 1.26** The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.
- 1.27** **VALIDITY PERIOD :**

The offer shall remain open for acceptance for minimum period of 120 days from the Date of opening of Envelope No. 2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

After completion of the e-tendering process, the successful bidder will have to submit the hard copy of downloaded tender document and drawings duly signed on each page by the contractor or his authorised signatory. The tender should bear full signature of the tenderer, or his authorized power of attorney holder in case of Firm.

100 Rs. Bond प्रतिज्ञापत्र (Affidavit)

मी -----
 वय वर्ष राहणार ----- या
 सत्यप्रतिज्ञा लेखाव्दारे लिहून देतो की मी / -----
 -----या

कंपनीचा/फर्मचा प्रोप्रायटर / भागीदार असून कामाचे नांव :- अ) ताहाराबाद राहुरी सोनई घोडेगांव कुकाणा रस्ता रामा.६६ कि.मी.३०/०० ते ६६/७०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर ब) खेडले सोनई रस्ता प्रजिमा.३३ कि.मी.०/० ते ८/२०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर क) माका देडगांव जेऊर कुकाणा गेवराई शिरसगांव रस्ता प्रजिमा.३७ कि.मी.०/० ते १६/०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर ड) सोनई शिंगणापूर चांदा रस्ता प्रजिमा.७९ कि.मी.०/० ते ११/९०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर इ) रामा.६६ चांदा रास्तापूर रांजणगांव रस्ता प्रजिमा.३६ कि.मी.०/० ते ३/६०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर

या कामासाठी निविदा सादर केली आहे. ह्या निविदेच्या **Envelope No.1** मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पूर्ण आहेत. ह्यामध्ये कोणत्याही त्रुटी, चुका नाहीत असे शपथपूर्वक मान्य करित आहे. ह्या कागदपत्रांमध्ये काही चुकीची दिशाभूल करणारी, खोटी तसेच अपूर्ण माहिती आढळल्यास त्यासाठी मी स्वतः जबाबदार राहील व कायदेशीर कार्यवाहीस पात्र आहे व राहीन.

तसेच निविदा सादर करित असलेल्या वरील कामाची मी प्रत्यक्ष साईटवर जावून पाहणी केली असून स्थानिक परिस्थिती, कामासाठी येवू शकणा-या अडी अडचणी, कामासाठी आवश्यक मटेरियल, साहित्य उपलब्धता, मशिनरी उपलब्धता, मजूर उपलब्धता यांची सखोल तपासणी व उपलब्धतेबाबत खात्री केलेली आहे. वरील कामाबाबत निविदेतील बाबींच्या स्पेशिफिकेशन तसेच तरतूदी बाबत मी काळजीपूर्वक अभ्यास केलेला असून निविदेचे दर भरतांना मी वरील सर्व बाबी गृहीत धरल्या आहेत. मी भरलेली निविदा बिनशर्त असून निविदेत नमूद केलेल्या व शासनाने वेळोवेळी विहित केलेल्या अटी व शर्ती मला मान्य आहेत.

कंत्राटदाराची सही व शिक्का

FORM NO. 1

List of works tendered for and in hand as on the date of submission of this tender.

Sr. No.	Name of work	Place and country	works in hand		Anticipated date of completion	Works tendered for			Remarks
			Tendered cost	Cost of remaining work		Estimated cost	Date when decision is expected	Stipulated date of completion.	
1	2	3	4	5	6	7	8	9	10

Contractor

No.of Corrections

Executive Engineer

**PUBLIC WORKS DEPARTMENT
FORM NO. II**

List of plant and machinery immediately available with the tenderer for this work.

Sr.No.	Name of equipment	No. of units	Kind and make	Capacity	Age and condition	present Location	Remarks
1	2	3	4	5	6	7	8

Contractor

No.of Corrections

Executive Engineer

STATEMENT NO. "2" (A)

Statement Regarding availability of Machinery required for the work.

Following machinery is required to be used for the work

1	Modern Drum Mix Plant with SCADA	:-	Owned / Hired The Plant must be within 60 Km from the site. Shifting of plant not allowed.
2	Paver Finisher	:-	1 Number Owned /Hire Mechanical Paver Finisher
3	Mechanical Bitumen Sprayer	:-	1 Number Owned / Hire
4	Vibratory Road Roller	:-	1 Number Owned/ Hired
5	Static Roller 8 to 10 Tonne / smooth wheeled Power Roller.	:-	1 Number Owned / Hired
6	Tippers/ Truck	:-	1 Number Owned/ Hired
7	Hydraulic Excavator (JCB/Poclain)	:-	1 Number Owned/ Hired
8	Water tanker (500 Liters)	:-	1 Number Owned/ Hired

The details of machinery as own or hired by contractor and available with him for immediate deployment on this work to be submitted in the following proforma.

Sr.No.	Type of Machinery	No. of Units	Names of works on which developed at present	Location
1	2	3	4	5
SAMPLE FORM				

Note :- It is compulsory for the contractor should have his own or hire machinery specified as above.

Contractor

No.of Corrections

Executive Engineer

FORM NO. III**Details of works of similar type and magnitude carried out by the contract.**

Name of tenderer :-

Sr.No.	Name of work	cost of work	Date of starting	Stipulated date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7

Contractor

No.of Corrections

Executive Engineer

FORM NO. IV

STATEMENT SHOWING THE YEARLY TURNOVER IN TERMS WORK DONE DURING LAST THREE YEARS.

Sr.No.	Name of work	Value of civil engineering works done during the year (excluding advances if any) Rs. in Lakhs			Total
		Year 2012-13	Year 2013-14	Year 2014-15	
1	2	3	4	5	6

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT
FORM NO. V

37

**Details of technical personnel available with the contractor to be deployed on
this work.**

Name of the Tenderer :-

Sr.No.	Name of person	Qualifications	Whether working in field or in office	Experience of execution of similar works	period for which the person is working with the tenderer.	Remarks
1	2	3	4	5	6	7

Contractor

No.of Corrections

Executive Engineer

प्रतिज्ञापत्र / हमीपत्र (Undertaking / Affidavit)

(Affidavit on stamp paper of Rs.100/- registered before The Notary or Executive Magistrate)

मी/ आम्ही खालील सही करणार प्रतिज्ञापत्र लिहून देतो की, **कामाचे नांव :- अ) ताहाराबाद राहुरी सोनई घोडेगांव कुकाणा रस्ता रामा.६६ कि.मी.३०/०० ते ६६/७०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर ब) खेडले सोनई रस्ता प्रजिमा.३३ कि.मी.०/० ते ८/२०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर क) माका देडगांव जेऊर कुकाणा गेवराई शिरसगांव रस्ता प्रजिमा.३७ कि.मी.०/० ते १६/०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर ड) सोनई शिंगणापूर चांदा रस्ता प्रजिमा.७९ कि.मी.०/० ते ११/९०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर इ) रामा.६६ चांदा रास्तापूर रांजणगांव रस्ता प्रजिमा.३६ कि.मी.०/० ते ३/६०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर**

या कामासाठी स्वतःच्या मालकीचा / भाड्याचा Modern Drum Mix Plant / Batch Mix Plant सद्यस्थितीत या ठिकाणी आहे. वरील कामासाठी मी/आम्ही वापरण्यात येणारा प्लॅन्ट हा सदरच्या कामाच्या ठिकाणापासून ६० किलो मीटर चे परिघात आहे, कामाच्या जागेवर येणारे उष्ण मिश्रीत मालाचे पसरविण्यासाठी व अंतिम दबाईसाठी तापमान M.O.R.T & H New Delhi च्या मानकाप्रमाणे व शासन परिपत्रकात नमूद केलेल्या मानकाप्रमाणे राहिल.

सदरच्या कामाच्या ठिकाणापासून ६० किलो मीटर चे परिघात प्लॅन्ट असल्या बाबतचे निविदेत नमूद केलेले पडताळणी पत्र संबंधीत उप अभियंता यांचे कडून मी/आम्ही घेतलेले आहे व ते निविदेसोबत ऑनलाईन अपलोड केले आहे. अशा प्रकारचे प्रमाणपत्र मी/आम्ही निविदेसोबत ऑनलाईन अपलोड केले नाही तर मी भरलेली निविदा ग्राह्य धरली जाणार नाही याची मला/आम्हाला जाणीव आहे. त्यापोटी हे हमीपत्र स्वखुशीने लिहून देत आहोत.

दिनांक :

लिहून देणार

ठिकाण :

(.....)

साक्षीदार

समक्ष

१)

२)

नोटरी / कार्यकारी दंडाधिकारी

सही xxx

शिवका

(Applicable if schedule B of this tender document contains Homix Hotlaid item.)

पडताळणी पत्र

श्री./मे. - - - - - यांचा Modern Drum Mix Plant / Batch Mix Plant बाबत प्रत्यक्षात मी स्वतः पडताळणी / खात्री केली आहे.

कामाचे नांव :- अ) ताहाराबाद राहुरी सोनई घोडेगांव कुकाणा रस्ता रामा.६६ कि.मी.३०/०० ते ६६/७०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर ब) खेडले सोनई रस्ता प्रजिमा.३३ कि.मी.०/० ते ८/२०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर क) माका देडगांव जेऊर कुकाणा गेवराई शिरसगांव रस्ता प्रजिमा.३७ कि.मी.०/० ते १६/०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर ड) सोनई शिंगणापूर चांदा रस्ता प्रजिमा.७९ कि.मी.०/० ते ११/९०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर इ) रामा.६६ चांदा रास्तापूर रांजणगांव रस्ता प्रजिमा.३६ कि.मी.०/० ते ३/६०० मध्ये डांबरी पृष्ठभागावरील खड्डे भरणे ता.नेवासा जि.अहमदनगर

त्यांचा Modern Drum Mix Plant / Batch Mix Plant हा वर नमूद केलेल्या कामाच्या ठिकाणापासून किलो मीटर अंतरावर आहे. सदरचे पडताळणी पत्र फक्त वर नमूद केलेल्या कामासाठी लागू राहिल.

दिनांक :-

उप अभियंता यांची स्वाक्षरी व शिक्का

Agreement

(Agreement on stamp paper of Rs.100/- registered before The Notary or Executive Magistrate)

An Agreement for hire of Hot Mix / Modern Drum Mix Plant/Mechanical Sprayer/ Static /Vibratory roller and Self Propelled Paver Finisher for Execution of Asphaltting road agreement made on

Between

And

Whereas

The second party intends to submit his tender for the work of Governmet. Where in the use of drum mix plant,paver,Roller and Mechncal sprayer for ashphalting is

made obligatory on the party of the intending tendeer for submission of the fleet ofsuch requisite machinery. He inteds to seek it from the first party on hire who is already in possession of above machimery. The first party will make the machinery available to the second party at any time as per his requirement and as per terms and conditions entered hereinafter as under.

The second party shall have to pay the hire charges for the use of the said machinery on his contracted work on plant hour basis at the rate mutually agreed upon from time to during the currency of the contract.

This agreement is made for the work of -----.

Also we are submitting the papers for Hot Mix Plant, Paver, Roller and Mechanical Sprayer along with the bond.

Signed and delivered by
Within named as party
in the presence of

Signatruce

1) _____

Party 1

2) _____

Party 2

(Applicable if schedule B of this tender document contains Hotmix Hotlaid item.)

Contractor

No.of Corrections

Executive Engineer

(on stamp paper worth Rupees 100/-)

MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Government of Maharashtra (here in after referred to as "the Government") having agreed to exempt _____ (here in after referred to as "the Contractor") from depositing with the Government in cash the sum of Rs. _____ (Rupees _____ only) being the amount of Security Deposit payable by the Contractor to the Government under the terms and conditions of the Agreement dated the _____ day of _____ and made between the Government of the one part, and the Contractor of the other part (hereinafter referred as "the said Agreement") for _____ as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Government a Guarantee in the prescribed form of a Schedule Bank in India being in fact these presents in the like sum of Rs. _____ (Rupees _____ only). We _____ Act and having one of our Local Head Office at _____ do hereby :1. Guarantee to the Government :

(a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor contained in the said Agreement,

AND

(b) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the Contractor under or in respect of the said Agreement.

2. Undertake to pay to the Government on demand and without demur and not withstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding filed in any court of Tribunal relating there to the said sum of Rs. _____. (Rupees _____ Only) or such lesser sum as may demand by the Government from us our liability hereunder being absolute and unequivocal and agree that.

3 (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will be continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.

(b) We shall not be discharged or released from the liability under this Guarantee by reasons of -

- (i) Any change in the constitution of the Bank or the Contractor; or
- (ii) Any agreement entered into between the Government and the Contractor with or without our consent;
- (iii) Any forbearance or indulgence shown to the Contractor;

- (iv) Any variation in the terms, covenants or conditions contained in the said Agreement;
- (v) Any time given to the contractor.
- (vi) Any other conditions or circumstances under which, in law, a surety would be discharged.

Our liability here under shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said sum of Rs. _____ (Rupees _____ Only) and

- (c) We shall not revoke this guarantee during its currency except with the previous consent in writing on the Government.

IN WITNESS WHERE OF the Common Seal of _____ has been hereunto affixed this _____ day of _____ 200 ____ The Common Seal of _____ was pursuant to the resolution of the Board of Directors of the Company dated the _____ day of _____ herein affixed in the presence of _____ who , in token thereof, have hereto set their respective hands in the presence of:-

(1) _____

(2) _____

DECLARATION OF THE CONTRACTOR

Name of Work- A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

1. I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have based my/our rates for tender. The specifications of this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the Executive Engineer E.G.S.(Works) Division Ahmednagar or his duly authorised assistant during the execution of the work and to abide by his decisions.
2. I/We hereby further declare that my/our tender is unconditional in every manner of what so ever in nature.

(Contractor Signature with seal)

GENERAL DESCRIPTION AND SCOPE OF WORK

NAME OF WORK – A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

डांबरी पृष्ठभागावरील खड्डे भरणे.

FORM B-1**PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

DEPARTMENT : PUBLIC WORKS DEPARTMENT.
REGION : PUBLIC WORKS REGION, NASHIK
CIRCLE : AHMEDNGAR P.W. CIRCLE, AHMEDNGAR
DIVISION : E.G.S.(WORKS) DIVISION AHMEDNAGAR

NAME OF WORK: - **A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)**

General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the **Executive Engineer** and signed by the **Executive Engineer, E.G.S.(Works) Division Ahmednagar**. This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates, schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection to contractors in the office of Executive Engineer during office hours.

Where the works are proposed to be executed according to the specifications recommended to a contractor and approved by a competent authority on behalf of the Governor of Maharashtra, such specifications with designs and drawings shall form part of the accepted tender.

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

2. (A) (I) The contractor shall pay Earnest money **Rs. 4000/- (Rupees Four thousand only.) only via online mode using NEFT/RTGS or payment gateway. The said amount of earnest money shall not carry any interest whatsoever.**

(P.W. & H. Dep't. Corrigendum No. CAT - 1073 / 16967 - D-3 Dt.14-5-76)

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 the General Conditions 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, within 10 days from receipt of acceptance letter 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 him.

IV) In the event of the tender not being accepted, the amount of 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 on passing receipt there for.

(B. & C. Dep't. Resolution No. CAT - 1272 / 44277 -Q Dt. 3-3-73.)

3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in 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 receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates/Schedule rates shall be stated. Tenders, who propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions will be liable for rejection. No printed form of tender shall include a tender for more than one work, but if contractor wishes to tender for two or more works, he shall submit a separate tender for each work. Tender shall have the name and number of the work to which it refers written outside the envelope.
5. The Superintending Engineer / Executive Engineer or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall refund the amount of earnest money deposited by the contractor online.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment, alleged to have been made by a contractor in regard to any matter relating to this tender or the contract, shall be valid and binding on Government unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and complete by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
9. All work shall be measured net by standard measures and according to the Rules and customs of the Public Works Department and their rates shall be without references to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item in this contract.
11. All corrections and additions or pasted slips should be initialled.
12. The measurements of work shall be taken according to the usual methods in use in the Public Works Department and no proposals to adopt alternative methods shall be accepted. The Executive Engineer's decision as to what is "the usual method in use in the Public Works Department" will be final.
13. The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender.
14. No foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for.

Contractor

No.of Corrections

Executive Engineer

(GCD/PWD/CFM/1058/62517 OF 26.5.1959)

15. The contractor shall have to construct shed for storing controlled and valuable materials brought by the contractor at work site having double locking arrangement at contractor's cost. The materials shall then be taken for use in the presence of the Departmental person. No material shall be allowed to be removed from the site of works.
16. The contractors shall also give a list of machinery in their possession, which they propose to use on the work in the form of Statement No II.
17. Successful tenderer shall 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 and Abolition) Act, 1973 before starting the work. Failing which, acceptance of the tender shall be liable for withdrawal and earnest money shall be forfeited to the Government (refer Government of Maharashtra, Irrigation and Power Department's letter No. Lab 1076h181/ (666E-17), dated 8/9/1976.)
18. The contractor shall comply with the provisions of Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure shall be breach of the contract and the Chief Engineer Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

TENDER FOR WORKS

<p>I/We hereby tender for the execution, for the Governor of Maharashtra (here-in-before and here-in-after referred to as “ Government”) of the work specified in the underwritten memorandum within the time specified in such memorandum at * _____ percent below/above the estimated rates entered in Schedule ‘B’ (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government, such materials and the rates to be paid for them shall be as provided in Schedule ‘A” hereto.</p>	<p>* <i>In figures as well as in words</i> * <i>Offer to be submitted on line.</i></p>
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MEMORANDUM

(A) NAME OF WORK: A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)	<p>A) If several sub works are included they should be detailed in a separate list. C) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 206 & 207 of the M.P.W. manual. D) This deposit shall be in accordance with paras 213 & 214 of the M.P.W. Manual.</p>
B) Estimated Cost : - Civil Work	<u>Rs. 390490/-</u>
Total	
C) Earnest Money.	Rs. 4000/-
D) Security Deposit	
I) Not less than the amount of earnest money.	Rs. 7850/-
ii) To be deducted from current bills.	Rs. 7850/-
Total	Rs. 15700/-
E) Percentage, if any to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work as measured by the costs is done	4% (FOUR PERCENT)
F) Time allowed for the work from the date of written Order to commence.	4 (Four) Calendar months (including monsoon)
<p>2. I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening of envelope No. 2 (Financial Bid) and thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the</p>	

	<p>authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. The sum of Rs. 4000/- (in words Rupees <u>Four thousand only</u>) representing the earnest money is paid via online mode. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government, should I/We fail to (I) abide by the stipulation to keep the offer open for the period mentioned above or (II) Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed 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.</p> <p>3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Government, a true copy of which is enclosed herewith. Should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to (I) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the Memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract, the amount payable by me/us may, at the option of the Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other payments which are due or payable to me/us by the Government under any other contract or transaction of any nature whatsoever or otherwise.</p>
	<p>4. Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms, and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.</p> <p>Contractor : _____ Signature of Contractor before submission of the tender</p> <p>Address : _____</p> <p>Dated _____ The _____ day of _____ 2015</p> <p>(Witness) \$ _____ \$ Signature of witness to contractor's signature</p> <p>Address _____</p> <p>(Occupation) _____</p> <p>The above tender is hereby accepted by me for and on behalf of the Governor of Maharashtra.</p> <p>Dated _____ day of _____ * Executive Engineer * Signature of the officer by whom accepted</p>

Contractor

No.of Corrections

Executive Engineer

CONDITIONS OF CONTRACT*Security deposit**PWD.**Resolution No.**CAT/1087/**CR-94 Bldg 2**Date. 14-6-89.*

Clause 1 - The person/persons whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by Superintending Engineer concerned up to 15 days if Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) of the sum sufficient which will made up the full security deposit specified in the tender or (B) (Permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to * **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 deposit as contemplated at above, then and in such case, if the sum so deposited shall not amount to **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 **FOUR** percent by deducting sufficient sum from every such payment 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 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 the Contractor under any other contract or transaction of any nature on any account 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 ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or 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 forms of insurance company bonds as per Government orders contained in No. CCM/PWD/4250 DATED 27/12/1956.

Note: This will be the same percentage as that in the tender at (e) on Page of Memorandum

If the amount of the security deposit be paid in a 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 taken against the Contractor for recovery of the amounts. The amount of the security deposit lodged by a Contractor shall be refunded along with the payment of the final bill, if the date up to which the Contractor has agreed to maintain the work in good order is over. If such date is not over, only 50% amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the Government shall be released after expiry of 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 provision of Clauses 17 and 20 hereof the amount of Security Deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.

*Compensation
for delay*

Clause 2 - "The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence the work is given to the Contractor. The work shall through the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract

on the part of the Contractor) and Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide , of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced , or unfinished after the proposed dates. And further to ensure good progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete.

25 % of the work in	1/4 of the time	As indicated in Bar
50 % of the work in	1/2 of the time	Chart on Page No.
100 % of the work in	4 Months	

Full work to be completed in **4 (Four)** Calander Months including monsoon.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that due quantity, of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender. Superintending Engineer shall be the final authority in this respect, irrespective of the fact that the tender is accepted by Chief Engineer/ Superintending Engineer/Executive Engineer.

Action when
whole of
security deposit
is
Forfeited.

Clause 3 :- In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the **Engineer**, on behalf of the Governor of Maharashtra, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government :-

(A) To rescind the contract (for which rescission notice in writing to the contractor under the hand of **Executive Engineer** shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.

(B) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting 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 contractor under the terms of his contract. The certificate of the **Executive Engineer** 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 to and 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 a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and 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 **Executive Engineer** as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitled to recover or be paid, any sum for any work there for actually performed by him under this

contract unless and until the Executive Engineer shall have certified 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 courses referred to in clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the Contractors, the amount of excess shall be deducted from any money due to the Contractor, by Government under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however that the Contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a) , (b) or (c) is adopted by the Executive Engineer, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements or made any advances on account of, or with a view to the execution of the work or the performance of the contract.

Action when the progress of any particular portion of the work is Unsatisfactory.

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

Contractor remains liable to pay compensation if action not taken under Clause 3 & 4.

Clause 5 :- In any case in which any of the powers conferred upon the **Executive Engineer** by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non exercise thereof shall not constitute a waiving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the **Executive Engineer** taking action under sub - clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the works or 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 **Executive Engineer** whose certificate thereof shall be final. In the alternative, the **Executive Engineer** 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 and plants, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the **Executive Engineer** may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the **Executive Engineer** as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Power to take possession of or require removal of
or sell contractor's plant.

Extension of time.

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 grounds, he shall apply in writing to the **Executive Engineer** before the expiry of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the **Executive Engineer**, may if in his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the **Executive Engineer** in this matter shall be final

Final Certificate

Clause - 7 :- On the completion of the work the Contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the Contractor shall have remove 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 woodwork, 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 wok nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

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 therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer - in- charge, whose certificate if 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 Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed or re-erected 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 it conclude, determine or affect in any other way the powers of the Engineer- in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way 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 Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment on intermediate certificate to be regarded as advances.

Payment at reduced rates on account of items of work not accepted as completed to be at the desecration of the Engineer in charge.

Clause 9 :-The rates for several items of works estimated to cost more than Rs.1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on-account bills.

Clause 10:- A bill shall be submitted by the Contractor in each month on or before date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisites measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to 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 the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respect.

Bill to be submitted monthly.

Bills to be on printed form.

Clause 11 - The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Stores supplied by Government.

Clause 12 :- If the specification or estimate of the work provides for the use of any special description of material to be supplied from the stores of the Public Works Department store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit, or the proceeds of the sale thereof, if 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 remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Public Works Departmental store, if the Engineer-in-charge 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 consent of the Engineer-in-charge 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 or damage to any such materials.

Clause 12 (A) :- All stores of controlled materials such as cement, steel etc., to be supplied by Government to the contractor should be kept by the contractor under lock and key and will be accessible for inspection by the **Executive Engineer** or his agent at all the times.

Works to be executed in accordance with specifications drawings, orders, etc.

Clause 13:- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractors shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. 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 along with 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.300/- per set of contract drawings and Rs.150/- per working drawing except where otherwise specified.

Alterations in specifications in designs not to invalidate contracts.

Clause 14 :- The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions 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 instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work

for which no rates is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division prevailing at the time when the extra items crop up or at the rates mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division, is 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 to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate, he shall 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 regard thereto before the rates shall have been determined as lastly here in before 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 rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

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 alterations 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 the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

Clause 15 :- (1) If at any time after the execution of the contract documents, the Engineer shall for any reason what-so-ever (other than default on the part of the Contractor for which the Government is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the Contractor a notice in writing of such desire and upon the receipt of such notice the Contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended 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 Engineer 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.

(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 Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be 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

Rates for works not entered in estimate, or schedule of rates of the contract.

Extensions of time in consequence of additions or alterations.

No claim to any payment or compensation for alteration in or restriction of work.

CAT-1268/59382-Q DT.14-3-74.

remaining provisions of this clause.

(3) Where the Engineer requires the Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on 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 Engineer in this regard shall be final and conclusive against the Contractor.

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1268/59382
Desk-II dt.22-2-
78.

4. In the event of -

- i) Any total stoppage of work on notice from the Engineer under clause (1) in that behalf.
- ii) Withdrawal by the Contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

OR

iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications drawing, 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. 5,000/-.

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 15(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased for agreed to purchase material for use in the contract 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 Engineer, provided, however such rates shall in no case exceeds the rates at which the same were acquired by the Contractor. The Government shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

Clause 15 (A) - The Contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule A where such delay is caused by -

- i) Difficulties relating to the supply of railway wagons.
- ii) Force 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 such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the Contractor.

Time limit for
unforeseen
claims.

Clause 16 :- Under no circumstances whatever shall the Contractor be entitled to any

compensation from Government on any account unless the Contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

Action and compensation payable in case of bad work.

P.W.D. Resolution No. CAT-1087/CR-94/Bldg.2 dt.14-6-89

Work's to be opened to inspection.

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Clause 17 :- If at any time before the security deposit or any part thereof is refunded to the Contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilful 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 the that Contracted for, or are otherwise not in accordance with the Contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be require or if so required shall remove the materials or articles so specified and provide other proper and 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 Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days during which the failure so continuous and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the Contractor. Should the Engineer-in-charge 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 the reduce rates as he may fix there for.

Clause 18 :- All works 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 Engineer-in-charge 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 Engineer-in-charge and his subordinates to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions , or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractors duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

Clause 19 :- The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the Contractors expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 20 :- If during the period of **6 (Six)** months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or if in the opinion of the Executive Engineer the said work is defective in any manner whatsoever, the Contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and 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 Executive Engineer. In the event of the Contractor failing or neglecting to commence

Contractor liable for damage done, and for imperfections.

P.W.D. Resolution No. CAT-1087/CR-94/Bldg.2.dt.14-6-89.

execution of the said rectification work within the period prescribed there for in the said notice and /or to complete the same as aforesaid as required by the said notice, the Executive Engineer may get the same executed and carried out 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 cost, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the Contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in 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 Government.

The defect liability period in particular for waterproofing treatment (Building work) shall be 7 years.

Contractor to supply plant, ladders scaffoldings, etc. And is liable for damages arising from non provisions of lights, fencing etc.

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 P.W. Departmental stores), plant, tools appliances, implements, ladders, cordage, tackles, scaffolding and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted from, 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 Engineer-in-charge 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 there for to and from the work. The Contractor shall also 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 or the materials, failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof, or of sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence 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 may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.

Clause 21 (A) :- The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection therewith

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down or substantially altered except.
 - i) under the supervision of 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 all 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) Scaffold 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 scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workmen the Contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i) Working platform, gangway, stairways shall -
- i) be so constructed that no part thereof can sag unduly on unequally.
 - ii) be so 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
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 3.00 meters,
- 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 and gangway, working place and stairway shall be suitable fenced.
- k) Every opening in the floor of a building or in a working platform shall expect for the time and to the extent require to allow the excess of persons or the transport or shifting of material be provided be suitable means to prevent the fall of persons or material.
- l) When persons are employed on a roof where there is a danger of falling from a height exceeding 3.00 meters (to be specified) suitable precautions shall be taken to prevent the fall of persons or materials.
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.
- o) The Contractor/(s) will have to make payments to labourers as per Minimum Wages Act.
- Clause 21 (B) :-** The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :-
- a) Hoisting machines and tackles, including their attachments, anchorages and supports 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 lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
 - c) Hoisting machines and tackles shall be examine and adequately tested after erection on the site and before use and be 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 lowering materials or as a 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, or give signals to the operator.
- g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.

Measure for prevention of fire.

- j) No part of any hoisting machine or any gear referred to in regulation (h) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gearing transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent 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.

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

Clause 22:- The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cut or dug up trees, brushwood, grass etc. By fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The Contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

Clause 23 :- Compensation for all damages done intentionally or unintentionally by Contractors labour whether in or beyond the limits of the Government property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damage in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to Contractor under this contract or otherwise.

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

Employment of female labour

Clause 24:- The employment of female labours on works in neighbourhood of soldier's barracks should be avoided as far as possible.

Work on Sunday

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

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.

Clause 26:- The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the Contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensure as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

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

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

Change in the constitution of firm to be notified.

Clause 28:- In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to the Engineer-in-charge for his information.

Direction and control of the Superintending Engineer.

Clause 29:- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Direction and control of the Superintending Engineer.

Clause 30 (1) :- Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in the force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction 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 things whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or other conditions, 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.

Clause 30 (2) :- The Contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the Circle as aforesaid appeal against it to the Chief Engineer, concerned with the contract work or project provided that -

- (a) The accepted value of the contract exceeds Rs. 10 lakhs
(Rupees Ten lakhs)
- (b) Amount of claim is not less than Rs. 1.00 Lakh
(Rupees One Lakh).

Clause 30 (3) :- If the Contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the Contractor may, within thirty days of receipt by him of any such order appeal against it to the concerned Secretary, Public Works Department/Irrigation Department who, if

convinced that Prima-facie the Contractors claim rejected by Superintending Engineer/Chief Engineer is not frivolous and that there is some substance in the claim of the Contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decision

(Vide PW Circular No. CAT-1086-CR-110/Bldg.2 Dated 7.5.1986).

Clause 31 :- The Contractor shall obtain from the P.W. Departmental 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 thereof in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the Contractor by the Engineer-in-charge will be debited to the Contractor in his account at the rate shown in the said schedule in from 'A' attached to the Contract and if they are not entered in the schedule, they shall be debited to him at cost price which for the purpose of this Contract shall include the cost of carriage and all other expenses whatsoever, which shall have 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 sums in respect of part 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 payable under this Contract for each item, or if the parts of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 33:- In the case of any class of work for which there is no such specification as is mentioned in Rule 1 of Form B-1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.

Clause 34:- The expression "Work" or "Works" where used 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, substituted 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 the value of any stock issued.

Clause 36:- All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any, shall be paid by the contractor.

Clause 37:- The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act.1923 (VIII of 1923), (hereinafter call the said Act) for injuries caused to the workmen. If such compensation is payable/paid by the Government as principal under sub-section (1) of Section 12 of the said Act on behalf of the

Stores of European or American manufacture to be obtained from Government

Lump-sum in estimates.

Action where no specifications.

Definition of work.

Contractor's percentage whether applied to net or gross amount of bill.

Quarry fees and royalties.

Compensation under workmen's Compensation Act.

Contractor, it shall be recoverable by the Government from the Contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 37 (A):- The Contractor shall be responsible for and shall pay the expenses 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 forthwith and be deducted without prejudice to any other remedy of the 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 equipments 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 of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Claim for quantities of work entered in the tender or estimates.

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 time under the said Act and the said Rules and on his failure or neglect to do so he shall be subjected to all the liabilities and penalties provided by the said Act and said Rules. (Govt. Circular No. CAT-6076/3336/ (400)/Bldg.2 date. 16-8-1985.)

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 rates 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 in the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the items specified in the tender, is not more than Rs.5,000/-

(3) The contractor shall if ordered in writing by the **Engineer** so to do, also carry out any quantities in excess of the limit mentioned in sub-clause (i) hereof 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 rates (ii) at the rates prevailing in the market. The said rates increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were accepted (**For the purpose of operation of this clause, this cost shall be worked out from D.S.R. prevailing at the time of receipt of tender.**)

(4) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will

be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs.5,000/- (This clause is not applicable to extra items)

Clause 39 - The Contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

*Employment of
famine labour etc.*

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

*Claim for
compensation for
delay in starting
of work.*

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

*Claim for
compensation for
delay in execution
of work.*

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

*Entering upon or
commencing any
portion of work.*

*Minimum age of
persons employed
the employment
of donkeys and /
or other animals
and the payment
of fair wages.*

Clause 43 (i):- No contractor shall employ any person who is under the age of 18 years.

(ii) No contractor shall employ donkeys or other animals with breaching of string or thin ropes. The breaching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

(iv) The Engineer-in-charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

(v) The contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.

(vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

(vii) All facilities provided in the contract labour (Regulation and Abolition Act 1971), The Maharashtra Contract Labour Regulation and Abolition Rule 1971 should be provided.

*Method of
payment.*

Clause 44:- Payment to contractors shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash.

*Acceptance
of
conditions
compulsory
before
tendering
for work.*

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

*Employment
of scarcity
labour.*

Clause 46 :- If Government declares a state of scarcity of famine to exist in any village situated within 10 miles of the work the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or by

any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer 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 Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description of goods under the provision of Hoarding and Profiteering Prevention Ordinance, 1948 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering 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 price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

Clause 47 (A) :- The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of legible tax in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Rule -58 of Maharashtra Value Added Tax Act- 2005, for the purpose of levy of Tax.

(As per GR.No. BDG-2005/CR-324/Bldg-2 Dt.3/3/2006)

Clause 48:- The rates to be quoted by the Contractor must be inclusive of VAT Tax and all other relevant taxes. No extra payment of this account will be made to the Contractor.

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 labour to be employed by him on the said work only from locally available labour 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 labours are not available locally, the Contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in-charge of the said work, obtain the rest of requirement of unskilled the labour from outside the above scheme.

Clause 51:- The contractor shall pay the labourers (skilled and unskilled) according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contract is located. The contractor shall comply with the provision 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 Superintending Engineer, may in his discretion may cancel the contract. The Contractor shall also be liable, for any precautionary liability, arising on account of any violation by him of the provision of Act.

The contractor shall pay labourers skilled and unskilled according to the wages

prescribed by the Minimum Wages Act, of 1948 applicable to the area in which work lies.

The contractor to take precautions against accidents which take place on account of labour using loose garments while working 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 be arrears of 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.

(CAT-1274/40364/Desk-2 date. 7-12-76)

Clause 53:- The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the Contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work 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 the Government makes such payment of wages in 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 an arrears of land revenue and the Government shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Government to the Contractor hereunder or from any other amount/s payable to him by the Government.

*Government
Circular
No. CAT-
1284/
(120)
/Bldg.2
date.
14.8.85.*

Clause -54 PRICE VARIATION CLAUSE

(FOR CIVIL WORKS)

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 Nahsik Center as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the Whole-sale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India or in the price of petrol / oil, and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

1. Labour component
2. Material component
3. Petrol, Oil and Lubricants Component
4. Bitumen Component
5. HYSD & Mild. Steel Component

6. Cement Component
7. C.I. and D.I. Pipes Component

Calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever. Component percentage as given below are as of the total cost of work put to tender. Total of Labour, Material & POL components shall be 100 and other components shall be as per actuals.

(1) Labour Component - K₁	
(2) Material Component - K₂	:
(3) POL Component - K₃	
Total	=
(5) Bitumen Component	Actual
(6) HYSD & Mild. Steel Component	Actual
(7) Cement Component	Actual
(8) C.I. and D.I. Pipes Component	Actual

Note :- If Cement, HYSD & Mild. Steel, Bitumen, C.I. and D.I. Pipes are supplied on Schedule "A" then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.

Kind of material	Star Rate including all taxes
1) Asphalt 60/70	
2) Asphalt 80/100	
3) Cement	

1) **FORMULA FOR LABOUR COMPONENT :**

$$V_1 = 0.85 P \left[\frac{K_1 \times L_1 - L_0}{100 L_0} \right]$$

Where,

V₁ = Amount of price variation in Rupees to be allowed for Labour component.

P = Cost of work done during the quarter under consideration minus the cost of Cement, HYSD & Mild. Steel, Bitumen, C.I. and D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

K₁ = Percentage of Labour Component as indicated above.

L₀ = Basic Consumer Price Index for Nashik center shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

L₁ = Average Consumer Price Index for Nashik center for the quarter under consideration.

2) **FORMULA FOR MATERIALS COMPONENT**

$$V_2 = 0.85 P \left[\frac{K_2 \times M_1 - M_0}{100 M_0} \right]$$

Where,

V₂ = Amount of price variation in Rupees to be allowed for Materials component.

P = Same as worked out for Labour component.

K₂ = Percentage of Materials Component as indicated above.

M₀ = Basic wholesale Price Index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

$M_1 =$ Average wholesale Price Index during the quarter under consideration.

3) **FORMULA FOR PETROL, OIL AND LUBRICANT COMPONENT :-**

$$V_3 = 0.85 P \left[\frac{K_3}{100} \times \frac{P_1 - P_0}{P_0} \right]$$

Where,

$V_3 =$ Amount of price variation in Rupees to be allowed for POL component.

$P =$ Same as worked out for Labour component.

$K_3 =$ Percentage of Petrol, Oil & Lubricant Component.

$P_0 =$ Average price of HSD at Mumbai during the quarter preceding the month in which the last date prescribed for receipt of tender falls.

$P_1 =$ Average price of HSD at Mumbai during the quarter under consideration.

FORMULA FOR BITUMEN COMPONENT :-

$$V_4 = QB (B_1 - B_0)$$

Where,

$V_4 =$ Amount of price variation in Rupees to be allowed for Bitumen component

$QB =$ Quantity of Bitumen (Grade 60/70 & Grade 80/100) in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration

$B_1 =$ Current, average ex-refinery price per metric tonne of Bitumen (Grade 60/70 & Grade 80/100) under consideration including taxes (octroi, excise, sales tax) during the quarter under consideration.

$B_0 =$ Basic rate of Bitumen in rupees per metric ton as considered for working out value of P. or average ex-refinery price in rupees per metric ton including taxes (octroi, excise sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribe for receipt of tender; falls, whichever is higher.

FORMULA FOR HYSD AND MILD STEEL COMPONENT :-

$$V_5 = S_0 (SI_1 - SI_0) \times T$$

Where,

$V_5 =$ Amount of price variation in Rupees to be allowed for H.Y.S.D. Steel component.

$S_0 =$ Basic rate of H.Y.S.D. Steel in rupees per metric tonne as considered for working out value of P

$SI_1 =$ Average Steel Index as per RBI Bulletin during the quarter under consideration.

$SI_0 =$ Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

$T =$ Tonnage of steel used in the permanent works for the quarter under consideration.

6) **FORMULA FOR CEMENT COMPONENT :-**

$$V_6 = C_0 (CI_1 - CI_0) \times T$$

Where,

$V_6 =$ Amount of price escalation in Rupees to be allowed for Cement component.

$C_0 =$ Basic rate of cement in rupees per metric tonne as considered for working out value of P.

$CI_1 =$ Average of cement Index published in the RBI Bulletin for the quarter under

consideration.

CI₀ = Average of cement Index published in the RBI Bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender falls.

T = Tonnage of cement used in the permanent works for the quarter under consideration.

7) **FORMULA FOR C.I./D.I. PIPE COMPONENT :-**

$$V_7 = Q_d (D_1 - D_0)$$

Where,

V₇ = Amount of price escalation in rupees to be allowed for C.I./D.I. pipe component.

D₀ = Pig Iron basic price in rupees per tonne considered for working out value of P

D₁ = Average Pig Iron price in rupees per tonne during the quarter under consideration (published by IISCO)

Q_d = Tonnage of C.I./D.I. pipes used in the works during the quarter under consideration.

The following conditions shall prevail :

- i) The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer 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 as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices, L₁, M₁, C₁, P₁, B₁, S₁ and C₁ to the levels corresponding to the date from which such compensation is levied.
- ii) This price variation clause shall be applicable to all contracts in B1/B2 & C from but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iii) 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 of items payable under the provisions of Clause 38/37 of the contract from B1/B2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per 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 from B1/B2 extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with reference to the 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.
- iv) This clause is operative both ways, i.e. if the price variation as calculated above 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 any amounts due and payable under the contract.

To the extent that full compensation for any rise or fall in costs to the Contractor is not

entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

Clause 55 :- The contractor shall engage apprentice such as brick layer, carpenter, wiremen, plumber, as well as blacksmith by recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talaw, Mumbai :400 001. In the construction work (as per Government of Maharashtra, Education Government No. TSA/5170/T5689, dated 7.7.1972).

Conditions
for malaria
eradication
anti
malaria
and other
health
measures

Clause 56 :- (Government of Maharashtra P.W.D. Resolution No. CAT/1086/CR-243/K/Bldg.32 Dt. 11.8.1987)

- A. The anti malaria and other health measures shall be as directed by the joint Director (Malaria and Filaria) of Health Service, Pune.
- B. Contractor shall see that mosquitoegenic conditions are not created so as to keep vector population to minimum level.
- C. 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 (M & F) of Heath 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 Corporation the amount spent by Government on anti malaria measures to control the situation in addition to fine.

E. RELATIONS WITH PUBLIC AUTHORITIES

The Contractor shall make sufficient arrangements for draining away the sewage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The Contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are legible on him without any extra cost of Government.

(Government of Maharashtra P.W.D.Resolution No. CAT-1086/CR-243/D-Bldg.2 dated 11.9.1987.)

Clause 57 - The Contractor shall comply with all the provisions of the Apprentices Act. 1961 and rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the from time to time. If the fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, canal the Contract. The contractor shall also be liable for an pecuniary liability The contractor shall also be liable for an pecuniary liability arising on account of any violation by him of the provision of the Act(vide Government Circular No CST- 1086/CR 243 Ka-Building-2/ Mantralaya Bimbay-400032, dated 11 Sept.1987)

Additional Conditions

(कंत्रादाराने
शासकीय विमा
प्रतिनिधीपाशी
कंत्राट कामाचा
विमा उतरवावा
म्हणून
करारनाम्यात
समाविष्ट
करावयाच्या अटी)

1 :- कंत्राटदारावर सोपविलेल्या कंत्राट कामाचा विमा कंत्राटदारांनी विमा संचालनालय, महाराष्ट्र राज्य गृह निर्माण भवन, २६४, पहिला मजला कलानगर समोरण बांद्रा पूर्व मुंबई ४०००५१ (दूरध्वनी क्रं. २६५९०४०३ / २६५०६९० व फॅक्स क्रं. २६९२४६१/२६५९०४०३) या कार्यालयापाशी कंत्राटाच्या संपूर्ण रक्कमेस व कंत्राटाच्या पूर्ण कालावधीसाठी विमा संचालनालयाने निश्चित केलेल्या (उदाहरणार्थ कंत्राटदाराच्या संपूर्ण जोखीमीचे विमापत्र उभारणी जोखीम विमापत्र इत्यादी) विमापत्राखाली उतरविणे सक्तीचे आहे. तसेच कंत्राटीकाम पूर्ण करण्यासाठी नियुक्त करण्यात येत असलेल्या सर्व कामगारांचा विमा कामगार भरपाई विमापत्राखाली उतरविणे अनिवार्य आहे. विमा संचालनालयाच्या व्यतिरिक्त अन्य विमा कंपन्याकडून घेतलेली विमापत्रे स्विकारली जाणार नाहीत.

जर कोणत्याही कंत्राटदाराने उपरोक्त पध्दतीने विमापत्र न घेता परस्पर विमा कंपनीकडून विमापत्रे घेतल्यास शासकीय विनमानीने कळविलेली विमा हप्त्याची रक्कम कंत्राटदार कंत्राट कामपोटी देय असलेल्या रक्कमेतून वसूल करून विमा संचालनालयाकडे पाठविण्यात येईल. विमा जोखीम इतर विमा कंपन्याबरोबर विभागाण्याचे विमा संचालक यांचे अधिकार अंतिम राहतील.

Contractor shall take out necessary insurance policy / policies (Viz. Contractor's All Risks Insurance Policy, Erection, All Risks Insurance Policy etc. as decided by the Directorate of insurance) so as to provide adequate insurance cover for execution of the award contract work for total contract value and complete contract period compulsorily from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "204 MHADA, First Floor, Opp, Kalanagar, Bandra (E), Mumbai-400051"(Telephone Nos 26590403/ 26590680 and Fax Nos. 26592461 / 26590403). 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 effected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risk of insurance among the other insurers.

2 :- शासन उद्योग ऊर्जा व कामगार विभाग पत्र क्रमांक बीसीए/इमारत/२००२ प्र क्रं.१०८/कामगार-७अ/मंत्रालय मुंबई दिनांक ३/७/२०१० व शासन सार्वजनिक बांधकाम विभाग मंत्रालय मुंबई जा.क्रं.संकीर्ण/१०/०९/प्र.क्रं.२७७/इमारती-२/ दिनांक १७/८/२०१० अन्वये इमारत इतर बांधकाम कामगार कल्याण उपकार अधिनियम १९९६ मधील तरतुदीच्या अनुषंगाने १ टक्का उपकर खाजगी व शासकीय बांधकामाच्या एकूण मुल्यानुसार (जमिनीचे मुल्य वगळून) तसेच संबंधित आस्थापनेने कामगारांना किंवा त्यांच्या नातलगांना कामगारांसाठी नुकसान भरपाई अधिनियम १९२३ मधील तरतुदीनुसार कोणत्याही प्रकारची भरपाई दिलेली असेल ती रक्कम वगळून उर्वरित बांधकाम मुल्यांवर एक टक्का उपकर वसूल करण्यात येईल व कामगार कल्याण विभाग यांचेकडे जमा करण्यात येईल.

3 :- Clarification of offer : The tenderer who quotes more than 15% below the estimated rates must submit an Additional Security Deposit equal to the amount below so quoted by him 15% in the form of FDR Nationalised/Scheduled Bank having branches in Maharashtra in favour of the Executive Engineer, E.G.S.(Works) Division, Ahmednagar when the below percentage quoted is more than 15% of cost put to tender. Data for period of One year or for stipulated period of completion whichever is more at the time of payment of initial Security Deposit. Failing which, the work order will not be issued to the Tenderer and all his deposits for this work will be forfeited to the absolute disposal of Government.

ADDITIONAL CONDITIONS FOR MATERIALS**(CEMENT, M.S. / H.Y.S.D./ T.M.T. BARS, ASPHALT, ETC. BROUGHT BY CONTRACTOR)**

1. All the materials such as Asphalt, Cement, Steel etc. shall be procured by the Contractor from approved Government Institutions or as directed by Engineer-in-charge only. The material shall be brought at the site of work well in advance by the Contractor. The gate pass of the Asphalt, Invoice of Cement, Steel etc. shall be examined by the authorised representative of the Engineer-in-charge.
2. The Contractor shall submit periodically as well as on the completion of work, an account of all materials used by him on the work. In addition, a separate register shall be maintained on site for recording daily item wise Asphalt, Cement, steel consumption and also item wise consumption of other materials. This shall be signed daily by Contractor or his representative and authorised representative of the Engineer-in-charge.
3. All the materials such Asphalt, Cement, steel etc. shall be procured by the Contractor from approved Government Institutions or as directed by Engineer-in-charge only. The materials from any other source in lieu of the approved Institutions shall be allowed except under written permission from the Executive Engineer. In such case, Certificate for its quality shall be produced by the Contractor and samples of materials shall be tested from any Government Laboratory by the Contractor at his cost and the test results is to be submitted to the Department. The materials not conforming to the required standard shall be removed at once from the site of work by the Contractor as his own cost. All the materials such as Asphalt, Cement etc. required for use in the work shall be confirming to the concerned I.S. / M.O.R.T.& H specifications. The Contractor shall get necessary tests carried out to the frequency specified for each material in the specification and submit the test results to the Engineer-in-charge or his authorised representative. These materials shall be used on work by the Contractor, only if the tests thereof are found satisfactory to the results Engineer-in-charge or his authorised representative. For the purpose of daily testing of material, such metal, sand, rubble, etc., the Contractor shall make his own arrangements to install a well equipped Laboratory at the site of work at his own cost. The Contractor shall employ qualified personnel at the site of work at his own cost. The responsibility of carrying out tests to the frequency specified for each material shall rest with the Contractor. The extract of register shall be submitted to the Executive Engineer with each bill. Copy of register for the entire period shall be submitted along with the final bill.
4. The Contractor shall construct at his own cost shed/ sheds as per direction of the Engineer-in-charge of the work for storing the materials and provide double locking arrangements. The Store shed such constructed shall be removed on completion of work. The Contractor shall take all necessary steps to guard the materials brought by him.
5. The Contractor shall make his own arrangement for the safe custody of the materials brought by him on site of work.

6. The charges for conveying of materials from the place of purchase by the Contractor to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.
7. Separate registers shall be maintained by the Contractor on the site for recording detailed itemwise Asphalt, Cement and Steel consumption on the work. These registers shall be signed by Contractor or his authorised representative and got signed from the representative Engineer-in-charge.
8. The material required only for this work shall be kept in the godown at site. No material shall be shifted outside of the godown except for the work for which this arrangement is entered, without prior approval of the Engineer-in-charge.
9. The Contractor shall produce sufficient documentary evidence i.e. bill for the purchase, octroi receipts etc. for the purchase of material brought on the work site at once if so requested by the Department.
10. All these material i.e. cement, steel etc. shall be protected from any damages , rains etc. by the contractor at his own cost.
11. The Contractor will have to erect temporary shed of approved specifications storing of above materials at work site at contractors cost having double lock arrangements (By Double lock - it is meant that godown shall always be locked by two locks, one lock being owned & operated by Contractor & other by Engineer-in-charge of his authorised representative & the door shall be openable only after both locks are opened.)
12. If required, the wieghment of cement bags/ steel/ bulk asphalt bouzers etc. brought by the Contractor shall be carried out by the contractor at his own cost.
13. The contractor shall not use cement and other material for the item to be executed outside the scope of his contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer-in-charge.
14. The Government shall not be responsible for the loss in cement, steel, bulk asphalt etc. during transit to work site. The cement brought by the contractor at the work site store shall mean 50 Kg. equivalent to 0.0347 Cubic Meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary/controlled concrete, if cement is found short, the shortage/shortages will be made good by the contractor at his cost.
15. **ANNEXURE FOR R.C.C. PIPE PROCUREMENT** : The **R.C.C. pipes** required for the work shall be procured from the **MISSIDC only**. The payment towards providing and fixing **NP₂ / NP₃ / NP₄ pipes** will be released only after the contractor submits the bill of **MISSIDC** to authenticate that the pipes have been purchased from the **MISSIDC**. No payment towards the item of providing and laying of the pipe will be released in absence of the submission of the requisite document.

After completion of these items in the particular kilometer the withheld payment will be finally released.

16. INDEMNITY: The condition regarding indemnity as defined on Page At Sr.No.4 will apply mutatis mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.

17. In case the material brought by the Contractor become surplus owing to the change in the design of the work, the material should be taken back by the Contractor at his own cost after prior permission of Engineer-in-charge.

18. Empty asphalt drums shall be the property of the Contractor and the same shall be removed immediately after completion of work.

19. All empty cement bags shall be returned by Contractor to Department and the Executive Engineer shall preserve them for one year as token of proof of use of cement in proper proportion in work.

Arrangement of Materials

1. The Contractor shall make his own arrangement for supply of materials including bitumen 60/70 grade, and 80/100 grade cement and steel , RCC pipes / Collars. The Contractor shall be responsible for all transportation and storage of the materials at the site and shall bear all the related costs. The Engineer shall be entitled at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for such inspection or examination as may be required.

2. The Contractor shall keep as accurate record of use of materials like bitumen, cement and steel used in the works in a manner prescribed by the Engineer.

3. After receiving the bitumen, the authorised challan / gate pass should be obtained from the refinery mentioned in the quality of bitumen, grade of bitumen, date, time of delivery etc. and it should be handed over to department for each consignment.

4. While transportation of bouzer a through transport pass should be obtained from the Corporation/ Municipality through which the bouzer is passed and same should be handed over the authorised person of the Department.

5. If there is any doubt regarding the material received, the same should be get tested from the Government laboratory at the cost of the Contractor, and if the results are substandard, the material or the work executed with such material will be rejected.

6. The day to day record of the receipt /utility/ balance of material should be kept by the Contractor at plant site / site of work / store and same will be checked by the Engineer-in-charge or authorised Engineer at any time.

7. The procurement of cement/ steel etc. should be from the authorised manufacturing company and the vouchers regarding purchase thereof shall be submitted to Engineer-in-charge.

8. The testing charges shall be entirely borne by the Contractor.

SPECIAL ATTENTION OF CONTRACTOR FOR EXECUTION

Procurement of Material :

Department will not supply any material for execution of work such as Cement, Tor Steel, Asphalt etc. The contractor has to arrange the same from his own source. The quality of the material brought to the site by the contractor should be verified through the various tests provided as per relevant Indian Standards at the cost of the contractor.

The adjustment for variation in cost prices of Mild steel and Tor steel bars, structural steel, cement (all tested quality) shall be separately made corresponding to the difference in the cost as per the basic price mentioned hereafter as per Price Variation Clause.

The contractor shall construct shed/sheds at his own cost and as per direction of Engineer-in-charge for storing the materials brought by him and provide double locking arrangements, one lock shall be in the charge of departmental person and the material shall be taken for use in presence of the departmental person only.

ENSURING GRADE OF ASPHALT BROUGHT ON SITE BY THE CONTRACTOR

It shall be mandatory on the part of the contractor to procure the asphalt from Government owned Refinery only. The contractor shall communicate the schedule of arrival of bouzer of asphalt to the Engineer- in-charge in advance. Apparatus and equipment for testing grade of asphalt shall be made available by the contractor at site. If the grade of asphalt is found as per specification written permission will be given for unloading the bouzer by the Engineer -in-charge , otherwise written instructions will be given for not using the same on site. (Please refer Government Circular (Marathi) No. Misc 2005/CR-187/ N.H.2, dated 8/10/2007.

CONDITIONS OF CONTRACT

1.1 Condition for Payment of Bituminous works of cost of carpet and seal coat :

In respect of bituminous work, 20% (Twenty percent) payment of work of carpet and seal coat in a particular kilometer will be withheld till completion of agreement items of side beams, built up drains, site clearance, road side furniture, C.D. works and other items in that kilometer as per the instructions of the Engineer-in-Charge. After completion of these items in the particular kilometer the withheld amount will be finally released.

1.2 Contractor to take photographs :-

The contractor would have to take coloured photographs at various stages/facilities of the work including interesting and novel features of the work as directed by the Engineer-in-charge. The photographs should be of acceptable quality and shall be taken by a professional competent photographer with camera having facility to record the date of photographs taken in the prints and negatives. The contractor should supply two coloured prints of each of the photograph taken to the standard postcard size in albums of acceptable quality. Also the negative in 35 mm. size shall be supplied for each photograph. Failure to do so will entitle the Government to recover an amount of Rs.20/- per photograph per print. The number of photographs however be limited to 10 photographs per kilometer length.

1.3 Special conditions for hot mix asphalt works

(I) Clause No. 106 of Ministry's specifications (4th revision 2001)

This clause stipulates certain conditions relating to choice and use of equipment which have relevance to production of quality work. These are;

- (a) The contractor shall be required to give a trial run of the equipment for establishing capability to achieve the laid down specifications and tolerances to the satisfaction of the Engineer before commencement of work.
- (b) All equipments provided should be of proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer.
- (c) No equipment and personnel will be removed from the site without the permission of the Engineer.

(II) Clause No. 901 of Ministry's specifications 4th revision 2001

- (a) The responsibility for the quality of the entire construction work is on the contractor. For this purpose, he is required to have his own independent and adequate set-up.
- (b) The Engineer for satisfying himself about the quality of the materials and work will also have tests conducted by quality control units or by any other agency, generally to the frequency set

out in the specifications. For test to be done by the Engineer, the contractor is to render all necessary co-operation and assistance including the provision of labour assistance in packing and dispatching samples etc.

- (c) For the work of embankment, sub grade and pavement, construction of subsequent layer of the same or other material over the finished layer shall be done only after obtaining approval from the Engineer.

Bitumen content & gradation of the various bituminous overlays taken at plant site shall be considered as representative of the mix.

- (d) The contractor shall be responsible for rectifying/replacing any work falling short of quality requirements as directed by the Engineer.

(III) **Clauses in the conditions of contract :**

- (a) All materials and workmanship shall be of the respective type described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the site. All samples shall be supplied by the contractor.
- (b) No work is to be covered up or put out of view without the approval of the Engineer for his examination and measurements.
- (c) During the progress of the works, the Engineer shall have the power to order the removal from the site of any unsuitable material, substitution of proper suitable material and the removal and proper re-election notwithstanding any previous test or interim payment, therefore, and of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the contract.

(IV) **Guidelines on quality control operations :-**

The onus of achieving quality of work will be on the contractor who will take actions as stipulated in section 900 of Ministry's specifications for Road and Bridge works (4th revision, 2001)

MINISTRY'S SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (4TH REVISION 2001)

Ministry's specifications for Road and Bridge works (4th revision, 2001) will form part of contract documents and the contractor will be legally bound to the various stipulations made therein unless specifically relaxed or waived wholly or partly through a special clause in the contract documents.

(V) Contractor's facilities :

According to the contract (see para 1.3 above) the contractor is responsible for the quality of the entire construction work, and for this purpose, he is required to have his own independent and adequate set up. To meet this requirement :-

- (a) The contractor shall set up his own laboratory at location(s) approved by the Engineer. The laboratory shall be equipped with modern and efficient equipments with sufficient standbys suitable to carry out the tests prescribed for different materials and work according to the specifications.

The list of equipments to be procured and the facilities to be provided shall be got approved by the Engineer. The equipment shall be maintained in a workable condition to the satisfaction of the Engineer.

- (b) Sampling and testing procedures shall be in accordance with the relevant standards of BIS (previously called ISI) or IRC. Frequency of testing shall be as laid down in the Ministry's specification for Road and Bridge work (4th revision, 2001). In the absence of relevant Indian standards sampling and testing procedures shall be as approved by the Engineer.
- (c) The laboratory should be manned by qualified Engineer assisted by Materials Inspector/Technicians, and the set up should be got approved by the Engineer.
- (d) The contractor should prepare printed proforma for recording readings and results of each type of test, after getting the formats of the proforma approved from the Engineer. He should keep a daily record of all the tests conducted by him. Two copies of the test results should be submitted to the Engineer for his examination and approval, of which one copy will be returned to the contractor for being kept at site of work.
- (e) The materials Engineer of the contractor should keep close liaison with the quality control units of the Engineer and keep later informed of the sampling and testing programme so that the Engineer's representative could be present during this activity, if considered necessary.

(VI) Day- to- day quality control operation :-

The day-to-day controls to be exercised by the Contractor and the Engineer are enumerated in the following paragraphs.

(VII) ALIGNMENT AND LEVEL CONTROL

- (a) The contractor should locate the center-line of the road from the pegs, pillars or reference points fixed during the location survey and from the information furnished in the contract drawings. Any discrepancy between the reference points on the ground and those on the drawings should immediately be brought to the notice of the Engineer for reconciliation.
- (b) Based on the approved center-line, the contractor should set up batter pegs (to delineate the limits, of embankment/cutting) and cleaning stakes (to delineate

limits of cleaning and grubbing) and have these got checked and approved by the Engineer.

- (c) The contractor should check the reduced levels of bench marks set up along the alignment. Any discrepancy in the reduced levels of those at site and as indicated in the drawings should immediately be brought to the notice of the Engineer for reconciliation. The contractor should re-establish those bench marks which are found missing at site, and should establish additional bench marks as needed, for ensuring effective level control.
- (d) The contractor shall be responsible for the true and proper setting out of the works in relation to the original survey points, lines and levels of reference given by Engineer in writing. If at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor on being requested to do so by the Engineer, shall at his own cost rectify the error to the satisfaction of the Engineer unless such error is based on incorrect data supplied in writing by the Engineer.
- (e) The contractor shall carefully protect and prepare all bench marks, reference pillars and pegs used in setting out the works till final take over by the Engineer.
- (f)
 - i) The contractor should arrange to obtain approval to each and every activity of the work prior to its commencement. Unless and until the proceeding activity has been approved by the concerned Deputy Engineer, in writing no next activity should be commenced by the contractor. Any work done without prior approval of the concerned Deputy Engineer, would be regarded as unauthorized and would be summarily rejected.
 - ii) The contractor should maintain an "Event register" at site incorporating therein detailed daily activities carried out on that day along with the details of machinery employed on the work, machinery in working order, bitumen consumed on that day, record of accidents if any, record of visit of higher officers and so on. This event register should be got initialed by the Deputy Engineer every day.
 - i) The frequency of testing of various items shall be as per section 901 of M.O.R.T. & H. specifications. In case the required number of tests are not carried out by the agency the work may not be accepted by the Executive Engineer and if inadvertently accepted the shortfall in frequency will be recovered at the Prevailing PWD guidelines.

(IX) **SHOULDERS :-**

- (a) Checking for the quality of shoulder materials including gradation shall be done.
- (b) Field compaction shall be checked at site on the compacted layer.
- (c) Checking for the cross fall shall be done.

(X) BITUMINOUS CONSTRUCTION – GENERAL :-

- (a) Manufacturer's test certificate for quality of bitumen will be acceptable to the Engineer. However, where the quality is in doubt, the Engineer may call for tests to be conducted by the Contractor for verification.
- (b) The base on which bituminous courses are to be laid must be dry and free of dust and other deleterious matters.
- (c) Mineral aggregates to be used should be checked for their specification requirements and got approved by the Engineer.

(XI) BITUMINOUS SPRAYED WORK :-

- (a) Temperature of binder in the boiler and rate of spray at site shall be checked. Spraying shall be uniform and shall be carried out with the help of either self propelled or towed bitumen pressure sprayer spraying nozzles arrangements.
- (b) Rate and uniformity of spread of chippings should be checked and controlled.
- (c) Adequate embedment of the chippings by rolling shall be ensured.

(XII) HOT MIXED AND HOT LAID BITUMINOUS CONSTRUCTIONS :-

- (a) Job mix formula (JMF) satisfying specification requirements should be worked out based on laboratory tests and got approved by the Engineer. The Engineer will have independent tests made before approving the JMF.
- (b) The plant should be checked for capability to produce mix conforming to the JMF. If necessary, trial stretches should be laid and checked approximately.
- (c) Control should be exercised on temperature of binder in the boiler, aggregate in the dryer and mix at the time of laying and rolling.
- (d) Tests for stability flow, unit weight etc. of mix collected from the discharge point of the plant, extraction test for binder content and aggregate gradation should be performed to check on the quality of mix discharged from the plant.
- (e) Thickness and density of the compacted mix should be checked by taking core samples.

(XIII) PAVEMENT COURSES- GENERAL CONTROLS :-

- (a) The base on which the pavement layer is to be placed should be checked for levels and regularity, and should be in a condition to receive the pavement layer.
- (b) Each layer should be checked for thickness, levels, cross fall (camber), regularity and strength before next layer is permitted to be laid.

(XIV) SEQUENCE OF WORK :

- 1) Excavation of Gutters and spreading B.C. soil from gutters on opposite side of road at sufficient distance. Simultaneously start excavation for construction / widening of CD work.
- 2) Excavation of gutters, and spreading usable soil for widening of formation and compacting the same in 5% camber as directed by Engineer in charge and also start construction of CD work.
- 3) Dressing the side shoulders in 5% camber and compacting as directed by Engineer in charge.
- 4) Collection of rubble at site required for BBM.
- 5) Breaking the rubble to 40 mm metal size required for BBM
- 6) Collection of crushed metal at site which is required for BBM.
- 7) Collection of hard murum required for side shoulder and complete the construction of widening of CD work.
- 8) Applying tack coat for BBM on BT surface and spreading the hand broken 40 mm metal and crushed metal for BBM in 3% camber using straight edge and camber plate and providing super elevation as per design and compacting the same. Providing the hard murum, side shoulders compacting the hard murum before BBM.
- 9) Spraying the bitumen 80/100 grade for BBM and spreading crushed metal and compacting the same along with compaction of side shoulders at 5% camber as directed by Engineer in charge.
- 10) Getting certified the super elevation provided at the site by the Executive Engineer.
- 11) Open the BBM surface to traffic.
- 12) Preparing the surface for hot mix hot laid carpet.
- 13) Applying tack coat by mechanical sprayer only and then laying of hot mix hot laid carpet and spreading murum required for side shoulders in 5% camber and compacting side shoulders as well as carpet to the required density open the road surface to the traffic for at least one month. Clean the surface of carpet by mechanical broom, wire brushes etc. Apply the seal coat of 60/70 grade bitumen at rate one kg per square metre in the presence of Deputy Engineer and Junior Engineer only.
- 14) Fixing information Board having details of name of work, name of scheme, cost of work, name of contractors, etc, in Marathi as per details given.
- 15) Fixing km stones and 200 m stones in concrete block . The top surface of concrete block shall be 30 cm above the road top level.

2.0 CONDITION FOR TRAFFIC SAFETY :

TRAFFIC SAFETY MEASURES TO BE TAKEN BY THE CONTRACTOR AT HIS OWN COST DURING IMPROVEMENT OF ROADS WHERE TRAFFIC CAN BE PASSED OVER PART WIDTH.

ITEM :

Providing Traffic Safety Measures on road during IMPROVEMENT of existing road comprising of Traffic Sign Boards and devices as per detailed design drawing and

specifications and as directed by Engineer-in-Charge.

SPECIFICATIONS :

The item includes providing traffic safety arrangements required for traffic control near the stretch of road where improvement work is being taken up, before actual start of improvement work of road. The contractor will have to provide the traffic safety arrangements as per detailed drawing. The traffic safety arrangement will have to be got approved from Engineer-in-Charge by the contractor before taking any construction activities for improvement of road.

The Engineer-in-Charge shall get himself satisfied about the traffic safety arrangement provided on the work site before allowing Contractor to commence the improvement activity and a certificate to that effect shall be recorded in the Measurement Book.

- (a) The Sign No. 1 SPEED LIMIT (20) shall be placed at a distance of 120 metre away from the point where the transition of carriage way begins. The Sign Board shall be circle of size 60 centimeter diameter having white background and red border and the numerals shall be in black colour as per IRC 67-2001 (1st revision). Distance between sign no.1 and sign no.2 shall be minimum 20 metre.
- (b) The sign no.2, cautionary board indicating. "NARROW ROAD AHEAD" shall be placed at a distance of 80m. away from the point of transition of carriageway. The sign board shall be of an equilateral triangle of size 90 cm. having white coloured background. Retro-reflective border in red colour and non reflective symbol in black colour as per IRC 67.2001(1st revision).
- (c) The sign No.3 sign board indicating "MEN AT WORK" shall be placed at a distance of 40 m. away from the point of transition of carriageway. The sign board shall be of an equilateral triangle of size 90 cm. having white coloured background. Retro-reflective border in red colour and non reflective symbol in black colour as per IRC.67.2001 (1st revision).
- (d) The Sign No. 4 displaying the message " GO SLOW, WORK IN PROGRESS" shall be placed at the point of transition of carriageway. The size of sign board shall be 1.0 metre x 1.0 metre having red back ground and retro reflective messages in white colour.
- (e) Sand filled plastic cones mounted with retro reflective arrow hazard marker sign shall be placed as indicated in the drawing. Plastic cone shall be 73 centimeter in height having 39 centimeter. square/ hexagonal base. Sand filled plastic cones shall be placed along the road length where work is in progress as shown in the drawing.
- (f) Retro-reflective strong Inviolable Stand Type Barrier shall be placed at either ends of the widening area upto the edge of the formation. The barricades shall not be removed unless the permission is given by the responsible officer of the rank not less than Sectional Engineer. The barricade shall have two plates of size 1.30 metre x 0.20 metre painted black and shall have white retro reflective strips and mounted on Angle Iron Stand of 1.0 metre height.
- (g) Yellow light flashers shall be kept lit from sunset to sunrise, 2 numbers. along transition line of traffic and 3 numbers at barriers on both sides as indicated in the drawing.
- (h) The signs, lights, barricades and other traffic control devices shall be well maintained, till such time that the traffic is commissioned on the widened road. The size, shape and colour of all the sign and caution boards shall be as mentioned above as per detailed drawings in accordance with the relevant I. R. C. specifications and as per Ministry of Road Transport and Highway's specifications.
- i) The provision of item of traffic safety measures as per drawing No. 1, shall be obligatory to

the contractor and no separate payment, whatsoever will be made for the same.

3.0 Additional tender condition for Traffic Safety:

Notwithstanding whether it as per the rules of the traffic authorities or otherwise the agency should ensure that their vehicles the term includes all construction machinery, towed or self driven are equipped with the following to emphasize traffic safety.

- 1) Reflectors 4 Nos.
- 2) Tail lamps 2 Nos.

In absence of the above requirement and failure of the agency to fulfil them in a reasonable time, the Executive Engineer, in charge of the work will get it done from the Mechanical wing of the P.W. Department and would recover the cost from the amount due to the agency at following rates.

- | | | | |
|----|-----------|-----------|---------|
| 1) | Reflector | Rs. 25/- | Per No. |
| 2) | Tail Lamp | Rs. 175/- | Per No. |

The decision of the Executive Engineer will be binding and conclusive in this matter.

4.0 CONDITION FOR CARRYING ROUGHNESS INDEX

Clause :The contractor shall be responsible to measure the roughness of the road after completion of work . The value of roughness so measured shall not exceed the value given below under standard conditions of carrying out the test and as specified below

- 1) 20 mm OGC with seal coat 2500 to 4500 mm / Km.

The roughness index measurement shall be carried out by Towed fifth whet bump indicator by the contractor @ his own cost.

The contractor shall submit these results after carrying the above test. The payment for the same shall be released after getting satisfactory test results.

5.0 GENERAL CONDITIONS AND SPECIFICATIONS

5.1 These are to apply as additional specifications and conditions, unless otherwise already provided for contradictorily elsewhere in this contract.

5.2 CONTRACTOR TO STUDY SITE CONDITIONS :-

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Department but without any guarantee about it.

If he shall have any doubt as to the meaning of any portion of these general

conditions or the special conditions, or the scope of work or the specifications and drawings, or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Executive Engineer In Charge of the work in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

5.3 DECLARATION OF THE CONTRACTOR :-

The contractor should sign the declaration form on page No.

5.4 INDEMNITY :-

The contractor shall indemnify the Government against all actions, suits claims and demands brought or made against him in respect of anything done or committed to be done by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the Government in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the work of this contract.

5.5 DEFINITIONS :- Unless excluded by or repugnant to the context.

- (a) The expression, **Government** as used in the tender papers shall mean the Public Works Department of the Government of Maharashtra.
- (b) The expression **Chief Engineer** as used any where in the tender papers shall mean Chief Engineer of the Government of Maharashtra who is designated as such.
- (c) The expression **Superintending Engineer** as used in the tender papers shall mean an officer of Superintending Engineer's rank (by whatever designation he may be known) under whose control the work lies for the time being.
- (d) The expression **Engineer or Engineer-in-Charge** as used in the tender papers shall mean the Executive Engineer-in-Charge of the work for the time being.
- (e) The expression **Contractor** as used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorised to proceed with the work.
- (f) The expression **Contract** used in the tender papers shall mean the deed of contract together with its original accompaniment and those latter incorporated in it by mutual consent.
- (g) The expression **Plant** as used in the tender papers shall mean every temporary and necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles of application of every sort, kind and description whatsoever intended or used thereof.

- (h) **Drawings** shall mean the drawing referred to in the specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- (i) **Engineer's representative** shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.
- (j) **Provisional sum or Provisional lump sum** shall mean lump sum included by Government in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
- (k) **Provisional items** shall mean items for which approximate quantities have been included in the tender documents.
- (l) The **Site** shall mean the lands and / or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of contract.
- (m) The **Work** shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- (n) The **Contract sum** shall mean the sum for which the tender is accepted.
- (o) The **Accepting Authority** shall mean the officer competent to accept the tender.
- (p) The **Day** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.
- (q) **Temporary Works** shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the works.
- (r) **Urgent works** shall mean any measure which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

Where the context so requires, words importing the singular only also include the plural and vice versa.

Heading and marginal notes, if any, to the general conditions shall not be deemed to form part thereof or be taken into consideration in the Interpretation thereof of the contract.

Wherever there is mention of **Schedule of rates** of the Division or simply D. S. R. in

this tender, it will be taken to mean as **the Schedule of the rate prepared on the basis of ministry data book of the Division in whose jurisdiction the work lies.**

5.6 ERRORS, OMISSIONS AND DISCREPANCIES:-

- a) In case of errors, omissions and/or disagreement between written and scaled dimension on the drawing or between drawings and specifications etc. the following order of preference shall apply.
 - i) Between actual scaled and written dimensions or descriptions on a drawing the later shall be adopted.
 - ii) Between the written or shown description or dimensions in the drawing and corresponding one in the specifications, the later shall apply.
 - iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the later shall be preferred.
 - iv) Between the written description of the item in the schedule of quantities and the detailed description in specification of the same items, later shall be adopted.
- b) In case of discrepancy between percentage rate quoted in figure and words, the lowest of the two will be considered for acceptance of tender.
- c) In all cases of omissions and or doubts or discrepancies in the dimensions or description of any items or specification, a reference shall be made to the **Executive Engineer, E.G.S. (Works) Division, Ahmednagar** whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
- d) The special provision in detailed specifications and wording of any items shall gain precedence over corresponding contradictory provision (if any) in the standard specifications of Public Works Department Hand Book where reference to such specifications is given without reproducing the details in contract.

5.7 PROGRAMME OF WORK :-

The works is required to be completed within a period of **4 months** (including the monsoon period). The tentative programme may be as per the bar-chart attached in tender document.

a) METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENTS :-

Contractor shall furnish at least 15 days in advance his programme of commencement of item of work, the details actual methods that would be adopted by the contractor for the execution of various items of work such as well sinking, cast-in-situ, superstructure for bridge work and earth work, W.B.M, Black topping items etc. for road

works supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of Engineer-in-Charge well in advance of such item of work. The Engineer-in-Charge reserves the right to suggest modifications or make complete changes in the method proposed by contractor, whether accepted previously or not any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the items remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the contractor, will however, rest on the contractor, irrespective of any approval given by the Engineer.

In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.

b) CONSTRUCTION EQUIPMENT :-

The contractor shall be required to give a trial run of the equipments for establishing their capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipments provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personnel will be removed from site without permission of the Engineer.

c) PROGRESS SCHEDULE :-

The contractor shall furnish within the period stipulated in writing by Engineer-in-Charge a detailed programme schedule using C. P. M / PERT technique in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of whole work in the time limit, and of the particular items, if any, on the due dates specified in the contract and shall have the approval of the Engineer-in-Charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say; weekly for any item or items, in any case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

The contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress as scheduled. The working and shift hours restricted to one shift a day for operations to be done under the Government supervision shall be such as may be approved by the Engineer-in-Charge. They shall not be varied without the prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by Engineer each time, if requested by the contractor. The contractor shall provide necessary lighting arrangement etc. for night work as directed by Engineer without extra cost.

Further, the contractor shall submit the progress report of work in prescribed forms

and charts etc. at periodical intervals, as may be specified by the Engineer-in-Charge. Schedule shall be in the form of progress charts, forms, progress statement and/or reports as may be approved by the Engineer.

The contractor shall maintain proformas, charts, details regarding machinery, equipments, labour, materials, personnel etc. as may be specified by the Engineer and submit periodic returns thereof as may be specified by the Engineer-in-Charge.

5.8 AGENT AND WORK ORDER BOOK :-

The contractor shall himself manage the work or engage an authorised all time agent on the work capable of managing and guiding the work and understanding the specification and contract conditions.

A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matter in case the Engineer-in-Charge considers this is essential for the work and so directs the contractor. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The contractor shall supply to the Engineer-in-Charge, the details of all supervisory and other staff employed by the contractor and notify changes when made, and satisfy the Engineer-in-Charge regarding the quantity and sufficiency, of the staff, thus employed. The engineer will have the unquestionable right to ask for changes in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacement to the satisfaction of the Engineer.

A work order book shall be maintained on site and it shall be the property of Government and the contractor shall promptly sign orders given therein by Executive Engineer or his representative and his superior officers, and comply with them. The compliance shall be reported by the contractor to the engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

5.9 SETTING OUT :-

i) ROAD WORKS :-

- a) The contractor shall establish working bench marks in the area soon after taking possession of the site. The reference Bench mark for the area shall be as indicated in the Contract Documents. The working bench mark/s shall be at the rate of four per Km. and also at or near all drainage structures, over bridges and underpasses. The working bench mark/s shall be got approved from Engineer. Checks must be made on these bench marks once every month and adjustment if any got approved from Engineer and recorded. An up-to-date record of all bench marks including approved adjustment, if any shall be maintained by the contractor and also a copy supplied to the Engineer for his record.
- b) The lines and levels of formation, side slopes, drainage, carriageways and shoulders

shall be carefully set and frequently checked, care being taken to ensure that correct gradients and cross sections are everywhere obtained.

- c) In order to facilitate the setting out of the works, the center line of the carriage way or highway must be accurately established by the contractor and approved by the Engineer. It must then be accurately referenced in a manner satisfactory to the Engineer, at every 50 m. intervals in plain and rolling terrain and 20m. intervals in hilly terrain and at all curve points as directed by the Engineer, with marker pegs and chainage boards set in or near the fence line, and a schedule of reference dimensions shall be prepared and supplied by the contractor to the Engineer. These markers shall be maintained until the works reach finished formation level and are accepted by the Engineer.
- d) On reaching the formation level stage, the center line shall again be set out by the contractor and when approved by the Engineer, shall be accurately referenced in a manner satisfactory to the Engineer by marker pegs set at the outer limits of the formation.
- e) No reference peg or marker shall be removed or withdraw without the approval of the Engineer and no earthwork or structural work shall be commenced until the center line has been referenced.
- f) The contractor will be the sole responsible party for safeguarding all survey monuments, bench marks, beacons etc. The Engineer will provide the contractor with the data necessary for the setting out of the center line. All dimensions and levels shown on the drawings or mentioned in documents forming part of or issued under the contract shall be verified by the contractor on the site and he shall immediately inform the Engineer of any apparent errors or discrepancies in such dimensions or levels. The contractor shall after or in connection with the setting out of the center line, survey the terrain along the road and shall submit to the Engineer for his approval, a profile along the road centerline and cross sections at intervals as required by the Engineer.
- g) After obtaining approval of the Engineer, work on item of earthwork can commence and the profile and cross sections shall form the basis for measurement and payment. The contractor is responsible for checking that all the basic traverse points are in place at the commencement of the contract and if any are missing, or appear to have been disturbed, the contractor shall make arrangements in reestablishing these points.
A Survey File containing the necessary data will be made available for this purpose. If in the opinion of the Engineer, design, modifications of the centerline or grade are advisable, the Engineer will issue detailed instructions to the contractor and the contractor shall perform the modification in the field, as required and modify the ground levels on the cross sections accordingly as many times as required. There will be no separate payment for any survey work performed by the contractor. The cost of these services shall be considered as being included in the cost of the items of work in the Bill of Quantities.
- h) The works of setting out shall be deemed to be part of general works, preparatory to the execution of work and no separate payment shall be made for the same.

5.10 AUTHORITIES OF THE ENGINEER-IN-CHARGE'S REPRESENTATIVE

The duties of the representative of the Engineer-in-Charge are to watch and supervise the work and to test examine any material to be used or workmanship employed in connection with the works.

The Engineer-in-Charge may from time to time, in writing delegate to his representative any powers and authorities vested in the Engineer-in-Charge and shall furnish to the contractor, a copy of all such delegation of powers and authorities. Any written instruction or approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegations (but not otherwise) shall bind the contractor and the department as though it had been given by the Engineer-in-Charge, provided always as follows.

Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice, the power of the Engineer-in-Charge thereafter to disapprove such work or materials and so order the pulling down, removal or breaking up thereof.

5.11 ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC. :-

The Engineer-in-Charge, on written request by the contractor, will if in his opinion, the request is reasonable and in the interest of work and its progress, assist the contractor in securing, the priorities for deliveries transport permits for controlled materials, permits for quarries and other similar permits etc. where such are needed. The Government, will not however be responsible for the non availability of such facility or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Government.

The Contractor shall have to make his arrangement for machinery required for the work. However, such machinery conveniently available with the Department may be spared as per rules in force on recovery of necessary security deposit and rent with agreement in the prescribed form. Such an agreement shall be independent of this contract and the non supply of such machinery shall not form a ground for any claim or extension of time limit for this work.

5.12 QUARRIES:-

- a) No. P.W.D. quarries are available with this Department. The Contractor(s) shall have to arrange the same himself/themselves.
- b) The quarrying operation shall be carried out by the Contractor with proper equipment such as compressors. Jack hammers, drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get required out turn.
- c) The contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down from time to time by Govt. Any cost incurred by Government due to non compliance of any rules or regulations or due to damages by the Contractor shall be the responsibility of the Contractor.
The Engineer-in-Charge or his representative shall be given full facilities by the Contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The

- Engineer-in-Charge or his representative shall at any time be allowed to inspect the work, building, and equipment.
- d) The Contractor shall maintain at his own cost the books, registers etc. required to be maintained under the relevant rules and regulations and as directed by the Engineer-in-Charge. These books shall be open for inspection at all times by the Engineer-in-Charge or his representative and the Contractor shall furnish the copies or extracts of books or registers as and when required.
 - e) All quarrying operations shall be carried out by the Contractor in organised and expeditious manner, systematically and with proper planning. The Contractor shall engage licensed blaster and adopt electric blasting and/or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The Contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives from as modified from time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary licence for blasting and licence for storage of blasting materials from the concerned authorities. The Contractor must therefore take timely advance action for procuring all such licenses so that the work progress may not be hampered.
 - f) The approaches to the quarrying place from the existing public roads shall have to be arranged by the Contractor at his own cost, and the approaches shall be maintained by the Contractor at his own cost till the work is over.
 - g) The quarrying operations shall be carried out by the Contractor to the entire satisfaction of the Engineer-in-Charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which in the opinion of the Engineer-in-Charge is not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown, at the Contractor's cost.
 - h) Since all stones quarried from Government quarry (if made available) by the Contractor including the excavated over burden are the property of the Govt., no stones or earth shall be supplied by the Contractor to any other agencies or works or allowed to be taken away for any other work. All such surplus quarried materials not required for work under this contract shall be the property of the Govt. and shall be handed over by the Contractor to Government, free of cost at quarry site duly heaped at the spots indicated by the Engineer-in-Charge. Leaving off a quarry face or opening as a new quarry face shall be done only on the approval of the Engineer-in-Charge.
 - i) Quarrying permission will have to be directly obtained by the Contractor from the Collector of the District concerned for which purpose the department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking materials etc. if any to be paid, shall be paid directly by the Contractor as per rules in force.
 - j) The contractor will be permitted to erect at this own risk and cost at the quarry site if

suitable vacant space Govt. area is available for the purpose, his own structures for stores, offices, etc. at places approved by the Engineer-in-Charge. On completion of the work, contractor shall remove all the structures erected by him and restore the site to its original condition.

- k) The contractor shall not use any land in the quarry either for cultivation or for any other purpose except, that required for breaking or stacking or transporting stones.
- l) The royalty charges should be paid by contractor to the revenue authority.

5.13 COLLECTION OF MATERIALS :-

- (i) Where suitable and approved P. W. Deptt's quarries exist, the contractor or piece worker will be allowed, if otherwise there is no objection to obtain the materials, to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance and claim refund according to rules, if admissible, and shall submit detailed accounts of materials from quarries as directed.
- ii) Where no suitable P. W. Deptt's quarries exists or when the quantity of the material required cannot be obtained from a P. W. Department's quarry, the contractor or piece-worker shall make his own arrangements to obtain the materials from existing or a new quarry in Government waste land, private land or land belonging to other states or talukas etc. After opening the quarry but before starting collection, the quarry shall be got approved by the Engineer-in-Charge or his representatives. The contractor or piece worker shall pay all royalty charges, compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of land, will be entertained.
- iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable materials, dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cart tracks, control charges, central / state Government or municipal taxes, local board cuss etc.
- iv) The rates in the tender are for the delivery of the approved material on road side, properly stacked at the places specified by the Engineer-in-Charge and are inclusive of conveyance charges in respect of the leads and lifts. No claim on account of changes in lead will be entertained,
- v) No material shall be removed from the land within the road boundary or from the land touching it, without the written permission of the Engineer-in-Charge or his authorised agent. If any materials is unauthorisely obtained from such places, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition, as may be decided by the Executive Engineer and will have to stop further collection.
- vi) Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which, it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause

any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims or compensation etc. arising out of any accident, etc. Any such materials causing obstruction or danger etc. will be got removed departmentally at his cost and no claims for any loss or damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Deptt. and shall attend to any complaint which may be received.

- vii) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over or to be washed away by rain or floods, to be buried under the land slide etc. or slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.
- viii) Before stacking, the materials shall be free from all earth, rubbish vegetable matter and other extraneous substance and in the case of metal, screened to gauge, if so directed when ready. It shall be collected/stacked entirely clear of the road way, on ground which has been cleaned of vegetation and levelled. On high banks, ghat roads etc. where it may not be practicable to stack it entirely clear of the road way, it may be stacked with permission of the Engineer-in-Charge, on beams in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.
- ix) The size of the stacks for materials other than rubble shall be 1m x 1m x 0.5m or such other size as may be directed by the Engineer-in-Charge and all but one stack in furlong (200 meter) shall be of the same uniform size and shall be uniformly distributed over whole length. One stack (at the end) in each furlong may be of length different from the rest in order to adjust total quantity to be required, but its width and height will be the same as those of the rest.
Quality control tests shall be carried out as per frequency of test given as per clause No. 901 (Ministry specifications 4th revisions 2001). Failing to do so, Engineer in charge is empowered to accept or reject the work done.
- x) The Sub Divisional Officer shall supply the contractor with statement showing 200 M wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirements in that 200 M shall be stacked. Any excess quantity shall be removed at the expense of the contractor or piece worker to where it is required before the material in that 200 M is finally measured.
- xi) In stacking materials the deposition shall commence at the end of the kilometer farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Executive Engineer). Stacking in a 200 M shall be completed before it is started in another, unless directed otherwise, in writing by the Executive Engineer. Measurements of the materials stacked in a 200 M will not be recorded until the full quantity required has been stacked unless otherwise authorised by Engineer in writing. Collecting and spreading shall not be carried out at the same time in one and the same kilometer or in two adjoining kilometers except with the written permission of the Executive Engineer.
- xii) Unless otherwise directed, the materials shall be collected in the following order according to availability of space:- (1) Rubble (if included in tender) (2) Metal (3) Soft murum and (4) Hard murum. Hard murum shall be stacked on the side opposite to that on which soft murum has been stacked. Similarly metal collected for petty repairs

shall be stacked on the side opposite to metal for new layer, where metal for two layers has to be stacked as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.

- xiii) All road material shall be examined and measured before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the contractor or piece worker. Immediately after the measurements are recorded, the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Executive Engineer to prevent from any possibility of the same material being measured and recorded over again and to prevent any unauthorised tamping with the stacks.

If the contractor or the piece worker fails to attend measurements of materials after receiving the notice from the Sub Divisional Officer or his subordinate stating the date and time of the intention to measure the work, the same shall be measured nevertheless and no complaint in this respect will be entertained later on. If the contractor or piece worker fails to supply sufficient labour or the materials required at the time of measurements or check measurements after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account.

- xiv) No deduction will be made for voids.

5.14 TEMPORARY QUARTERS AND SITE OFFICE :-

- (I) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for providing housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Engineer-in-Charge.
- (ii) The contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Executive Engineer's representative. The covered area exclusive of verandah should not be less than 40 Square meters. It may have brick walls and asbestos or corrugated iron roof. Paved floor should be 45 cms above ground level. He should provide a basket type or suitable latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

5.15 TREASURE TROVE:-

In the event of discovery by the contractor or his employees, during the progress of the work of any treasure, fossils, minerals or any other articles of value or interest, the contractor shall give immediate intimation thereof to the Engineer-in-Charge and forthwith hand over to the Engineer, such treasure or things which shall be the property of Government.

5.16 PATENTED DEVICE :-

Whenever the contractor desires to use any designed devices, materials or process covered by the letter of patent or copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and the copy of their agreement shall be filed with the Engineer-in-Charge if so desired by the later.

5.17 EXPLOSIVES :-

The contractor shall at his own expense construct and maintain proper magazines, if such are required for the storage of explosives for use in connection with the work, such magazine being situated, constructed and maintained in accordance with the Government Rules applicable in that behalf. The contractor shall at his own expense obtain such license or licenses as may be necessary for storing and using explosives. Notwithstanding that the location etc. or storage of explosives are approved by the Engineer, the Government, shall not be incurring any responsibility whatever in connection with storage and use of explosives on the site or any accident or occurrence what-so-ever in connection, therewith, all operations in or for which explosives are being employed at the risk of the contractor and upon his sole responsibility and the contractor hereby gives to Government an absolute indemnity in respect thereof.

5.18 DAMAGE BY FLOODS OR ACCIDENTS

The contractor shall take all precautions against damage by floods or like or from other accidents etc. No compensation will be allowed to the Contractor on this account or for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost, any plant or materials belonging to the Government, lost or damaged by floods or from any other cause which is in his charge.

5.19 POLICE PROTECTION

For the Special Protection of camp and the contractor's work, the Dep't. will help the contractor as far as possible to arrange for such protection with the concerned authorities, if so required by the contractor in writing. The full cost of such protection shall be borne by the contractor.

5.20 (i) TRAFFIC REGULATION FOR ROAD WORKS :-

- a) Unless separately provided for in the contract, the contractor shall have to make all necessary arrangements for regulating traffic, day and night during the period of construction to the entire satisfaction of the Engineer. This includes the construction and maintenance of diversions if necessary. The contractor shall have to provide necessary caution boards, barricades, flags, lights and watchmen etc. so as to comply with the latest Motor Vehicles rules and regulations for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking materials on the roads, or due to any other reasons.
- b) The contractor shall at all times carry out the work on the road in a manner creating least interferences to the flow of traffic, while consistent with the satisfactory execution of the same. For all works, involving improvements to the existing road, the contractor shall, in accordance with the directives of the Engineer-in-Charge, provide and maintain, during the execution of work a passage for traffic, either along or part of the existing carriageway under improvement or along a temporary diversion

constructed close to the road.

5.20 (ii) TRAFFIC REGULATION FOR BRIDGES AND C.D.WORKS

It is to be clearly understood that whatever work carried out by the Contractor for construction of diversion road including earthwork, W. B. M. Bituminous surface dressing, R.C.C pipe drains etc. will be paid for only once. If the items of temp, diversion are included in the contract and if due to flow of traffic, due to floods or due to any other cause, this diversion road and/or the R.C.C. drain gets damaged it shall be repaired and maintained by the contractor in good condition till completion of the whole work at his own expense.

Traffic safety and control shall be as per clause no. 112.4 of M.O.R.T. & H. specifications for Roads and bridges (4th Revision 2001)

5.21 SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

a) SUPERVISION

The contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer-in-Charge, to act on his behalf. If in the opinion of the Engineer-in-Charge, the contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses employ as his accredited agent a qualified Engineer approved by the Engineer-in-Charge.

Orders given to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself. If the contractor fails to appoint suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the contractor shall be responsible for the delay so caused to the works and the contractor shall not be entitled for any compensation on this behalf.

b) INSPECTION:

The contractor shall inform the Engineer-in-Charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-Charge shall have certified in writing to that effect. Approval of materials or workmanship or approval of part of the work during the progress of execution shall not bind the Engineer-in-Charge or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion till such alteration and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that work has been completed to his satisfaction.

The contractor shall provide at his cost necessary ladders and such arrangements as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

5.22 INITIAL MEASUREMENTS FOR RECORD

Where, for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the authorised field book, or measurement book of Government by the Engineer-in-Charge or his authorised representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer-in-Charge as to the basis of taking measurement. Like-wise the contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorised representative of the Executive Engineer. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

5.23 SAMPLES AND TESTING OF MATERIALS :

- i) All materials to be used on work shall be got approved in advance from the Engineer-in-Charge and shall pass the test and/or analysis required by him which will be :-
 - a) As specified in the specification for the items concerned and/or
 - b) I.S.I. Specifications (whichever and wherever applicable)
 - c) Such recognised specifications acceptable to Engineer-in-Charge as equivalent thereto or in absence of such authorised specification.
 - d) Such requirement, test and/or analysis as may be specified by the Engineer-in-Charge in order of precedence given above.
- ii) The contractor shall at his risk and cost make all arrangements and/or shall provide for all such facilities as the Engineer-in-Charge may require for collecting, preparing required number of samples for tests or analysis at such time and to such place or places as may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-Charge.
- iii) The contractor shall if and when required, submit at his cost the samples of materials to be tested or analysed and if, so directed, shall not make use of or incorporate in the works any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer- in-Charge.
- iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of the testing of materials.
- v) The contractor or his authorised representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorised representative will be binding on the contractor.
- vi) The contractor shall at his own cost set up laboratory to carry out the routine tests of materials which are to be used on the work. The tests will have to be carried out either in his field laboratory or in an approved laboratory. In case

tests are carried out in field laboratory, at least 50% tests should be carried out in nearest quality control laboratory of the Department.

- vii) In case of materials procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorised representative of the Engineer-in-Charge at the nearest approved laboratory. If additional testing other than as required by specification is ordered, the testing charges, shall be borne by the Department, if the test results are satisfactory and by the contractor if the same are not satisfactory.
- viii) In case of materials supplied by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the testing results are satisfactory and the Department if the same are not satisfactory.
- ix) Quality control tests shall be carried out as per frequency of tests given in clause No. 901. Failing to do so, Engineer in charge is empowered to accept or reject the work done. If quality control tests are conducted by the department, then recovery of testing charges will be made at penal rate i.e. five times of specified rates by Government laboratory, from the running bill payable to the contractor.

5.24 MISCELLANEOUS

- a) Rate shall be inclusive of S.T./VAT General tax and other taxes, cess etc.
- b) For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc and later on refilled up with bricks or stone chipping, cement mortar without any extra cost.
- c) In case if it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside Dep't. limits, the contractor will have to make his own arrangements with the land owners and to pay such rents if any, are payable as mutually agreed between them.
The Department will offer the Contractor all the reasonable assistance to enable him to obtain Govt. land for such purpose on usual terms and conditions as per rules of Government, if such land is available.
The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications or P.W.D. Hand Book where reference to such specifications is given without reproducing the details in contract.
- d) Suitable separating barricades and enclosures shall be provided to separate material brought by contractor and material issued by government to contractor under Schedule 'A'. Same is applicable for the material obtained from different sources of supply.
- e) The stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or infusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and

where there is likely-hood of subsidence of soil, such heavy materials shall be stored on approved platforms.

- f) For Road and Bridge works the contractor shall in addition to the specification cited here, comply with requirements of relevant I.R.C. Code in practice.
- g) The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.
- h) If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Contractor with the help of the deptt. at his own cost.
- i) Defective work is liable to be rejected at any stage. The contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.
- j) In the schedule 'B' the work has been divided into sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.
- k) General directions or detailed description of work, materials and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section clause (s) of the General specifications in accordance with which, the work is to be carried out.
- l) In the absence of specific direction to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant, overhead charges and profiles, as well as the general liabilities, obligations and risks arising out of the General conditions of contract.
- m) The quantities set down against the item in the Schedule 'B' are only estimated quantities of each kind of work included in the Contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.
- n) All measurements will be made in accordance with the methods indicated in the specifications and read in conjunction with the General Conditions of Contract.
- o) The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary, while preparing working drawing which will be supplied by the Government during execution. The contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.
- p) The recoveries if any due from contractor will be effected as arrears of land revenue through the Collector of the District.
- q) Clause 101 to 107 of Specifications of Road and Bridges work adhered herewith will be applicable to works as per Schedule 'B' unless specified otherwise in the detailed specifications of the relevant items.
- r) All materials used in the construction shall conform to the requirement of Specification clause under section 1000" Materials for Structures of

Specification of Road and Bridge work, M.O.R.T. & H. New Delhi, (4th Revision 2001)

- s) Extraneous materials and steps to minimise dust nuisance during construction shall be as per clause 111 of M.O.R.T. & H. specification (4th revision 2001)

5.25 PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICITY CABLES AND WATER SUPPLY LINES :-

During the execution of work, it is likely that the contractor may meet with telephone cables, electrical cables, water supply lines, etc. It will, therefore be the responsibility of the contractor to protect them carefully. All such cases Should be brought to the notice of the Engineer-in-Charge and also of the concerned Department by the contractor. Any damage what-so-ever done to these cables and pipe lines by the contractor shall be made good by him at his cost.

5.26 MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR

- a) The contractor shall provide adequate supply of potable water for the use of labours on work and in camps.
- b) The contractor shall construct trench or semi permanent latrines for the use of the Labours. Separate latrines shall be provided for men and women.
- c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the Labourers according to the following specifications :-
1. Huts of Bamboos and Grass may be constructed.
 2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighbourhood of tank, jungle, grass or woods should be particularly avoided. Camps should not be established close to large cuttings of earth work.
 3. The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
 4. There should be no over crowding. Floor space at the rate of 10 Sqm. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
 5. The Contractor must find his own land and if he wants Government land, he should apply for it and pay assessment for it, if made available by government.
 6. The contractor shall construct sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
 7. The Contractor shall make sufficient arrangements for draining away the surface and sludge water as well as water from the bathing and washing places and shall dispose off this waste water in such way as not to cause any nuisance.
 8. The contractor shall engage a Medical Officer with a travelling dispensary for a Camp containing 500 or more persons if there is no Govt. or other private dispensary situated within 8 kilometres from the Camp. In case of emergency

the contractor shall arrange at his cost for transport for quick medical help to his sick worker.

9. The Contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged.
10. The Assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matters such as water supply, sanitary conveniences, the camp site, accommodation and food supply shall be followed by the Contractor.
11. The contractor shall make arrangement for all anti malarial measures to be provided for the labour employed on the work. The anti malarial measures shall be provided as directed by the Assistant Director of Public Health.

5.27 SAFETY CODE :-

- 1) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1:4 (1. horizontal and 4 vertical).
- 2) Scaffolding or staging more than 3.25m above the ground or floors swung or suspended from an overhead support or erected with stationary supports, shall have guard rail properly attached, bolted, braced and otherwise assured at least 1m high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or the structure.
- 3) Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or is more than 3.25m above ground level or floor level. It shall be closely boarded and should have adequate width and should be suitably fenced as described in 2 above.
- 4) Every opening in floor of the building or in a working platform shall be provided with suitable protection to prevent fall of persons or materials by providing suitable fencing or railing with minimum height of 1m.
- 5) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m in length. Width between side rails of ladder shall in no case be less than 30 cms for ladders up to and including 3m in length. For longer ladders this width shall be increased at least 6mm for each additional 30 cms. of length. Uniform steps spacing shall not exceed 30 cms.
- 6) Adequate precautions shall be taken to prevent danger from electrical equipments. No materials on any of the site shall be stacked or placed as to cause danger or inconvenience to any person or the public. The contractor

shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expense of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor to be paid to compromise any claim by any such person.

5.28 SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK :-

For item rate contracts, the contract unit rates for different items of work shall be for payment in full for completing the work to the requirements of the specifications including full compensation for all the operations detailed in the relevant section of these specifications under “**Rates**”. In the absence of any direction to the contrary, the rates are to be considered as fully inclusive of rate for finished work covering all labour materials, wastage, temporary work, plant, equipment, overhead charges and profit as well as the general liabilities, obligations and risks arising out of the general conditions of contract.

The item rates quoted by the contractor shall, unless otherwise specified, also include compliance with / supply of the following:-

- i) General works such as setting out, clearance of site before setting out and clearance of works after completion.
- ii) A detailed programme for the construction and completion of the works (using CPM / PERT techniques) giving, in addition to construction activities detailed network activities for the submission and approval of materials, procurement of critical materials and equipments.

Fabrication of special products/equipments and their installations and testing and for all activities of the Employer that are likely to effect the progress of work, etc. including up-dating of all such activities on the basis of the decisions taken at the periodic site review meetings or as directed by the Engineer in charge.
- iii) Samples of various materials proposed to be used on the work for conducting tests there on as required as per the provisions of the contract.
- iv) Design of mixes as per the relevant clauses of the specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant clauses of these specifications to be submitted to the Engineer for his approval before use in the works:
- v) Detailed designs, calculations and drawings for all temporary works (such as form work, staging, centring, specialised constructional handling and launching equipment and the like);
- vi) Detailed drawings for templates support and end anchorage, details for pre stressing cable profiles, bar bending and cutting schedules for reinforcement, materials list for fabrication of structural steel etc.
- vii) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provisions of the specifications:.

- viii) Testing of various finished items and materials including bitumen, cement, concrete, bearings as required under these specifications and furnishing test reports/certificates.
- ix) Inspection reports in respect of form work, staging, reinforcement and other items of work as per the relevant specifications.
- x) Any other data which may be required as per these specifications or the conditions of contract or any other annexure/schedules forming part of the contract.
- xi) Any other item of work which is not specifically provided in the bill of quantities but which is necessary for complying with the provisions of the contract.
- xii) **All temporary works, form work and false works.**
Portion of road works beyond the limits and or any other work may be got constructed by the employer directly through other agencies. Accordingly, other agencies employed by the Employer may be working in the vicinity of the work being executed by the contractor. The contractor shall liaise with such agencies and adjust his construction programme for the completion of the work accordingly and no claim or compensation due to any reason whatsoever will be entertained on this account. The Employer will be indemnified by the contractor for any claims from other agencies on this account.

5.29 PAYMENTS:-

a) **RUNNING BILLS:-**

Two payments in a month will be granted by the Engineer-in-Charge if the progress is satisfactory. Contractor should submit bills to the Engineer-in-Charge in appropriate forms. The same shall be passed within 4 days Subject to Availability of Funds.

b) **FINAL BILL:-**

The contractor should submit final bill within one month after completion of the work and the same will be paid within 3 months if it is in order. Disputed items and claims if any shall be excluded from the final bill and settled separately later on.

5.30 HANDING OVER OF WORK:-

All the work and materials before finally taken over by Government 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. The handing over by the contractor and taking over by the Executive Engineer or his authorised representative will be always in writing of which copies will go to the Executive Engineer or his authorised representative and the contractor. It is, however, understood that before taking over such work Government will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

5.31 CLAIMS

Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extras or claims not covered in the appendices.

Claims for extra work shall be registered within 30 days of occurrence of the event. However bills for these claims including supporting data/details may be submitted subsequently.

5.32 MAINTENANCE & DEFECT LIABILITY CLAUSE :

5.32.1 On completion of the work in all respects, necessary certificate will be issued by the concerned Executive Engineer and the defect liability period will be counted from the date of issue of such certificates.

5.32.1A The Defect liability is fixed for the period as per clause 20 of General condition of contract. The items covered under Defect Liability are listed below. All these defect shall be rectified by the contractor at his cost as per clause 20 of general conditions of contract, No separate payment will be made for each rectification.

- 1) Pothole filling.
- 2) Rebuilding of sunken portion of road surface.
- 3) Remaking of surface corrugation.
- 4) Redoing of worn-out seal coat.
- 5) Outflanking of approaches of causeway / C.D.Works.
- 6) Repairs to cracks or damages to face wall of C.D.works of C.D. works/ Causeways retaining walls, parapets.
- 7) Redoing camber, super elevation, water pools, on road surface.
- 8) Sealing of premature cracks in B.T. surface.

5.32.2 All damages during execution shall be made good by the contractor at his cost. He will be responsible for any damages to the road surface including B.T. surface in rainy seasons and during construction and guaranteed maintenance period and no separate payment will be made for restoring such damages.

5.32.3 Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has carried out No. extra payment shall be made for such rectification.

5.32.4 The agency has to be commence the rectification work as soon as possible and in any case no later than 3 days of its communication by the concerned E.E. / D.E. / J.E. and complete the same within 7 days maximum in case the agency fails to start the rectification work within above specified period, the department will levy a compensation of Rs. 5000.00 per day till the time commences the rectification work.

5.32.5 Alternatively the rectification work will be taken up in hand by the department after 3 days at the risk and cost of the agency and all expenses including any incidentals will be recovered from its immediate forthcoming bill or deposit kept with the department. The agency will have to make all necessary arrangements for smooth flow of traffic till the time the rectification work is completed or also this will be done by the department at the risk and cost of agency.

5.32.6 The agency will have to make all necessary arrangements for smooth flow of traffic till the time the rectification work is completed or also this will be done by the department at the risk and cost of agency.

5.32.7 The contractor's liability of maintaining the road to the required specifications will commence right from the date of work order till the expiry of defect liability period. The liability also extends to the untackled length.

5.33 Additional condition to be incorporated in the tenders for work primarily of bituminous nature:

1) Where more than one bituminous layer is provided, the B.C./SDBC/OGC will be considered as acceptable if the cumulative roughness index shall not more than the following values -

a) O.G. premix bituminous carpet - 3500 mm / km.

b) B.B.M. - 4500 mm / km.

1) The roughness index measurements shall be carried out by "Towed fifth wheel bump integrator" by the contractor at his own cost.

2) The agency will be responsible for the maintenance of the entire stretch of the road included in the scope of work right from the day on which the work order is issued for the work, till the end of defect liability period.

3) Where the use of vibratory roller and sensor paver is envisaged for the work, the agency must produce the relevant papers to prove that the sensor paver and vibratory roller is owned by them. Mere production of hire agreement / purchase order will not suffice.

4) The sensor paver shall be equipped with attachment like balancing beam etc. to achieve the longitudinal control on the bituminous layer.

5) The agency must submit a proof of owning mechanical sprayer. (Towed type / truck mounted type.)

- 6) All items of tack coat, prime coat and bituminous overlays of penetration type like B.U.S.G., B.B.M. etc. and liquid seal coat must be carried out by pressure sprayers only. The pressure sprayer may be a mechanical sprayer with towing arrangement or truck mounted type.
- 7) The RCC pipes required for the work shall be procured from the MSSIDC only. The payment towards providing and fixing N2/NP3/NP4 pipes will be released only after the Contractor submits the bills of MSSIDC to authenticate that the pipes have been purchased from the MSSIDC. No payment towards the item of providing and laying of the pipe will be released in absence of the submission of requisite documents.
- 8) Steps to be taken to plug the Loop holes in the supply of good quality retro reflective sign Boards.
 - a) Signboard manufacturer should be authorized converter of any reflective sheeting manufacturer or his sole distributor (Presently there are 3 standard companies namely 3m/ Nikkalite/ Kiwalite) The sign board manufacturer should produce converter certificate on demand insist for it.
 - b) Sign board manufacturer should given warrantee certificate of every job undertaken. The warrantee certificate should be from Reflective sheeting manufacturer or his sole distributor and not from signboard manufacturer. Insist for such warrantee certificate, the warrantee shall be for 7 years for high intensity grade and for 5 year Engineering grade sharing.
 - c) The signboard manufacturer should put his label behind the board stating clearly the year of make and time of the converter.
 - d) In case of ever a slightest doubt avail the facility of testing by retro checker being made available by 3m free of cost.

5.34 Set up of equipments

- 5.34.1 The Contractor shall have at least following equipments calibrated to the latest date in the laboratory so established. The Contractor will have to carry out the calibration of the equipments from the approved agency as and when directed by the Engineer in charge at his own cost in cases where the calibration validity stands expired.

EQUIPMENT REQUIRED FOR FIELD LABORATORY FOR ROAD WORK

Sr.No	Scope of Work	Name of Equipment Own/Hired
A	Embankment +Granular Sub Base + Water Bound Macadam	<p>Sieve Set: 75 mm 53 mm , 26.5mm,20mm, 7.7mm,236mm,75 mic.(For Embankment and GSB)</p> <p>-----</p> <p>Metal G.I Sieve 45mm dua meter (for WBM) 125 mm, 90mm,80mm,60mm,53mm,50mm,45mm, 40mm,37.5mm,25mm,22.4mm,20,mm,16mm ,13.20mm,11.2mm,12mm,10mm,6.3mm,4.75 mm,</p> <p>-----</p> <p>Proctor density kit (Mould, Base, plate, collar, rammer)</p> <p>-----</p> <p>Speedy moisture meter complete with chemicals</p> <p>-----</p> <p>Field density Kit (Tray with Central hole, sank pouring cylinder, container, chisel, hammer, standard sank grade III)</p> <p>-----</p> <p>C.B.R Moulds with perforated base plate, collar, slotted wts, annular wt.with central spacer disc, perforated plate with stem, Whitman filter paper. -</p> <p>-----</p> <p>C.B.R Testing Machine Hand operated or Electrically operated with proving ring 3000 kg.capacity and dial gauge. -</p> <p>-----</p> <p>Measuring cylinder 500ml,250ml,100ml</p> <p>-----</p> <p>.Electronic balance of 5 Kg.capacity. --</p> <p>-----</p> <p>Pan balance 20kg capacity with wts, 10kg, 5kg,2kg,1kg,500gm,200gm,100gm,50gm, 20gm10gm,5gm. -</p> <p>-----</p> <p>Water absorption and sp.Gravity kit, (drum,air tight container, wire basket)</p> <p>-----</p> <p>Agg.Impact Test app.</p> <p>-----</p> <p>Flakiness and Elongation Gauge.</p> <p>-----</p> <p>Metal measures 5.3 and 1 ltr.</p> <p>-----</p> <p>3mtr. straight edge and camber plate</p>

		adjustable type ----- Oven-Electrically operated, thermostatically controlled range upto 200 C,Censitivity 10 O C ----- Speedy moisture meter with chemicals.
B	BBM and Carpet with seal Coat	Metal Sieve : 50mm,25mm,20mm,12.5mm, 10mm,6.3mm,4.75mm,2.36mm. ----- Pan balance 20kg capacity with wts. ----- Oven- Electrically operated, thermostatically controlled range upto 200 o C,sensitivity 10 o C ----- Water absorption and Sp. Gravity Kit, (drum, air tight container, wire basket) ----- Flakiness and Elongation Gauge ----- Impact and Elongation Gauge ----- Penetrometer ----- Thermometer 0 to 250 C ----- Electronic balance 5 kg. capacity. ----- Centrifugal Extractor Electrically or hand operated, Benzene. ----- Abrasion Testing Machine ----- Pyconometer ----- Pavement Core Cutting Machine 3 mtr. straight edge and camber plate adjustable type. ----- Field density kit (Tray with central hole, sand pouring cylinder, container, chisel hammer, standard sand Grade III)
C	Carpet with seal coat	Metal Sieve Set : 20mm,12.5 mm, 20mm, 10mm,6.3mm,4.75mm,2.36mm. ----- Pan balance 10kg capacity with wts. ----- Oven- Electrically operated, thermostatically

		<p>controlled range upto 200 o C,sensitivity 10 o C</p> <p>-----</p> <p>Water absorption and Sp. Gravity Kit, (drum, air tight container, wire basket)</p> <p>-----</p> <p>Pyconometer</p> <p>-----</p> <p>Flakiness and Elongation Gauge</p> <p>-----</p> <p>Impact and Elongation Gauge</p> <p>-----</p> <p>Penetrometer</p> <p>-----</p> <p>Thermometer 0 to 250 C</p> <p>-----</p> <p>Electronic balance 5 kg. capacity.</p> <p>-----</p> <p>Centrifugal Extractor Electrically or hand operated..</p> <p>-----</p> <p>Abrasion Testing Machine</p> <p>-----</p> <p>Pyconometer</p> <p>-----</p> <p>Tray test Apparatus.</p> <p>-----</p> <p>Nuclear Density Gauge</p> <p>3 mtr. straight edge and camber plate adjustable type.</p>
<p>D</p>	<p>Bituminous Macadam Desnse Bituminous Macadam/ Semidense Bituminous Concrete/ Asphltic Concrete</p>	<p>Metal Sieve 45mm,37.5 mm, 26.5mm, 19mm, 13.2mm,9.5mm,4.75mm,2.36mm.1.18mm,60 Omic,300mic,150mic,75mic.</p> <p>-----Pan balance 10kg capacity with wts.</p> <p>-----</p> <p>Marshall mould, Pedestal, Asphaltic Rammer</p> <p>-----</p> <p>Oven- Electrically operated, thermostatically controlled range upto 200 o C,sensitivity 10 o C</p> <p>-----</p> <p>Constant Temperature Water bath</p> <p>-----</p> <p>Marshall testing machine with 3000 kg Capt.proving Ring and dial guage 0.01 mm</p> <p>-----</p> <p>Centrifugal Extractor and hand or Electrically</p>

		<p>operated, Benzene</p> <p>-----</p> <p>Penetrometer</p> <p>-----</p> <p>Electronic balance 5 kg. capacity.</p> <p>-----</p> <p>Flakiness and Elongation Guage</p> <p>-----</p> <p>Agg.Impact Test app.</p> <p>-----</p> <p>Thermometer 0 to 250 C</p> <p>-----</p> <p>Water absorption and Sp.Gravity Kit</p> <p>-----</p> <p>Abrasion Testing Machine</p> <p>-----</p> <p>Pyconometer.</p> <p>Try test Apparatus</p> <p>mtr. straight edge and camber plate</p> <p>adjustable type.</p> <p>-----</p> <p>Nuclear Density Gauge</p>
E)	Miscellaneous Equipment Required for above Scope i.e. A,B,C and D	<p>Pin hammer, Chisel, Screw driver, spanner set, Pliers, Gamelas, Iron Kadhai, Spatula 2 mtr. Tape, Steel scale, Plastic bag, gunny bags, Enamelled trays size</p> <p>650 mm x 500 mm x 50 mm</p> <p>(ii) 600 mm x 450 mm x 50 mm</p> <p>(iii) 450 mm x 30 mm x 40 mm</p> <p>Big size Iron Trays –</p> <p>60 cm x 45 cm x 8 cm</p> <p>(ii) 45 cm x 45 cm x 50 cm</p> <p>Sledge hammer</p> <p>First aid box 1</p>

बांधकाम साहित्याच्या एकूण चाचण्यापैकी शासकीय प्रयोगशाळेत करावयाच्या चाचण्यांची टक्केवारी व वारंवारिताबाबत.

(शासन परिपत्रक क्रमांक संकिर्ण-२००४/प्र.क्र.१०९/रा.म.२ मंत्रालय मुंबई दि.२२ मार्च २००५)

- अ) कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग, यांनी तपासून प्रमाणित केलेली क्षेत्रिय प्रयोगशाळा (Site Laboratory) ज्या कामावर आहे, त्या कामावरील परिशिष्ट-अ मधील नमूद केलेल्या बांधकाम साहित्याच्या एकूण ७० टक्के चाचण्या क्षेत्रिय प्रयोगशाळेतून व ३० टक्के चाचण्या, क्षमता व गुण नियंत्रण मंडळाच्या प्रयोगशाळेतून क्षेत्रिय प्रयोगशाळेतून व ५० टक्के चाचण्या दक्षता व गुण नियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यात याव्यात.
- ब) ज्या कामावर क्षेत्रिय प्रयोगशाळा नसेल, त्या कामासाठीच्या बांधकाम साहित्याच्या १०० टक्के चाचण्या दक्षता व गुण नियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यात याव्यात.
- विशेष अट – (Special Condition)
- क) बांधकाम साहित्याच्या चाचण्यांची वारंवारिता (Frequency) पाळण्याबाबत. :-
सोबत दिलेल्या परिशिष्ट नुसार सर्व साहित्याच्या चाचण्यांची किमान वारंवारिता (Frequency) सोबत जोडलेल्या प्रपत्रात नमूद करण्यात आलेली असून ही वारंवारिता नमूद करतांना खालील प्रमाणे पध्दत अवलंबवावी.
- १) निविदातील ज्या बाबीसाठी MORT & H Specification त आला आहे. त्या बाबीमधील साहित्यांच्या चाचण्यासाठी MORT & H Specification मध्ये नमूद केलेली प्रचलित किमान वारंवारिता देण्यांत यावी.
 - २) निविदातील ज्या बाबीसाठी P.W.D. Specification चा संदर्भ देण्यात आला आहे, त्या बाबीमधील साहित्याच्या चाचण्यांसाठी P.W.D. Specification मध्ये नमूद केलेली प्रचलित किमान वारंवारिता देण्यांत यावी.
 - ३) ज्या बाबीसाठी / साहित्यांसाठी वरील (१) व (२) मध्ये नमूद विनिर्देशात वारंवारिता दिलेली नाही, अशा बाबींसाठी संबंधित I.S.Codes चा वापर करण्यांत यावा, व त्याप्रमाणे वारंवारितेचा उल्लेख करण्यांत यावा.
 - ४) सर्व चाचण्यांसाठी किमान वारंवारिता वाढविण्यास प्रत्यवाय नाही.

Sr.No.	Name of Scope	Material	Name of Test	Frequency of Testing
A)	Embankment + Granular Sub Base + Water Bound Macadam	Soil / Murum for Embankment	Moisture content, Prior to Compaction Proctor Density Test of Compacted layer C.B.R.Test	One Test / 250 m ² One Test / 500 m ² OR 8000 m ³ Soil One Test / 3000 m ³ or as required
		Murum / Gravel / Sand / Crust Stone for Granular Sub Base	Gradation Plasticity Index Moisture content Proctor Density Test of Compacted layer C.B.R.Test	One Test / 200 m ³ One Test / 200 m ³ One Test / 250 m ³ One Test / 500 m ³ One Test / 3000 m ³ or as required
		Course aggregate / Murum for WBM	GSB Mix Gradation	as required One Test / 100 m ³
			Aggregate impact Value Flakiness Index & Elongation Index Water absorption Plasticity Index of	One Test / 200 m ³ One Test / 100 m ³ One test / 25 m ³

B)	BBM & Carpet with seal coat	Hard Murum	Binding Material (HM/SM)	One Test / 100 m3
			Plasticity Index of portion of aggregate passing 425 mic.	
		Stone / Rubble	Gradation	One Test / 500 m3
			Plasticity Index	One Test / 500 m3
		BBM Metal	Specific Gravity	One Test for each source
			Water absorption	One Test for each source
			Compressive strength	One Test for each source
			Aggregate impact Value	One Test / 200 m3
		Bitumen	Flakiness Index & Elongation Index	One Test / 200 m3
			Gradation	One Test / 100 m3
Water absorption	Initially one set of three representing specimen for each source of supply subsequently when warranted by changes in the quality of aggregate.			
Stripping Value	Initially one set of three representing specimen for each source of supply subsequently when warranted by changes in the quality of aggregate.			
C)	Carpet with seal coat	Metal	Penetration	One Test per Bouzer
			Ductility	One Test per Bouzer
			Softening point	One Test per Bouzer
			Temperature of Binder at application	At regular close intervals
		Metal	Rate of Spread of Binder	One test per 500 m2 of area
			Impact / Absorption Value	One test per 50 m3
			Flakiness Index & Elongation Index	One test per 50 m3
			Gradation	One test per 25 m3
			Stripping Value	Initially one set of three representing specimen for each source of supply subsequently when warranted by changes in the quality of aggregate.
			Water absorption	Initially one set of three representing specimen for

D)	<p>Bituminous Macadam / Dense Bituminous Macadam / semidense Bituminous concrete / Asphaltic Concrete / Semidense Bituminous Concrete / Asphaltic concrete</p>		<p>Penetration Ductility Softening point Extraction</p> <p>Temperature of Binder at application Rate of spread of Mix Material</p> <p>Impact / Absorption Value Flakiness Index & Elongation Index Gradation</p> <p>Stepping Value</p> <p>Water absorption</p> <p>Penetration Ductility Softening point Extraction Marshall stability Test</p> <p>Control of temperature of binder and aggregate for mixing and of the mix at the time laying and rolling Rate of spread of Mix Material</p>	<p>each source of supply subsequently when warranted by changes in the quality of aggregate. One Test per Bouzer One Test per Bouzer One Test per Bouzer One Test per 500 m3 & not less than two test per day. At regular close intervals</p> <p>Regular controll through checks on meterial and layer thickness. One test per 50 m3 One test per 50 m3</p> <p>Two test per day per plant both on individual constituents from the driar. Initially one set of three representing specimen for each source of supply subsequently when warranted by changes in the quality of aggregate. Initially one set of three representing specimen for each source of supply subsequently when warranted by changes in the quality of aggregate. Initially one set of three representing specimen for each source of supply subsequently when warranted by changes in the quality of aggregate. One Test per Bouzer One Test per Bouzer One Test per Bouzer Minimum two test per day Minimum Two sets being tested per plant per day (One test of three marshal mould specimen) At regular close intervals</p> <p>Regular controll through checks on material and layer thickness.</p>
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SCHEDULE A

Name of work: - A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

Schedule showing (approximately) the quantities of material to be supplied by the Department to the Contractor with his own cost.

Sr. No.	Particulars	Quantity	Rate in		Place of Delivery
			Figures	Words	

All material which are approved by Engineer in charge are to be brought by contractor at his own cost including transportation, loading, unloading, stacking and storing till its use in work etc. complete. The testing charges will be paid by the contractor.

Note : Conditions of Schedule 'A' attached separately.

Contractor

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Name of work:- A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

Schedule "B"

Memorandum showing item of works to be carried out.

Sr. No.	Quantities estimated but may be more or less		Item of Work	Estimated Rates		Unit	Amount
				In Figure	In Words		
1			Supplying crushed metal 25 to 40 millimeter of trap/granite /quartzite/gneiss stone metal at the road side including conveying and stacking for use in bituminous road surface.				
	60.53	Cubic Metres	Sub Work A)	716.12	Rupees seven hundred sixteen and paise twelve only	One Cubic Metre	43346.74
	16.19	Cubic Metres	Sub Work B)	732.10	Rupees seven hundred thirty-two and paise ten only	One Cubic Metre	11852.70
	28.48	Cubic Metres	Sub Work C)	732.10	Rupees seven hundred thirty-two and paise ten only	One Cubic Metre	20850.21
	14.88	Cubic Metres	Sub Work D)	716.12	Rupees seven hundred sixteen and paise twelve only	One Cubic Metre	10655.87
	4.25	Cubic Metres	Sub Work E)	716.12	Rupees seven hundred sixteen and paise twelve only	One Cubic Metre	3043.51

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Sr. No.	Quantities estimated but may be more or less		Item of Work	Estimated Rates		Unit	Amount
				In Figure	In Words		
2			Supplying 20 millimeter trap/granite/qartzite /gneiss stone aggregate at the road side including conveying and stacking for use in bituminous road surface.				
	21.16	Cubic Metres	Sub Work A)	817.12	Rupees eight hundred seventeen and paise twelve only	One Cubic Metre	17290.26
	5.97	Cubic Metres	Sub Work B)	833.10	Rupees eight hundred thirty-three and paise ten only	One Cubic Metre	4973.61
	9.56	Cubic Metres	Sub Work C)	833.10	Rupees eight hundred thirty-three and paise ten only	One Cubic Metre	7964.44
	5.32	Cubic Metres	Sub Work D)	817.12	Rupees eight hundred seventeen and paise twelve only	One Cubic Metre	4347.08
	1.89	Cubic Metres	Sub Work E)	817.12	Rupees eight hundred seventeen and paise twelve only	One Cubic Metre	1544.36

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Sr. No.	Quantities estimated but may be more or less		Item of Work	Estimated Rates		Unit	Amount
				In Figure	In Words		
3			Supplying 12/10 millimeter trap/granitite/quartzite /gneiss stone metal at the road side including conveying and stacking for use in bituminous road surface.				
	21.02	Cubic Metres	Sub Work A)	802.12	Rupees eight hundred two and paise twelve only	One Cubic Metre	16860.56
	5.82	Cubic Metres	Sub Work B)	818.10	Rupees eight hundred eighteen and paise ten only	One Cubic Metre	4761.34
	9.63	Cubic Metres	Sub Work C)	818.10	Rupees eight hundred eighteen and paise ten only	One Cubic Metre	7878.30
	5.25	Cubic Metres	Sub Work D)	802.12	Rupees eight hundred two and paise twelve only	One Cubic Metre	4211.13
	1.75	Cubic Metres	Sub Work E)	802.12	Rupees eight hundred two and paise twelve only	One Cubic Metre	1403.71

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Sr. No.	Quantities estimated but may be more or less		Item of Work	Estimated Rates		Unit	Amount
				In Figure	In Words		
4			Supplying 6 millimeter trap/granite/quartzite/ gneiss stone aggregate at the road side including conveying and stacking for use in bituminous road surface.				
	12.70	Cubic Metres	Sub Work A)	721.12	Rupees seven hundred twenty-one and paise twelve only	One Cubic Metre	9158.22
	3.58	Cubic Metres	Sub Work B)	737.10	Rupees seven hundred thirty-seven and paise ten only	One Cubic Metre	2638.82
	5.74	Cubic Metres	Sub Work C)	737.10	Rupees seven hundred thirty-seven and paise ten only	One Cubic Metre	4230.95
	3.19	Cubic Metres	Sub Work D)	721.12	Rupees seven hundred twenty-one and paise twelve only	One Cubic Metre	2300.37
	1.14	Cubic Metres	Sub Work E)	721.12	Rupees seven hundred twenty-one and paise twelve only	One Cubic Metre	822.08

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Sr. No.	Quantities estimated but may be more or less		Item of Work	Estimated Rates		Unit	Amount
				In Figure	In Words		
5			Supplying fire wood for heating the bitumen to work site with all leads, lifts loading unloading and protecting till use etc. complete.				
	38.54	Quintal.	Sub Work A)	325.00	Rupees three hundred twenty-five and paise nil only	Quintal.	12525.50
	10.79	Quintal	Sub Work B)	325.00	Rupees three hundred twenty-five and paise nil only	Quintal.	3506.75
	17.53	Quintal	Sub Work C)	325.00	Rupees three hundred twenty-five and paise nil only	Quintal.	5697.25
	9.65	Quintal	Sub Work D)	325.00	Rupees three hundred twenty-five and paise nil only	Quintal.	3136.25
	3.34	Quintal	Sub Work E)	325.00	Rupees three hundred twenty-five and paise nil only	Quintal.	1085.50

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Sr. No.	Quantities estimated but may be more or less		Item of Work	Estimated Rates		Unit	Amount
				In Figure	In Words		
6			Hiring static roller 8-10 M.T. for compacting the metal spreaded for filling pot holes				
	16.00	Day	Sub Work A)	1950.00	Rupees one thousand nine hundred fifty and paise nil only	Day	31200.00
	4.00	Day	Sub Work B)	1950.00	Rupees one thousand nine hundred fifty and paise nil only	Day	7800.00
	7.00	Day	Sub Work C)	1950.00	Rupees one thousand nine hundred fifty and paise nil only	Day	13650.00
	4.00	Day	Sub Work D)	1950.00	Rupees one thousand nine hundred fifty and paise nil only	Day	7800.00
	1.00	Day	Sub Work E)	1950.00	Rupees one thousand nine hundred fifty and paise nil only	Day	1950.00

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Sr. No.	Quantities estimated but may be more or less		Item of Work	Estimated Rates		Unit	Amount
				In Figure	In Words		
7			Tractore engaged for material shifting, labour and to pull the boiler unit etc. for filling pot hole				
	16.00	Day	Sub Work A)	1000.00	Rupees one thousand and paise nil only	Day	16000.00
	4.00	Day	Sub Work B)	1000.00	Rupees one thousand and paise nil only	Day	4000.00
	7.00	Day	Sub Work C)	1000.00	Rupees one thousand and paise nil only	Day	7000.00
	4.00	Day	Sub Work D)	1000.00	Rupees one thousand and paise nil only	Day	4000.00
	1.00	Day	Sub Work E)	1000.00	Rupees one thousand and paise nil only	Day	1000.00
8			Labour engaged for filling pot hole etc.				
	160	No.	Sub Work A)	257.00	Rupees two hundred fifty-seven and paise nil only	No.	41120.00
	40	No.	Sub Work B)	257.00	Rupees two hundred fifty-seven and paise nil only	No.	10280.00
	70	No.	Sub Work C)	257.00	Rupees two hundred fifty-seven and paise nil only	No.	17990.00
	40	No.	Sub Work D)	257.00	Rupees two hundred fifty-seven and paise nil only	No.	10280.00
	10	No.	Sub Work E)	257.00	Rupees two hundred fifty-seven and paise nil only	No.	2570.00
							0.00

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Sr. No.	Quantities estimated but may be more or less	Item of Work	Estimated Rates		Unit	Amount	
			In Figure	In Words			
9		Shooting of Still Photographs outdoor and indoor of construction and other works of building, bridges, roads, etcetra in District and outside District at any distances of size (4" x 6"). DSR P/I No. : 229/55a					
	9	Three Copies	Sub Work A)	80.00	Rupees eighty and paise nil only	Three Copies	720.00
	9	Three Copies	Sub Work B)	80.00	Rupees eighty and paise nil only	Three Copies	720.00
	9	Three Copies	Sub Work C)	80.00	Rupees eighty and paise nil only	Three Copies	720.00
	9	Three Copies	Sub Work D)	80.00	Rupees eighty and paise nil only	Three Copies	720.00
	9	Three Copies	Sub Work E)	80.00	Rupees eighty and paise nil only	Three Copies	720.00
			Sub Work A)		Total Rs.		188221.28
			Sub Work B)		Total Rs.		50533.22
			Sub Work C)		Total Rs.		85981.15
			Sub Work D)		Total Rs.		47450.70
			Sub Work E)		Total Rs.		14139.16

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Sr. No.	Quantities estimated but may be more or less	Item of Work	Estimated Rates		Unit	Amount
			In Figure	In Words		
10		Labour cess Charges				
		Sub Work A)				1882.21
		Sub Work B)				505.33
		Sub Work C)				859.81
		Sub Work D)				474.51
		Sub Work E)				141.39
		Sub Work A)		Grand Total Rs.		190103.49
		Sub Work B)		Grand Total Rs.		51038.55
		Sub Work C)		Grand Total Rs.		86840.96
		Sub Work D)		Grand Total Rs.		47925.21
		Sub Work E)		Grand Total Rs.		14280.55
		Grand Total Rs. (A+B+C+D+E)			Total Rs	390489.82
		Rupees three lakhs ninety thousand four hundred ninety and paise nil only			Say Rs.	390490.00

Contractor

No.of Corrections

Executive Engineer

Name of work:- A) C.R. to Taharabad Rahuri Sonai Ghodegaon Kukana road S.H. 66 Km 30/00 to 66/700 B) C.R. to Khedle (P) Sonai Road MDR- 33 Km.0/00 to 8/200 C) C.R. to Maka Dedgaon Jeur Kukana Gevrai Shirasgaon Road MDR 37 Km 0/00 to 16/00 D) C.R. to Sonai Shignapur Chanda Road MDR 79 Km 0/00 to 11/900 E) C.R. to S.H. 66 Chanda Rastapur Ranjangaon Road MDR 36 Km. 0/00 to 3/600 Newasa Dist. Ahmednagar (Pot Hole Filling)

STANDARD SPECIFICATION

Item No.	Description of Item	Specification as per standard specification book published by Govt.of Maharashtra Volume I and Volume II MORT&H 2013		Additional Specification if any
		Specification No.	Page No.	
1	2	3	4	5
1	Supplying crushed metal 25 to 40 millimeter of trap/granite /quartzite/gneiss stone metal at the road side including conveying and stacking for use in bituminous road surface.	Rd. 41	Page No 215	–
2	Supplying 20 millimeter trap/granite/qartzite /gneiss stone aggregate at the road side including conveying and stacking for use in bituminous road surface.	Rd. 41	Page No 215	–
3	Supplying 12/10 millimeter trap/granitite/quartzite /gneiss stone metal at the road side including conveying and stacking for use in bituminous road surface.	Rd. 41	Page No 215	–

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT

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Item No.	Description of Item	Specification as per standard specification book published by Govt.of Maharashtra Volume I and Volume II MORT&H 2013		Additional Specification if any
		Specification No.	Page No.	
4	Supplying 6 millimeter trap/granite/quartzite/ gneiss stone aggregate at the road side including conveying and stacking for use in bituminous road surface.	Rd. 41	Page No 215	–
5	Supplying fire wood for heating the bitumen to work site with all leads, lifts loading unloading and protecting till use etc. complete.	–	–	As Directed by Engineer Incharge
6	Hiring static roller 8-10 M.T. for compacting the metal spreaded for filling pot holes	–	–	As Directed by Engineer Incharge
7	Tractore engaged for material shifting, labour and to pull the boiler unit etc. for filling pot hole	–	–	As Directed by Engineer Incharge
8	Labour engaged for filling pot hole etc.	–	–	As Directed by Engineer Incharge
9	Shooting of Still Photographs outdoor and indoor of construction and other works of building, bridges, roads, etcetra in District and outside District at any distances of size (4" x 6"). DSR P/I No. : 229/55a	–	–	As Directed by Engineer Incharge
10	Labour cess	_____	_____	

Contractor

No.of Corrections

Executive Engineer