

**Municipal Council, Phaltan**

**B - 1 / E – TENDER DOCUMENT**

**-:- Name of Work**

**Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.**

**Estimated Cost: - 519867/-**

**E.M.D. : - 5200/-**

**-:- Office of the -:-**

**Chief Officer,  
Municipal Council, Phaltan.**

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

## E-Tender Notice PMC - / /2015-2016

### Internal NIT No.

### **Municipal Council, Phaltan.**

Online Tenders ( E- Tender) in B-1 form for the following work are invited by the Chief Officer, Municipal Council, Phaltan, Phone No.(02166)222325,(02166)224641.Email Id: [phaltanmunicipalcouncil@gmail.com](mailto:phaltanmunicipalcouncil@gmail.com) on government of Maharashtra Electronic Tender Management System <http://maharashtra.etenders.in>

Online bids are invited for the following works items.

The details can be viewed and downloaded online directly from the Government of Maharashtra e-tendering Portal <http://maharashtra.etenders.in> on Sub Portal of <http://udd.maharashtra.etenders.in>.

Sr. No.	Name of work	Estimated cost in lacks (Rs)	Time limit for completion (Months)	Earn st Money in Lacks (Rs)	Cost of Blank tender form (Rs)	Class of Registration
1	2	3	4	5	6	7
1	<b>Construction of W.B.M. road, BUSG &amp; 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.</b>	519867/-	6	5200/-	1500/-	VII Class

For more details on the tender and bidding process you may please visit the above mentioned portal.

### **NOTE :**

1. All eligible/interested contractors are mandated to get enrolled on e- Tendering ortal (<http://maharashtra.etenders.in>).
2. To process the tenders online, to encrypt their bid and to sing the bid hashes ,bidders are required to obtain digital certificate. For details bidders be contact Help desk.
3. Contractors can contact **Help desk** for any clarification of their doubts regarding the process of Electronic Tendering system. Help desk at through Email ID [support.gom@nextenders.com](mailto:support.gom@nextenders.com) or Phone No. 020- 30187500.
4. 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.

Contractor

No.of Corrections

Chief Officer

M.C.Phaltan

फलटण नगरपरिषद, फलटण, जिल्हा सातारा  
दुरध्वनी क्रमांक 02166-222325  
ई-निविदा सूचना सन 2015-2016 (ऑनलाईन)

जा.क्र.फनप/सांबा/ 2015

दिनांक

मुख्याधिकारी, फलटण नगरपरिषद, फलटण, जि. सातारा (दुरध्वनी क्रमांक 02166-222325) सार्वजनिक बांधकाम खात्याकडील खालील नमुद केलेल्या वर्गातील नोंदणीकृत कंत्राटदारांकडून खालील कामांकरीता ब-1 नमुन्यातील निविदा ई-निविदा प्रणालीद्वारे (ऑनलाईन) मागवित आहेत.

अ.क्र.	कामाचे नाव	कामाची अंदाजित किंमत	बयाणा रक्कम	काम पूर्ण करण्याचा कालावधी (महिने)	ई निविदा संचाची किंमत (ना-परतावा) (धनाकर्षाद्वारे)	नोंदणी वर्ग
1	प्रभाग क्र.3 नाना नाईक घर ते अभिजित जानकर घरापर्यंतचा रस्ता खडीकरण व डांबरीकरण करणे.	519867/-	5200/-	6 Months	1500/	VII Claas

टिप :-

- सदर कामाचे डाऊनलोड दिनांक ०५/१०/२०१५ पासून Main Portal- "maharashtra.etenders.in" वर पाहवयास मिळेल.
- सर्व पात्र /इच्छुक निविदाकारांनी निविदापत्रक डाऊनलोड करण्यासाठी व निविदा प्रक्रियेत भाग घेण्यासाठी ई निविदा प्रणालीच्या Main Portal- "maharashtra.etenders.in" वर enrolled करणे आवश्यक आहे.
- निविदाकारांना वर नमुद केलेल्या संकेतस्थळावर ऑनलाईन देकार भरणे संदर्भात व डिजीटल प्रमाणपत्र वितरीत करण्यासंदर्भात काही शंका/अडचणी असल्यास त्यांनी खालील दुरध्वनी क्रमांकावर संपर्क साधावा. Sify Technotigies Ltd. Nextender (India) Pvt. Ltd. On 020- 30187500 (Pune) or E-mail – support.gom@nextenders.com
- निविदाकारांनी निविदा संदर्भात सर्व मुळ दस्तऐवज ऑनलाईन सादर करणे अनिवार्य राहिल. बया ा रक् म व निविदा फॉर्म फी रक् मेचे ऑनलाईन भर ा टेट वे पध्दतीने र चेा आहे.
- इतर अटी व शर्ती ई-निविदा नमुन्यामध्ये पहावयास मिळतील. सदर कामांची एक अथवा सर्व ई-निविदा कोणतेही कारण न देता रद्द करण्याचे अधिकारी सक्षम अधिकारी यांनी राखुन ठेवलेले आहेत.

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No.of Corrections

Chief Officer

M.C.Phaltan

6. निविदा कागदपत्रांच्या साक्षात्कृत प्रती तसेच निविदेसोबत अपलोड केलेल्या कागदपत्रांच्या साक्षात्कृत प्रती दि.23.10.2015 रोजी 15.01 वाजेपर्यंत समक्ष आणून सादर करावयाच्या आहेत.

(वाय. बी. डांगे)  
मुख्याधिकारी

(सौ सारिका विक्रम जाधव)  
नगराध्यक्ष

फलटण नगर परिषद, फलटण, जि .सातारा

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## **Municipal Council, Phaltan.**

**Name: of Work :** Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.

### **Name of Contractor :**

1) Date of Receipt of Tender :

2) No.& date of Work Order :

3) Amount put to Tender :

4) Percentage quoted :

5) Amount of Contract :

6) Date of commencement :

7) Time stipulated for  
completion for work :

8) Date of Completion as per :  
Agreement

10) Actual Date of Completion:

11) Reference to Sanction of: 1.

Extensions of time 2.

**3.Certified that, this original Agreement Contains**

Pages 1 to

Fly Leaves Nose

Drawings Nose

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*Chief Officer*

*M.C.Phaltan*

## DETAILS OF WORK

**Name of Work:** : Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C..

### **Estimated Cost put to tender:**

Estimated Money : 519867/-

The EMD applicable amount shall be paid via Online mode only. In case of EMD Exemption, Valid E.M.D. Exemption Certificate

Initial Security Deposit to be paid shall be 2.5% Rs. 12997/-Time stipulated for completion is 6 Calendar Months, which will include the Monsoon period.

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 & Signature of the Contractor/

Power of Attorney Holder with complete address

*Contractor*

*No. of Corrections*

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## E – TENDER TIME SCHEDULE

**NAME of Work** : Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.

**Estimated Cost put to tender** : 519867/-

Estimated Money : 5200/-

Period of completion work : 6 calendar Months

Class of Contractor : VII class

Cost of Blank Tender From : १५००/-

Sr No	MCO Stage	Vendor Stage	Start		Expiry	
			Date	Time	Date	Time
1	Tender Release		05/10/2015	11.00	5/10/2015	18.00
2	-	Tender Download	05/10/2015	18.01	20/10/2015	17.00
3	-	Bid Preparation	05/10/2015	18.01	20/10/2015	17.00
4	Close for Technical Bid		21/10/2015	10.00	23/10/2015	17.00
5	Close for Price Bid		21/10/2015	10.00	23/10/2015	17.00
6		Bid Submission	23/10/2015	17.01	26/10/2015	18.00
7	Envelope No 1 opening		26/10/2015	10.00	28/10/2015	18.00

Contractor

No.of Corrections

Chief Officer

M.C.Phaltan

8	Envelope No 2 opening		26/10/2015	10.00	28/10/2015	18.00
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**GOVERNMENT OF MAHARASHTRA**

**Municipal Council, Phaltan.**

**INVITATION FOR TENDER**

**DETAILED TENDER NOTICE**

**Name of Work:** Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C..

Online percentage rate tenders in 'B - 1' form are invited by the Chief Officer Municipal Council, Phaltan for the following work from Contractors registered in appropriate class of public Works Department in 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 in Rs	Earnst Money Rs	Initial Security Deposit (With Emd ) 2.5% Rs.	Class of Contractor	Time limit in months
1	<b>Construction of W.B.M. road, BUSG &amp; 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.</b>	519867/-	5200/-	12997/-	VII Class	6 calendar Months including monsoon

**1.1** Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of Urban Development, i.e.

8

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



<https://.maharashtra.etenders.in> after entering the details, payment of Rs. **1500/-** (Rupees **One Thousand 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.

Tender form, conditions of contract, specifications and contract drawing can be downloaded from the e- tendering portal of government of Maharashtra i.e. <http://maharashtra.etenders.in> after entering details payment Rs.1054 /- in the form E Banking, credit card or online.

**TENDERING PROCEDURE :-**

*Contractor*

*No.of Corrections*

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9

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### **BLANK TENDER FORMS :-**

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

### **PER TENDER CONFERENCE :**

Contractor may raise any queries Online or in the Chief Officer Municipal Council, Phaltan 415523, raised any technical points on or before as per E-Tender Time Schedule. Preconference is open to all prospective Tenderers who have downloaded tender form before the data of Pre- tender Conference. Wherein prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions. The prospective tenderers may also post their query option for the tender.

The prospective tenderers are free to ask for any additional information or clarification either in writing concerning the work, and the reply to the same shall be uploaded on the portal <http://maharashtra.etenders.in> and this clarification referred to as common set of conditions/Deviation (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 online by the contractor in pretender conference and not finding place in C.S.D. issued after the per – bid conference, is / are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made there after with the contractor in this regard.

The tender submitted by the tendered shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tender shall be summarily REJECTED.

All tender are cautioned that tenders containing any deviation from the contractual terms and conditions, specification or other requirements and conditional tenders will be treated as non responsive. The tendered should clearly mention in forwarding letter that his offer in Envelope No.2 (Commercial Bid) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

Tenderers should have valid 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'.

The tenderer has 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.

For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

***Landline No:***

***Landline No:***

***Mobile No:***

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'

**Guidelines to Bidders on the operation of Electronic Tendering System.**

**A Pre – requisites to participate in the Tenders processes.:**

**1. Enrolment of Contractors on Electronic Tendering System :**

The Contractors interested in participating in the Tenders participating in the Tenders processed using the Electronic Tendering System shall be required to enroll 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 of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

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

**2. Obtaining a Digital Certificate :**

The Bid Data that is prepared online is required to be encrypted and the hash value of 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 lose his/her Digital

*Contractor*

*No.of Corrections*

*Chief Officer*

11

*M.C.Phaltan*

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 security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power 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 authorize) to use the digital certificate as per Indian Information Technology Act,2000.

Unless the Digital Certificate is reworked, it will be assumed to represent adequate authority of the Authority User to bid on behalf or the Form 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 Authorized User.

The same procedure holds true for the Authorized User in a Private / Public Limited Company. In this case, the Authorization 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 the 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 Chief Officer, Municipal Council, Phaltan, Government of Maharashtra, 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 – tender processes**

### **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 Certificate) as mentioned above, the Contractors advised to either create a single **.pdf** files of all the documents of same type or compress the documents in a single compressed file in **.zip** or **.rare** 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 Municipal Council 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 Municipal Council, Phaltan on the e-Tenders Portal on <http://udd.maharashtra.etenders.in> under the section Recent Online Tender.

Contractor

No.of Corrections

Chief Officer

M.C.Phaltan

#### **4. Download of Tender Documents:**

The 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.

#### **5. 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 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. The templates may be form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

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

#### **Notes:-**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

- a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.
- b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm.
- 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, per – bid / Prequalification and Financial Bidding Processes.

#### **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 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 has lapsed, the Contractors have to make the online payment of Rs1038/- 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

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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 Bid (submitting the Bids online).

#### **7. Shortlisting 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 shortlisted Contractors will be intimated by e-mail.

#### **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 Bid. However, the results of the Financial Bids of all Contractors shall be available on the 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 “Contractors 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 stage may be extended.

#### **Terms and Conditions For Online-Payments**

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of Urban Development 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 Urban Development website i.e. <http://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

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



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.

17

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/offerings.

General Terms and Conditions For E-Payment

- A. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. **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.
- G. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled

17

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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.

**G. 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.

**H. 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:

**A. 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.**

**B. 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

**A. 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.**

**B. 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.**

**C. 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.

**D. 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

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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 :

**A.** Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

**B.** 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.

**C.** 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.

**D.** 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.

**E.** 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;

a. Choose a new password, whenever required for security reasons.

b. Keep his/ her User ID & Password strictly confidential.

c. 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:

**A.** The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

**B.** The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

**C.** The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

**D.** 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 or 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.
- 7.

### **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.

### **3.6.1 ONLINE ENVELOPE NO. 1 : (Documents)**

**The bidder must purchase the bidding documents via online mode by filling the cost of Tender.**

**The First Envelope " Envelope No.1 " shall contain the following documents ( scanned copies of original documents only)**

**3.6.2 I) 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 value of Rs. 5200/-**

**II) Earnest money in the form of cheques or any other form except above will not be accepted.**

### **2.2 Manner of Submission of Tender and its Accompaniments:**

- I. Scanned Copy** of valid original certificate as registered contractor with Public Works Departments, Government of Maharashtra in appropriate class as per NIT. Scanned copy should be attested by Gazetted officer.
- II. Scanned Copy** of Details of other works tendered for and in hand with the value of work unfinished on the last date of submission of tender (In proforma of Statement No. I on Page No. 27. ). The Statement from the Heads of the Officer under whom the works are in progress should be attached.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**III. Scanned Copy** of the list of owned Machinery immediately available with the Tenderers for use on this work and list of machinery proposed to be utilized on

**IV. Scanned copy** of Details of one work similar type and magnitude carried out by the contractor during last three years i. e. **2012-2013, 2013-2014, 2014-2015**

**V. Scanned Copy** of Details of Technical personnel on the rolls of tenderers.

**VI. Scanned Copy** of Certified copy of partnership deed, in case of a non proprietary Firm is tendering for work. (true copy duly attested by a Gazetted Officer).

**VII. Scanned Copy** of valid professional Tax Registration Certificate in the form of PTR and PTE under section (1) of section 5 of Maharashtra State Tax on Profession, Trade callings and Employment Act 1975, Rule 3(2) for employees including technical personnel from the Professional Tax office of the concerned District of Maharashtra with its latest valid clearance certificate up to 31.10.2013 **“No Dues Clearance Certificate”** from competent authority should be submitted.

**VIII. Scanned Copy** of valid registration certificate under Maharashtra value Added Tax Act 2005 under Rule No. 8 & 9 / or TIN number issued by competent authority. This certificate should be valid on the date of tender opening.

**IX. Scanned Copy** of Power Attorney if applicable.

**X. Use of Specialized Machinery:**

For carrying out asphaltting items of the work, use of specialized machinery such as Drum Mix Type Hot mix Plant, Paver finisher, etc. is obligatory, with a view to ascertain, whether these machinery is in is obligatory, with a view to ascertain, whether these machinery is in possession of the contractor and whether he can make available such machinery immediately for use of work, it is necessary for the contractor to submit the details of such machinery in Envelope No. 1 in the format given on page No.28 Statement No.2-A of NIT. In case, during physical verification of the details supplied by the bidder if it is found that the machinery is not meeting with the requirement, his tender in Envelope No. 2 will not be opened in any manner / case.

**XI Scanned Copy** of all these machinery shall be got approved from Assistant Chief Engineer (Mechanical) of any Public Works Region of Maharashtra before submission of tender. The valid certificates to this effect shall be produced in Envelope No.1 In the absence of this certificate, the Envelope No.2 will not be considered for opening.

**XII. Scanned Copy** of certificate issued by the Chief Officer, Municipal Council Phaltan or Sub- Divisional Engineer, P.W. Sub – Division, Phaltan to the effect that the plant to Paver time by the shortest practicable route to the farthest point to the length of road under this contract dose not exceed 40 Kilometers or Performance Security Deposit Pledge in favor of Chief Officer, Municipal Council Phaltan.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

### XIII. QUALIFICATION CRITERIA:

To qualify for award of the contract, each Tenderers in his name should have :-

a) Achieved a minimum average financial turn over (in all classes of civil engineering construction work only ) of - at price level of 2013-2014 during last three years i.e. **2012-2013, 2013-2014, 2014-2015** (information to be given only in proforma of Statement No. V on page NO .33)

b) contractors has completed at least one similar type of work satisfactory in last three years i. e. 2011-2012, 2012-2013, 2013-2014 of same amount. price level and completed during. (It should have been commissioned and completed during last three

***Note:** - Financial turnover and cost of completed works of previous year shall be given linear weight age of 10 % per year on rupee value to bring them at 2013-2014 price level.*

c) Satisfactorily executed in any One Year of last three years i. e. 2011-2012, 2012-2013, 2013-2014 following minimum quantities of work. ( Completion Certificate of such works shall be issued by an officer not below the rank of Executive Engineer / chief Officer Municipal Council.)

d) Each contractor should further demonstrate availability of the following key and critical equipment at Sr. No. from (i) to (x) for this work and which should be owned by the contractor and same shall be actually in his possession at the time of submission of tender.

e) **Availability for this work of a Project Manager with not less than five years experience in construction of similar work & other key personnel with adequate experience as required (information to be submitted in proforma IV on Page No.32)**

**f) Site Engineer having experience of minimum 5 years.**

g) The necessary certificates as mentioned in qualification criteria Sr. No. (a) to (c) and Sr. No. (d) For machinery is required to be obtained from the officer not below the rank of Deputy Engineer /Divisional Accounts Officer. A copy of this certificate duly attested by a gazetted officer along with availability of equipments for this work mentioned in statement No.2 A Page No.28 shall be put in Envelope No.1 only. In absence of these certificates Envelope No.2 (Financial Bid) shall not be opened.

h) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under.

$$\text{Assessed available Bid capacity} = (A \times N \times 2) - B$$

Where

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

A = Maximum value of civil Engineering Works executed in any one year during the last three year.(Updated to 2013 -2014 price level) taking this account the complete as well as work in progress.

N = Number of years prescribed for completion of work for which tenders are invited.

B = Value at 2013 -2014 price level of existing commitments and on going works to be completed during the next 06 Month (period of completion of the works for which tenders are invited)

**Note:-** The statement showing the value of existing commitments and on going as well as the stipulated period completion remaining for

Each of the work listed should be countersigned by the officer not below the rank of an Deputy Engineer / Divisional Account Officer.

**XIV) Scanned Copy** of affidavit in respect of genuineness of documents contained in the Envelope No.1 in the prescribed format.

**XV. All Scanned copies** submitted in connected with the tender shall be attested by a gazetted officer only. Otherwise his/ their tender will not be considered for further action and Envelope No.2 will not be opened.

**XVI.** Numbering should be done for all papers contained in Envelope No.1 and indexed.

**Note:-**

1. Even though the bidder meet the above requirement criteria, they are subject to be disqualified they have made.

\* Misleading or false representation in the forms, statements and attachment submitted in proof of the qualification, requirement; and /or

\* Record of proof performance such as abandoning the works, not properly completing the contract , inordinate delays in completion litigation history or financial failure etc.

## **2.2 ENVELOPE No.2 : TENDER :- ( FINANCIAL BID )**

Refer to Section Schedule of Online tending Procedure at Sr. No. 1. 7.

## **2.3 SUBMISSION OF TENDER :**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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

## **2.4 OPENING OF TENDERS :**

On the date specified in the tender Schedule, following procedure will be adopted for opening of the tender:-

### **2.4.1 ENVELOPE No.1: ( Technical Bid )**

First of all **Envelope No. 1 (Technical Bid)** 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 requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said Tenderers Envelope No.2 (Financial Bid ) will not be considered for further action , but the same will be recorded . The decision of the Tender opening authority in this regard will be final and binding on the contractor.

### **2.4.2 ENVELOPE NO.2 : ( FINANCIAL BID )**

This Envelope shall be open **online** immediately after opening of Envelope No.1 only if contents of Envelope No.1 are found to be acceptable to the Department and /or fulfill the Qualifying Criteria. The tender rates, Percentage above or below the estimated rates quoted shall be sealed and intimated to contractor through e-mail.

## **3. EARNEST MONEY AND SECURITY DEPOSIT:**

a) Earnest money of minimum **Rs. 5200/-** 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.

b) 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.

## **4. SECURITY DEPOSIT**

**4.2.1** The total security deposit to be paid shall be 5 %

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*



The successful Tenderers shall have to pay 2.50 % as a Initial Security Deposit (with 1 % EMD) in the form of cash in favour of **Chief Officer, Municipal Council, Phaltan**, security deposit of 2.5 % will be recoverable through the running / final bills or as may be decided by the Chief Officer , during course of execution of the work looking to the position and circumstances that may prevail , whose orders , will be final and binding on the contractor .

**4.2.2.** The Security Deposit for the due performance of the contract shall be as dedicated in the Tender Documents elsewhere 2.5 % Security Deposit will have to be deposited within fifteen days of the acceptance of the tender and the remaining 2.5 % will be recovered from the running bills, on the cost of work as per C.S.R. prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be 5% of the cost of work.

**5 . Condition for payment of performance security deposit if the offer is received than 15% below.**

In case the tender offers rates lower than 15 % below the estimated cost put to tender, in that case the Tenderers will have to pay additional security deposit fixed by Chief Officer Phaltan Municipal Council along with initial security deposit, for performance of work, to the extent of amount exceeding 15% below offer, in the form of demand draft, interest bearing securities pledged in favor of Chief Officer, Municipal Council , Phaltan. The additional security deposit shall be forfeited to Municipal Council, Phaltan. The additional security deposit shall be refundable after satisfactorily completion of work.

**6.** In the event of failure of the tendered to pay cash Security Deposit within 10 Days (Unless extended in writing by the Chief Officer) from the date of receipt of notice ( Sent by Registered Post ) of acceptance of his tender , the amount of Earnest Money shall be forfeited to Municipal Council , Phaltan and the acceptance of his tender , shall be considered within . Except that in the event of the notice of acceptance of the tender not being issued within 120 days of the date of opening of **Envelop No.2 (Financial Bid)**, the Tenderers shall have the option (to be intimated in writing in good time before the expiry of 120 days period) of withdrawing his Tender, in which case the Earnest Money Deposit should be refunded in full. All the tender shall remain open for acceptance for 120 days from the date fixed for opening of Envelope No (financial Bid) and there after until it is withdrawn by the Tender by notice in writing as per Condition No 2 Of the memorandum On Page No.44 To 45 .

**7.** Earnest Money of the Unsuccessful will be refunded on their application only after an intimation of rejection of their tender it sent to them or on the expiry of the validity period which ever earlier.

**8.** The acceptance of the tender may be intimated to the contractor telegraphically or other wise and either by the officer competent to accept the tender or any authority in the department including Municipal Council And such intimation shall be deemed to be an

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

intimation of acceptance of the tender given by the authority competent to the accept the tender

9. In case there is difference between amount written in figures and words the Lower Offer will be taken as final.

#### **10. INCOME TAX**

The Income tax as per Government Rules deducted from bill amount, whether measured bill, advance payment or secured advance.

#### **11. VAT TAX:-**

Value added Tax as per Government Rules deducted from bill amount, whether measured bill, advance payment or secured advance.

#### **12. INSURANCE:-**

As per the Government Rules deducted from bill amount, whether measured bill, advance payment or secured advance.

#### **13. ROYALTY CHARGES.**

As per instructions issued vide P W D Government of Maharashtra Resolution of Revenue and Forest Department No. Gaunkhanij -10/1009/CR 309/(KH) dated while farming the estimates royalty charges for the items of supply of the materials like rubble, metal, crushed metal soft murum / hard murum sand and soil shall be considered in the rate analysis of respective items @70.68 per cubic meter (Rs.200.00 per brass) or actual and shall be recovered

The contractor has to pay these charges directly to Revenue Department and original chalans, permission document shall be produced to concerned Executive Engineer, if contractor fails to produce these original documents the royalty charges shall be recovered from contractor's bill .

#### **14. BUILDING & OTHER CONSTRUCTION WORKERS WELFARE CESS:**

Building and the other construction work on @ 1% or the rate amended from time to time as intimated by the competent authority of building and other construction workers Welfare Dept. 1996 will be deducted from bill amount whether measured bill, advance payment or secured advance.

15. The tender shall be unconditional, conditional tender shall be summarily rejected.

#### **16. EXAMINATION OF DRAWING AND SITE CONDITION:**

The tender shall in his own interest carefully examine the drawings, conditions of contract and specifications etc. He shall also inspect the site and acquaint himself about the

*Contractor*

*No.of Corrections*

*Chief Officer*

26

*M.C.Phaltan*

climate , physical and all weather conditions prevailing at site , the nature magnitude , special features, practicability of the works .All existing and access to site , availability of housing and other facilities, the availability of labour and materials ,labour camp site, stores godown etc. He shall obtain all necessary information as to the risk, contingencies and other circumstances which may affect and influence the tender. No claims on any of the above or any other factors will be entertained by the Government. Should there be any discrepancy or doubt or obscurity to be observed by him , he shall set forth in writing such discrepancies, doubts , obscurity and submit the same to the Chief Officer , Municipal Council ,Phaltan for elucidation as soon as possible .

#### **17. TIME LIMIT:**

The work to be completed within time limit as specified in the N.I.T. which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.

#### **18. TENDER RATE:**

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

#### **19. TENDER UNITS:**

The Tenderers should particularly note that the unit mentioned in the Schedule “B” on which the rates are based. N O change in the unites shall be allowed. In the case of difference between the rates written in figures and in words the correct rate will be one, which is lower in figures and in words the correct rate will be one , which in lower of the two .

#### **20. TENDER ACCEPTANCE:**

Acceptance of tender will rest with the Chief Officer, Municipal Council, Phaltan who reserve the right to reject any or all tenders without assigning any reasons therefore. The tendered 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 failure on the part of Tenderers to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the officer of the Tenderers shall be considered as within by him.

#### **21. CONDITIONAL TENDER :-**

The tender who do not fulfill 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. 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 characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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 whatever either for the accuracy of data their comprehensiveness.

The quarries for extraction of metal, murum etc. provided in the sanctioned estimated 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 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 site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

## **22. POWER OF ATTORNEY:**

If the Tenderers are a firm or company, they should in their forwarding letter mentioning the names of all the partners together with the name of person who holds the power of attorney authorizing him to conduct all transactions on behalf of the body, along with the tender and scanned copy in Envelope No .1.

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

**24.** No foreign exchange will be released by the Department for the purchase of plant and machinery for the work by the contractor.

**25.** Any dues arising out of contract will be recovered from the contractor as arrears of land revenue if not paid amicable; 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.

## **26. VALIDITY PERIOD:**

The officer 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 the notice in writing duly addressed to the authority. Opening the tender and sent by registered post acknowledge due. (refer to memorandum on page No. 46 to 49 of B-1 form chapter )

**27.** The contractor will have to sign the hard copy of the tender papers and the drawings according to which the work is to be carried out. The contractor shall also have to give a declaration to the effect that , he has fully studied the plans, specification , local condition and availability of labour and materials and that he has quoted his rates with the consideration to all these factors .

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**28.** The right is reserved to revise or amend the contract document prior to the due notified for the receipt of tenders or extended date. Such deviations, amendments or extensions, if any, shall be communicated in the form of corrigendum by letter or / and by notice in News Papers. as may be considered suitable .

**29.** The tenders, which do not fulfill all or any of the condition or incomplete in any respect are liable to summarily rejection.

**30.** Right to reject any or all tenders without assigning reason therefore is reserved. The acceptance of the tender lies with the Chief Officer, Municipal Council, Phaltan.

**31.** The E-Tender Notice shall form part of the tender agreement.

**32. Instruction to Contractor:**

**32.1** In case the Tenderers whose officer is found lowest is requested to negotiate and reduce the officer ,if the contractor does not respond within a period of 10 days the tender accepting authority without issuing any reminder reserves the right to reject such tender.

**32. 2** In case the contractor who is informed of acceptance tender , does not remit the initial Security Deposit within a period of 10 days ,the Earnest Money Deposit without issuing any reminder to take further action according to the tender provision .

**32. 3.** As per Government instruction it is proposed to make payment of Contractors bills through ECS /NEFT System. For this purpose Contractor should open his Bank account in a bank having core banking facility only.

**STATEMENT - I**

**STATEMENT OF LIST OF WORKS IN HAND WORKS TENDER**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**FOR AS LAST DATE OF SUBMISSION OF THIS TENDER.**

**Name of Contractor:** .....

**( i ) WORK IN HAND**

<b>Sr . No .</b>	<b>Name of work</b>	<b>Agreement No.</b>	<b>Tendered Amount</b>	<b>Date of commencement</b>	<b>Stipulated date of completion</b>	<b>Value of work already done</b>	<b>Value of Balance work to be executed in next 06 (six) month</b>	<b>Probable Date of Completion.</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
			<b>SAMPLE FORM</b>						

<b>Sr. No.</b>	<b>Name of work</b>	<b>Name and Address of Client</b>	<b>Tendered Amount</b>	<b>Time Limit</b>	<b>Probable Date When Decision is expected</b>	<b>Other relevant details, if any</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		<b>S A M</b>	<b>P L E</b>	<b>F R O M</b>		

**Note:** 1) This is only a standard from Details are to be furnished in this Format in the form of type written statements which shall be scanned and Enclosed in envelope No. 1 duly signed.

2) The documentary proof of work in hand, work tendered for \_\_\_\_\_ should be submitted with this statement duly attested by Gazetted \_\_\_\_\_ officer

**Signature of Contractor**

**STATEMENT - II**

*Contractor*

*No.of Corrections*

*Chief Officer*

30

*M.C.Phaltan*

**STATEMENT SHOWING THE DETAILS OF OWENED /HIRED MACHINERY  
IMMEDIATELY AVAILABLE WITH TENDERERFOR THIS WORK.**

**Name of Contractor:** \_\_\_\_\_

<b>Sr. No</b>	<b>Name of equipment</b>	<b>No. of units</b>	<b>Kind and make</b>	<b>Capacity</b>	<b>Age and condition</b>	<b>Present location</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
			<b>SAMPLE FORM</b>				

**Note: 1)** This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be Scanned and Enclosed No. 1 duly signed.

**2)** The documentary proof of work in hand, work tendered for should be submitted with this statement duly attested by Gazetted Officer.

**Signature of Contractor**

**STATEMENT NO. 2 (A)**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**A) QUESTIONNAIRE ON MACHINERY :-**

Proforma for information regarding availability / procurement of machinery required for this work.

1	Vibratory roller				
2	Tippers / Truck				
3	Water Tanker				
4	Weigh batch type Concrete Mixer				
6	Ready Mix Concrete Plant With Allied (Stationry Or Mobole Plant)				
Type of Machine	No. of Units	Name of works on Which deployed at present	Location	Output in tones of mix Per day	Quantity In tones of hot mix balance for execution works in hands

**The contractor must own aforesaid machinery and be actually in his possession must time of submission of tender. And for ownership of bouzer contractor must enclose scanned copy of R. T. O.'s R. C. Book showing bouzer's registration and other details in Envelope no.1. The contractor shall include ownership document for other machinery's.**

The proposed location of ready mix Concrete plant which the contractor intends to shift for this work in not presently located within Near By side Then the contractor will have to pay Performance security in Envelope No .1 for Mobilisation of plant an amount of **Rs. 3.00 Lakhs.**

The performance security of Scheduled Bank situated in the State of Maharashtra having validity of 120 days , pledged in favors of **Chief Officer, Municipal Council, Phaltan.** The Contractor shall also submit a sketch showing existing location or the proposed location of plant in Envelope No. 1, failing which the Envelope No. 2, shall not be opened. The successful contractor shall shift his not mix plant as per the sketch within 120 days from the date of work order, failing to which the performance security for Mobilization of plant shall be forfeited to Municipal Council. Apart from the forfeiture of performance security the necessary actions under the relevant clauses of the contract shall also be taken.

**Signature of the Bidder**

**STATEMENT \_ III**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



**DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT  
BY CONTRACTOR DURING LAST THREE YEAR 2010-2011, 2011-2012  
And 2012 - 2013.**

Name of Contractor: -----

S r. N o.	Na me of wo rk	Name and address of the organiz ation For whom the work was done	Place and count ry	Agr e eme nt No. and date	Date of commen cement	Ten der ed cost	Total Cost of work done	Actual date of comple tion	Remarks(prin cipal features in brief.)
1	2	3	4	5	6	7	8	9	10
				SAMPLE FORM					

**Note:** This is only a standard form; details are to be furnished in this format in the form of type written statements which shall be Scanned and Enclosed in Envelope No. 1 duly signed. The documentary proof of similar type and magnitude should be submitted with statement.

**STATEMENT - IV  
STATEMENT SHOWING THE DETAILS OF TECHNICAL PERSONNEL**

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

**AVAILABLE WITH CONTRACTOR WHICH CAN BE SPARED  
EXCLUSIVELY FOR THIS WORK**

**Name of Contractor :** -----

<b>Sr . No .</b>	<b>Name of Perso n</b>	<b>Designatio n</b>	<b>Qualificatio n</b>	<b>Whethe r Workin g in field or in office</b>	<b>Profession al Experience of execution of similar works</b>	<b>Period for which the person is working with the Tenderer s.</b>	<b>Remark s</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
			<b>SAMPLE FORM</b>				

**Note:** This is only a standard form. Details are to be furnished in this format in the form of type written statement which shall be Scanned and Enclosed in Envelope No. 1 duly signed. The documentary proof of his Technical person should be submitted with this statement.

**Signature of Contractor.**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**STATEMENT NO. V**  
**STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL**  
**ENGINEERING CONSTRUCTION WORKS**  
**DURING LAST THREE YEARS**

**Nam of Contractor: - =====**

Sr. No.	Name of work	Amount put to tender/tendered cost.	Agreement No.	Date of commencement				Amount of work still remaining to be executed	Remarks
1	2	3	4	5	6	7	8	9	10
			SAMPLE FORM						

**Out ward No. and date of certificate issuing authority:**

**Note:** This is only a standard form. Details are to be furnished in this form in the form of type written statement, which shall be scanned and copy enclosed in envelope No. 1 duly signed. The documentary proof of work done with whom contractor executed should be submitted with this statement.

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

**STATEMENT NO. VI**  
**STATEMENT SHOWING QUANTITIES OF**  
**WORK EXECUTED ANY ONE YEAR**  
**DURING LAST THREE YEARS**

**Name of the Contractor:** -----

<b>Name of work &amp; agreement No.</b>	<b>Year</b>			<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	<b>2012-13</b>			
	<b>2013-14</b>			
	<b>2014 - 15</b>			

**Out ward No. and date of certificate issuing authority:**

**Note:** This is only a standard form. Details are to be furnished in this format in the form of type written statements. Which shall be scanned and copy enclosed in envelope No. 1 duly signed. the documentary of Quantity executed with whom work executed should be submitted with this statement.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**(T0 be included in Envelope No.1)**  
**Statement showing details of Drum Mix Plant**  
**Required for this work**

**Details of Hot Mix plant available with Tenderers for this work.**

**01. Drum Mix Plant Capacity - 40 to 60 Metric Tone / hr.**

<b>a)</b>	Name of Manufacture	
<b>b)</b>	Date of purchase	
<b>c)</b>	Present Location	
<b>d)</b>	Name of work on which deployed	
<b>e)</b>	Name and Address of Engineer in Charge	
<b>f)</b>	Anticipation of work of completion of work On which deployed.	

**Statement showing details of Paver Finisher required for this work**

**02. Paver Finisher**

<b>a)</b>	Name of Manufacture	
<b>b)</b>	Date of purchase	
<b>c)</b>	Present Location	
<b>d)</b>	Name of work on which deployed	
<b>e)</b>	Name and Address of Engineer in Charge	
<b>f)</b>	Anticipation of work of completion of work On which deployed.	

**Statement showing details of Static / Vibratory Roller available with the**  
**Tender required for this work**

**03. Static / Vibratory roller conforming to MORTH Specification**

<b>a)</b>	<b>Name of Manufacture</b>	
<b>b)</b>	<b>Date of purchase</b>	
<b>c)</b>	<b>Present Location</b>	
<b>d)</b>	<b>Name of work on which deployed</b>	
<b>e)</b>	<b>Name and Address of Engineer in Charge</b>	
<b>f)</b>	<b>Anticipation of work of completion of work On which deployed.</b>	

**Technical Details**

**01 . Static Weight**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

( On Stamp Paper worth Rupees 100/-)

## सत्यप्रतिज्ञा ले १ ( Affidavit)

मी ----- वय ----- वर्षे राहणार -----

-----या सत्यप्रतिज्ञा लेखा व्दारे लिहुन देतो की  
मी-----

----- या कामासाठी निविदा

सादर केली आहे. हया निवेदेच्या मध्ये जी कागदपत्रे सादर केली आहेत. हया मध्ये कोणत्याही त्रुटी, चुका नाहीत. असे शपथपूर्वक मान्नु करीत आहे. हया कागदपत्रांमध्ये काही चुकीची दिशाभूल करणारी, खोटी तसेच अपुर्ण माहिती आढळलेस मी कायदेशिर कार्यवाहीस पात्र आहे व राहिन.

कंत्राटदाराची सही

Contractor

No.of Corrections

Chief Officer

38

M.C.Phaltan

## FORM - B - 1

### PERCENTAGE RATE TENDER AND CONTRACT FOR WORK

DEPARTMENT: - **Municipal council, Phaltan.**

**Name of work :** Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.

#### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender **Online e-Tendering** System also pasted on a board hung up in the office of the Chief Officer, and signed by the **Chief Officer, Municipal Council, Phaltan.** 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 the security deposit To be deducted from bills, It will also state whether a refund of a quarry fees, royalties, and ground rents will be granted. Copies of the specifications, designs and drawings estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Chief Officer for the purpose of identification and shall also be open for inspection by contractors at the office of the Chief Officer, during office hours.

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

(ii) In the event of his tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General conditions of contract.

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

(iii) If, after submitting the tender, the contractor withdraws his offer, or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government, hereunder, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

(iv) In the event of his 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 his passing receipt therefore.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipts 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) or at appropriate Place while quoting rate though E-tendering, he is willing to undertake the work. Only one rate or such percentage on all the estimated rates/ Schedule rates shall be named. Tenders who propose any alteration in the work 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 to rejection. No printed forms of tender shall include a tender for more works, than one work, but if contractors wish to tender for two or more works, they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

5. The **Tender Opening Committee or Chief Officer, Municipal Council, Phaltan** or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives, who may be present the time and he will enter the amount 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 specification and other documents mentioned in Rule 1. In the event of

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*



tender being rejected , the Chief Officer shall authorize the Bank concerned to refund the amount of earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.

**6.** The competent officer has the right to rejecting all or any of the tenders without assigning any reason.

**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 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 Department and their rates shall be filled in and completed by the office of the Chief Officer before the tender form is issued. If a form issued to an intending Tenderers has not been so filled in and completed he shall request the said office to have this done before he completed and delivers this tender.

**9.** All work shall be measured net by standard measure and according to the rules and customs adopted by the Public Work Department and without reference local custom.

**10.** Under no circumstance shall any contractor be entitled to clime enhanced rates for any items in this contract.

**11.** Every registered contractor should produce along with his tender certificate of Registration as approved contractor in the appropriate class and renewal of such registration with date of expiry. (Copies to be attested by Gazetted Officer)

**12.** All corrections and additions or pasted slips should be initialed.

**13.** The measurements of work will be taken according to the usual methods in use in the public works Department and no proposals to adopt alternative method will be accepted. The Executive Engineer's decision as to what is "the usual method in use in the Public Works Department" will be final.

**14.** 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

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

to be executed in each case on the date of submitting the tender. (With certificate form the head of the office concerned).

**15.** Every Tenderer shall furnish along with the tender, information regarding the Income tax circle or ward of the district in which he is assessed to income tax the reference to the number of the assessment year.

**16.** 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.

**17.** The contractor will have to construct shed for storing controlled and valuable materials brought by him at work site at contractor's cost. The material will be taken for use in the presence of the departmental person. No material will be allowed to be removed from the site of work.

**18.** The contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form Statement No. II and 2 (A) on page No.28 and 28.

**19.** Successful Tenderers will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970 before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.

**20.** 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 breach of contract and the 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 Act.

## **TENDER FOR WORKS**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

I/ We here by tender for the execution, for The Government of Maharashtra  
(herein before and hereinafter referred to as “**Government**”) of

The work specified in the under written

**In figures as** memorandum within the time specified such

**Well as in** memorandum at \*the rate quoted by me at

**Words** specified place provided on-line in Envelope No.2

(E-2) 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 – I Hereof and in Clause 13 of the annexed Condition 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**’ here to.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## MEMORANDUM

### 1. General Description

Name of work: Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.

(a) If several sub-works are included  
they should be detailed in a separate list.

(b) Estimated cost : 519867/-

(b) Estimated cost Rs. 519867/-

(c) The amount of earnest money to be deposited shall be in accordance with the provision of para 206 & 207 of M.P.W. manual

(c) Estimated cost Rs. 519867/-

(d) This deposit shall be in accordance with para 213 & 214 of M.P.W. Manual

(d) Security Deposit :

i) Cash (1.5 % ) Rs.7798/-

ii) To be deducted from current

Bill (2.5%) Rs. 12997/-

Total

(e) This percentage where no security deposit is taken will vary from 5% to 10 % according to the case where Security Deposit

(e) Percentage, if any to be deducted From bills so as to make up be deducted from bills so as to make up

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

is taken. See Note to Clause 1 of Conditions of the Conditions of the Contract.

the total amount required as Security Deposit by the time, half the work, measured by the cost in done;-  
Ten Percent

f) Give schedule where necessary showing dates by which the various items are to be completed.

f) Time allowed for the work from the Date of written order to commence.

**6 Calendar Months including Monsoon Season.**

2. I /We agree that this offer shall remain open for acceptance for a Minimum period of 120 days from the date fixed for opening the “same” means Envelope No. 2 and thereafter until it is withdrawn by me /us by notice in writing duly addressed to the authority opening the tenders and sent by Registered Post A.D. or otherwise delivered at the office of such authority, Term Deposit Receipt /Receipt Number \_\_\_\_\_ and date\_\_\_\_\_ drawn on \_\_\_\_\_ (name of the Bank) in respect of sum of

Rs. \_\_\_\_\_ /- representing the earnest money is herewith forwarded.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the municipal Council should I /We fail to (i) abide by the stipulation to keep the officer open for the period mentioned above or ii) sign and complete the contract document as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in 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.

3. Should this tender be accepted I /We hereby agree to abide by fulfill 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 Municipal Council the sums of money mentioned in the said condition.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

Term Deposit Receipt /Receipt No.\_\_\_\_\_ dated\_\_\_\_\_ drawn from  
the \_\_\_\_\_(name of Bank) in respect of the sum of  
Rs.\_\_\_\_\_ (Rupees in  
words\_\_\_\_\_ ) in here with forwarded representing the  
earnest money (a) the full value of which is be absolutely forfeited to Municipal Council  
should in the above memorandum, in accordance clause 1(A)of the said conditions,  
otherwise the said sum of Rs.\_\_\_\_\_ shall be refunded .(strike out  
(a)if no cash security deposit is to be taken.)

Contractor..... (Signature of contractor)  
Address ..... Before submission of tender.

.....

Date the day of 2015

(Witness).....

Address..... (Signature of witnessed)

(Occupation):-..... to contractor's signature.

“The above tender is hereby accepted by me for  
And on behalf of the Government of Maharashtra.”

.....  
.....  
.....

Signature of the Officer Chief Officer president  
By whom accepted. Municipal Council,  
Phaltan  
Date: Day of 2015.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## CONDITIONS OF CONTRACT

### Clause 1 -

Security The person /persons whose tender may be accepted (Hereinafter Deposit called the contractor , which expression shall unless excluded by

Or repugnant to the context. Include his, heirs , executors, administrators, and the assigns) shall (A) within 15 days (which may be extended by the Chief Officer /General Body, Municipal Council concerned up to 30 days /60 days if the Chief Officer /General Body, Municipal Council respectively. Thinks fit to do so the receipt by him of the notification of the acceptance of his tender deposit with the Chief Officer in cash or in Term Deposit receipt drawn from any scheduled bank or endorsed to the Chief Officer Municipal Council , Phaltan of sum sufficient which will make up the full security deposit specified in the tender or (B) (permit Municipal Council at the time of making any payment to him work done under the contract to deduct such as will amount to Ten Percent of all moneys so payable such deduction to be held by Municipal Council 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 (A) above, then and in such case, if the sum so deposited, shall not amount of Ten percent by deducting a 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 the Municipal Council under the term 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 Municipal Council 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 fifteen days thereafter ,makes good in cash receipt or Term Deposit Receipt endorsed

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

as aforesaid any sum or sums which may have been deducted from or raised by sale his security deposit or any part thereof. The security deposit referred to, when paid , at the cost of the depositor , be converted into the interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security to be paid in a lumpsum 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 the recovery of the amounts. The amounts 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 the security deposit retained by the municipal Council shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over as per clause 20 of this agreement. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order , then, subject to provisions of clauses 17 and 20 here of the amount of Security Deposit retained by Municipal Council shall be adjusted towards the excess cost incurred by the department on rectification work.

(Note:- this will be the same percentage as that in the Tender at (E))

## **Clause 2**

The time allowed for carrying out the work as entered  
For delay in the tender shall be security observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with ,with all

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



due diligence and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Chief Officer(whose decision in writing shall be final)may decide ,of the amount of the estimated cost of the whole works shown by the Tenderers for every day that the work remains uncompleted, or unfinished after the proper 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.

The contractor should complete the work per phase period given below:-

25% of the work in	¼ of the time
50% of the work in	½ of the time
75% of the work in	¾ of the time

Full work will be completed failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Chief Officer, Municipal Council , Phaltan (whose decision in writing shall be final ) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

**Action**  
**when Whole**  
**of Security**

**Clause 3 :-**

In any case in which under this clause or any clauses of this contractor shall have rendered himself liable to pay

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

***Deposit is  
forfeited***

compensation amounting to the whole Security deposit whether paid in one sum or deducted by installment or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Chief Officer, on behalf of the Municipal Council, Phaltan shall have power to adopt any of the following course, 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 Chief Officer shall be conclusive evidence ) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Municipal Council, Phaltan.
- (b) To carry out of work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work 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 the Chief Officer as the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall departmentally shall be final and conclusive against the contractor.
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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 done or executed by the new contract agency will be debited to the contractor and the value of the work done executed through the new contractor in all respects and in the same manner and at the same rates as if had been carried out by the contractor under the terms of his contract. The certificate of the Chief Officer 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 conclusive against the contractor. In case the contract shall be rescinded under clauses (a) above the contractor shall not be entitled to recover or be paid, any sum for any work.

There for actually by him under this contract unless and until the Chief Officer shall have certified in writing the performance of the such work and the amount payable to him respect there of and he shall only be entitled to paid the amount so certified. In the event either of the courses referred to in the clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors the amount excess value shall be deducted from only money due to the contractor, by Municipal Council under the contract or otherwise how so ever or from his security deposit or the sale proceeds there of provided, however that contractor shall have no claim against Municipal Council 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 clause (a),(b) or (c) is adopted by the Chief Officer, 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

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

any advance 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 Chief Officer 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 day's notice in writing. The contractor will claim for compensation, for any loss sustained by him owing to such action.

**Contractor remains liable to pay**

**Clause 5**

In any case in which any of the powers conferred upon the Chief Officer by clause 3 and 4 here of shall have become exercisable and the same shall not have been exercised the non – exercise there of shall not constitute waiver of any of the conditions here of and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses 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 Chief Officer taking action under sub- clause (a) or (c) of clauses 3, he may if he so desires, take possession of all any tools and plant, materials and stores in or upon the work of side 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 Chief Officer whose certificate thereof shall be final. In the alternative the Chief Officer may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plant, materials, or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Chief Officer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificates of the Chief Officer as to

**Compensation if action not taken under clauses 3 & 4**

**Power to take possession of or require removal of or sell contractors plant.**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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.

***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 ground he shall apply in writing to the Chief Officer before the expiration of the period stipulated in tender or before the expiration of 30 days from the date on which he was hindered as aforesaid of on which the cause for asking for extension occurred, whichever is earlier and the Chief Officer, may with prior approval of the Authority competent to accept the Tender if in his opinion, there are reasonable grounds for grant an extension, grant such extension as he thinks necessary or proper. The decision of the Chief Officer in this matter shall be final.

***Final Certificates***    **Clause 7 :-**

On the Completion of the work contractor shall be furnished with a certificate by the Chief Officer ( Hereinafter called the Engineer – In – Charge ) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work; nor until the work shall have been measurement by the Engineer – in – charge or where the measurement have been taken by his subordinates until they received approval of the Engineer – in – charge, the said measurement 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 cleaning of dirt on or before the date fixed for the completion of the work Engineer – in – charge may at the expense of the contractor, remove such scaffolding , and surplus materials and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so scaffolding or surplus materials as aforesaid except for any sum

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

***Payment of intermediate certificate to regarded as advances.***

actually realized 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 the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill thereof be entitled to receive payment proportionate to the part of the work than approved and passed by Engineer – in – charge whose certificates of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for works actually done and completed and shall not preclude the Engineer – in – charge from requiring any bad, unsound imperfect or unskillful work to be removed taken away and reconstruction or re-erected nor shall any such payment be considered as an admission of 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 certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

***Payment at reduced rates on account of item work not accepted as completed to at the discretion of the Engineer -In –Charge***

**Clause 9 :-**

The rates for several items of work estimated to cost more than 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specification. In cases where the item 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.

***Bill to be submitted monthly***

**Clause 10 :-**

A bill shall be submitted by the contractor cash month on or before the date fixed by the Engineer – in – charge for all work executed in the previous month, and the Engineer – in – charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and claim, so far as it is admissible, shall be adjusted, if possible,

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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 counter signature to the measurement list shall be sufficient warrant and Engineer – in – charge may prepare a bill from such list which shall be binding on the contractor in all respects.

***Bill to be on the printed form***

**Clause :-11**

The contractor shall bill 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 pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

***Stores supplied by Department***

**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 store of the Municipal Council store or if it is required that the contractor shall use certain stores or 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 be used by him for the purpose of the contract only, and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due , or there after to become due to the contractor under the contract, or otherwise, or from the security deposit or the proceeds of sale thereof if the security is held in Government Securities the same or a sufficient portion thereof shall in that case be sold for all purpose. All materials supplied to the contractor shall remain the absolute property of Municipal Council and shall on no account be removed from the site of the work, and shall at all time be open for inspection by 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 Municipal Council 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

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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 in or damage to any such materials.

***Work to 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 workmanlike manner, and both as regards materials and every other respect in strict accordance with specification. The contractor 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=00 per set of Contract Drawing and Rs.150=00 per working drawing except where otherwise specified.

***Alteration in  
specifications and  
designs not to in  
validate  
contracts..***

**Clause 14:-**

The Engineer – in – charge shall have power to make any alteration 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 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 rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer –in-charge and the contractor whichever are lower.

***Rates for works  
not entered or  
schedule of rates  
of the  
district...ssss***

If the additional or altered work for which no rate is entered in the schedule or Rates of Division is ordered to be carried out before the rates are agreed upon them. 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

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



class 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 carry out in such manner as he may consider advisable provided always that if the contractor shall commence work incur any expenditure in regard thereto before the rates shall have been determined as lastly herein 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 rate 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 Collector 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.

***Extension of time in consequence of addition or alterations.***

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

***No Claim to any Payment or Compensation for alteration in or restriction of work.***

**Clause 15 :-**

- (1) If at any time after the execution of the contract document the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which the Municipal Council 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 danger or injure to the work already done or endanger the safety thereof provided that the decision of the Engineer-in-Charge as to the stage at which the work or any part of it could have been safely stopped or suspended shall be final and conclusive against

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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 90days 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 10days, prior notice in writing to the Engineer ,within 30days of expiry of the said period of 90days, of such intention and requiring the Engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract on receipt of such notice the Engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period 90 days from the receipt of such notice in respect of the work already done by the contractor such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.
- (3) Where the Engineer requires the contractor to suspended 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 the account of his having , had to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the 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.
- (4) In the event of - (i) Any total stoppage of work on notice from Engineer under Sub clause (1)in that behalf.

(ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clauses (2) on account of continued suspension of work for a period exceeding 90 days. Or

(iii) Curtailment in the quantity of item or items originally tendered on account of any ,alteration, omission or substitution in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% percent at the rates for the item specified in the tender is more than Rs. 5000/-

It shall be open to the contractor within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on amount of the continued suspension of work or (iii) notice under clause 14 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage , suspension or curtailment and require the Municipal Council 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 ion the accepted tender and are of quality and specifications approved by the Engineer.

***No claim to compensation on account of loss due to delay in supply of materials by Department***

**Clause 15 (A)**

The contractor shall not be entitled to claim any compensation from Municipal Council for the loss suffered by him on account of delay by Municipal Council 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, Municipal Council shall grant such extension of time for the Completion of the work as shall appear to the Chief Officer to be reasonable in accordance with the circumstances of the case. The decision of the Chief Officer as to the extension of time shall be accepted

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

as final by the contractor.

***Time limit for  
unforeseen claim***

**Clause 16 :**

Under no circumstances whatsoever shall the contractor be entitled to any compensation from Municipal Council on an account unless the contractor shall have submitted a claim in writing to the Engineer – in – charge within one month of the cause of such claim occurring.

***Action and  
compensation  
payable in case of  
bad work.***

**Clause 17 :**

If 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 unskillful workmanship or materials of inferior quality, or that any materials or articles provided by him of the execution of the work are unsound or of a quality inferior to that contractor for, or are otherwise not in accordance with 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 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 and cost, and in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1 % on amount of the estimate for every day not exceeding 10 days during which the failure so continues 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 not a risk and expense in all respects of the contracts. 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 description to accept the same at such reduced rates as he may fix therefore.

***Works to be open  
to inspection***

**Clause 18 :**

All work under or in course of 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,

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

***Contractor or  
responsible agent  
to be present***

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 subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly authorized 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.

***Notice to be given  
before work is  
covered up.....***

**Clause 19 :**

The contractor shall given 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 dimensions thereof taken before the same is so covered up or place beyond the reach of measurements 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.

***Contractor liable  
for damage done  
and for  
imperfection***

**Clause 20 :**

If during the period of **36 ( Thirty six ) Months** from the date of completion as certified by Engineer in charge pursuant to clause No 7 or contract or 42 (Forty two) months after commissioning the work, whichever is earlier in the opinion of the Chief Officer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Chief Officer, 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 there in including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed thereof in the said notice and / or to complete the same as aforesaid as required by the said of the notice, the Chief Officer 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

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

on demand pay to the Municipal Council the amount of such costs, charges and expenses sustained or incurred by the Municipal Council of which the certificates of the Chief Officer, shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and on the event of the contractor failing or neglecting to pay of the same in demand as aforesaid without prejudice to any other rights and remedies from the contractor as arrears of land revenue. The Municipal Council shall also be entitle to deduct the same from any amount which may then be payable or which may thereafter become by the Municipal Council to the contractor either in respect of the said work or any other work whatsoever or from the amount of the Security Deposit retained by Municipal Council .

***Contractor to  
supply plant  
ladders  
scaffolding etc.***

**Clause 21 :**

The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with contract, be supplied from the Municipal Council cordage, tackle, scaffolding and temporary works which may required for the proper execution of the work, whether, in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the 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 thereof 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 measurements or examination at any time of 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 the any money due to the contractor under the contract or from his security deposit or the proceed of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of de fence 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 consent of the contractor be

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

paid for compromising any claim by any such person and is liable for damages arising from non provision of light, fencing etc.

**Clause 21 A :-**

The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections therewith :-

- (a) Suitable scaffold be provided for workmen for all works that can not 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) Scaffolds shall not be over loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.
- (g) 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 he rein specified.
- (i) Working platform, gangways stairways shall :-
  - (i) be so constructed that no part thereof con can sag unduly or 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 height exceeding 3 meters ( to be specified )
  - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
  - (ii) Every working platform and gangway shall have adequate width and
  - (iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall except for the time and to do extent required to allow the excess of person or transport or shifting of materials be provided with suitable means to prevent the fall persons or materials.
- (l) When person are employed on roof where there is a danger of falling from a height exceeding 3 meters suitable precaution shall be taken to prevent the fall of person materials.
- (m) Suitable precaution shall be taken to prevent persons being struck by articles which might fall from scaffold or other working place.
- (n) Safe means of access shall be provided to all working platform and other working places.
- (o) The contractor(s) will have to make payments to Labourares 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 machine and tackle, including their attachment, anchorages and support shall :-
  - (i) be of good mechanical construction, sound material & adequate strength & free from patent defect
  - and**
  - (ii) be kept in good repair and in good working order.
- (b) Every rope used in hoisting and lowering



materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

- (c) Hoisting machine and tackle shall be examined and adequately tested after erection on the Site and before use and be re – examined in position at intervals to be prescribed by the Government.
- (d) Every chain, ring, hooks, 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 21 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block, used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
- (h) Every Hoisting machine and all gear referred to in the proceeding regulation shall be plainly marked with the safe working load.
- (i) In the case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation (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 part or hoisting appliances shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of

a suspended load becoming accidentally displaced.

***Measure for prevention of fire***

**Clause 22 :-**

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Chief Officer. 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 the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labor employed by him.

**Clause 23 :-**

***Liability of contractor for any damage done in or out side area***

Compensation for all damages done, intentionally or unintentionally by contractor's labors whether in or beyond the limits of Municipal Council property including nay damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in -charge or such other officer as he may appoint and the estimate of the Engineer-in -charge subject to the decision of the Collector on appeal shall be final and contractor shall be bound to the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages 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 Municipal Council to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action **or** other legal proceeding that may be brought by any persons for injury 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 labourers on work in the neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labourers from nearest employment exchange.

***work on Sanday***

**Clause 25 :-**

No work shall be done on a Sanday without the sanction in writing of the Engineer – in – charge.

***Work not to be sublet***

**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 so to

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

***Contract may be rescind and Security deposited forfeited for subletting it without approval or for bribing a Public officer or if Contractor becomes insolvent***

do, to become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any compensation 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 Municipal Council 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 Municipal Council and the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

**Clause 27 :-**

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

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 Municipal Council without reference to the actual loss or damage sustained, and whether any damage or has sustained, and whether any damage or has not been sustained.

***Changes 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 the control of the Chief Officer***

**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 Chief Officer, Municipal Council, Phaltan for the time being, who shall be entitled to direct as what manner they are to be commenced, and from time to time carried on.

***Direction and control of Collector***

**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 force, the decision of the Collector of the District for the time being shall be final, conclusive, and

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim right matter, or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders, or other conditions, 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 Collector of the District as aforesaid appeal against it to the Commissioner concerned with the contract, Work or Project provided that :-

(a) The accepted Value of the Contract exceeds Rs.10.00 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 Commissioner as aforesaid, the contractor may, within thirty days of receipt by him of any such order , appeal against it to the concerned Security, Urban Development, Mantralaya, who if convenience that prima facie the contractor's claim rejected by Collector / Commissioner 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 decisions.

**Clause 31 :-**

The contractor shall obtain from the Municipal Council Stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required there for or 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 as the rates shown in the schedule, in Form A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever

*Stores of  
European or  
American  
manufacture to be  
obtained from  
Department*

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

***Lump sums in estimates***

**Clause 32**

When the estimate on which a tender is made includes lump sum in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or are payable under this contract for each item, or if the part of 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 provision of this clause.

***Action where no specifications***

**Clause 33 –**

In the case of any class of work for which there is no such specifications, as is mentioned in rule 1 such work shall be carried out in accordance with the Divisional specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer – in – charge.

***Definition of work***

**Clause 34 :**

The expression “work” or “work” where used in these conditions shall unless there is something in the subject or context repugnant to such construction, be construed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

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

**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.

***Quarry fees and royalties.***

**Cause 36 :-**

All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any, should be paid by the contractor, directly to revenue department failing of which the amount of royalty charges shall be deducted through bills and no claims shall be entertained on this ground.

***Compensation under the workmen's compensation act.***

**Clause 37 :-**

The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923) & hereinafter called the said Act) for injuries caused to the workmen. If such compensation is

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

payable/paid by Municipal Council as principle under Sub-section (1) of section 12 of the said Act on behalf of the contractor, if shall be recoverable by Municipal Council 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 Municipal Council the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Municipal Council from any amount due or that may become due to the contractor.

**Clause 37 B :-**

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

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

(b) When work is carried on in proximity to any place where there is 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.

**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 under the said Act and the said rules and on his failure or neglect to do so, he shall be subject to all the liabilities and penalties provided by the said Act and said Rules.”

***Claim for  
quantity of work  
entered in the  
tender or estimate***

**Clause 38 – (1):-**

Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specification prescribing a different percentage of permissible variation, the quantity of the item does not exceed the tender quantity by

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

more than 25 % and so long as the value of the excess quantity beyond this limit, at the rate of the item specified in the tender, is not more than Rs. 5000/-

(2) 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 (1) hereof on the same conditions as and in accordance with 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 rate prevailing in the market, the said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender, based upon the schedule of rates applicable to the year in which the tenders were invited. (For the purpose of operation of this clause, this cost shall be taken as arrived

(3) Claim arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs. 5000/-

***Employment of  
famine labour etc***

**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.

***Claim for  
compensation for  
delay in starting  
the work***

**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 case of clearance of work on account of any delay in according sanction to estimates.

***Claim for  
compensation for  
delay in executing  
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, subsoil; water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

***Entering upon the  
commencing any  
portion of work***

**Clause 42 :-**

The contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer – in – charge or of his sub-ordinate

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**Minimum age of  
Persons  
employee, the  
employment of  
donkeys and/ or  
other animals and  
payment of fair  
wages**

in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements or payment of work.

**Clause 43 :-**

(i) No contractor shall employ and person who is under the age of 18 years.

(ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least 7.5 centimeter ( three inches) wide and should be of tape (Newer)

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

(iv) The Engineer – in – charge of his Agent is authorized to remove from the work any person or animal found working which dose not satisfy these conditions and no responsibility shall be accepted by Municipal Council 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 Chief Officer who shall decide the same. The decision of the Chief Officer 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 Municipal Council 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) Contractor to take precaution against accidents which takes place on account of labour using loose garments while working near machinery.

**Method of  
Payment**

**Clause 44 :-**

Payment to contractor shall be made by Cheque drawn on any Scheduled Bank 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  
the work**

**Clause 45:-**

Any contractor who dose not accept these conditions shall not be allowed to tender for works.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



***Employment of  
Scarcity labours***

**Clause 46 :-**

If Government declares state of scarcity or famine to exit in any village situated within 16 kms. of the work, the contractor shall

**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 some class and description , the controlled price or price permissible under Hoarding and Profiteering Preservation Ordinance, 1943 as amended from time to time if the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Preservation 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 Preservation 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 and cesses and are also inclusive of the taxes livable in respect of works 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.

**Clause 48:-**

The rates to be quoted by the contractor must be inclusive of all taxes. No extra payment on this account will be made to the contractor.

**Clause 49 :-**

In case of materials that remain surplus with the contractor from those issued for the work contractor for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of VAT tax and will be recovered on such sale.

**Clause 49 (A) –**

Contractor should note that the recovery at panel rate twice the issue rates will be effected, if the contractor does not return surplus material. VAT tax and General tax will be recovered from them.

**Clause 50 :-**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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 followed under Maharashtra Government Employment and self-employment Department Scheme. Provided, however, that if the required unskilled labours from that district 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 Chief Officer- in –charge of the said work, obtain the rest of the requirement of unskilled labour from out side 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 contractor is located. The contractor shall comply with the provisions of the apprentices Act – 1961 and the rules and orders issued from time to time if he fails to do so his failures will be a breach of the contract and the Collector may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of act. The contractor shall pay the labourers skilled and unskilled according to wages prescribed by Minimum Wages Act applicable to the area in which they lie.

**Clause 52 :-**

All amounts whatsoever which the contractor is liable to pay to the Municipal Council in connection with the execution of the work including the amount payable in respect Of :-

- (i) Materials and stores supplied/ issued hereunder by the Municipal Council given to the contractor
- (ii) Hire charges in respect of heavy plant, machinery and equipment given on hire by the Municipal Council to the contractor for execution by him of the work and/ or on which advances have been given by the Municipal Council to the contractor shall be deemed to be arrears of the Land Revenue and the Municipal Council may without prejudice to any other rights and remedies of the Municipal Council recover the same from the contractor as arrears of land revenue.

**Clause 53 :-**

The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition)

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

Act, 1970 (37/1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant status 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 Municipal Council 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 Municipal Council to such workers shall be deemed to be an arrear of Land Revenue and the Municipal Council shall be entitled to recover the same as such from the amount payable by the Municipal Council to the contractor hereunder or from any other amount/s payable to him by the Municipal Council.

**Clause 54 :-**

The contractor shall engage apprentice such as brick layers, carpenters, wiremen, plumber as well as black –smith as recommended by the State Apprenticeship Advisor, Director of Technical Education, Dhobi Talao, Mumbai – 1 on the contraction work.

**Clause 55 :-**

A) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filarial) of Health Services, Pune.

B) Contractor shall see that mosquitogenic conditions are not created so as to keep vector populations to the minimum level.

C) Contractor shall carry out anti-malaria measures in the area as per guideline prescribed under National Malaria Eradication Programme and as directed by the Joint Director ( M. and F ) of Health Services, Pune.

D) In case of default in carrying out prescribed anti malaria measures resulting in increasing in malaria incidence, contractor shall be liable to pay to Municipal Council the amount spent by Municipal Council on anti malaria measures to control the situation in addition to fine.

**E) Relation With Public Authorities :-**

The contractor shall make sufficient arrangement for draining away the sewage water as well as water coming

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient of number of sweepers. The contractor shall comply with all rules, regulations, by 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 leviable on him without any extra cost to Municipal Council.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## QUALITY ASSURANCE CLAUSE

1. To ensure the specified quality of work which will also include necessary survey temporary works, etc. the contractor shall prepare a quality assurance plan and get the same approved by the Engineer-in-charge within one month from the date of work order. For this, the contractor shall submit an organization chart of his technical personnel to be developed on the work along with their qualifications, job descriptions defining the functions of reporting, supervising, inspecting and approving. The contractor shall also submit the list of tools, equipment and the machinery and instrumentation which he propose to use for the construction and for testing in the field and /or in the laboratory and monitoring . The contractor shall modify/ supplement the organization chart and the list of machinery, equipment's etc. as per the direction of the Superintending Engineer and shall deploy the personnel and equipment on the field as per the approved chart and list respectively. The contractor shall submit written method statements detailing is exact proposals or execution of the work in accordance with the specification. He will have get these approved from the Engineer-in-charge. The quality of the work shall be properly documented through certificates, records, check-lists and log books of results etc. such records shall be compiled from beginning of the work and be continuously updated and supplemented and this will be the responsibility of the contractor. The forms should be got approved from the Executive Engineer-in-charge.
2. The contractor shall prepare detailed completion drawing after completion of the work. He shall also prepare and submit a maintenance manual giving procedure for maintenance, with the periodicity of maintenance works including inspection tools & equipment's to be used, means of accessibility for all parts of structure. He shall also include in the manual the specifications for the technique of construction. This manual shall be submitted within the contract period.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## SCHEDULE 'A'

**Name of work :** Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C..

### Municipal Council, Phaltan.

Schedule showing (Approximately ) the materials to be supplied from the Department stores for work contractor to be executed and preliminary and ancillary works and the rates at which they are to be charged for :-

Sr. No.	Particulars	Quantity	Rate in figure	Rate in words	Unit	Place of delivery

**Note :-** 1. All materials such as 60/70 grade bulk asphalt, cement, Steel Etcetera shall be procured by contractor at his own cost.  
2. R.C.C. pipes required on work shall be procured from M.S.S.I.D.C. Only.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## **Additional conditions of Materials**

**(Cement, M .S. Bars, H.Y.S.D. Bars, T.M.T. Bars Bulk Asphalt Etc.)**

### **Brought By Contractor.**

1. All materials such as cement, Mild Steel, HYSD bars, Bulk Asphalt etc. required for the execution of work shall be brought by Contractor at his own cost.
2. The contractor shall maintain the record of these materials (Cement, Steel, Bulk Asphalt etc.) in the prescribed proforma and registers as directed by Engineer – in – charge. The sample of prescribed proforma is attached at the end. These registers shall be signed by both contractors and representative of Engineer - in – charge. These registers shall be made available for inspection, verification for the dept. as and when required. These registers shall be in the custody of department and shall be maintained by the department.
3. The material required only for this work shall be kept in the godown at site. No material shall be shifted out side of the godown except for the work for which this agreement is entered, without prior approval of the Engineer in charge.
4. The material i.e. cements, steel, bulk asphalt etc. brought on the work site shall be accompanied with the necessary Company / Manufacturing firm's test certificates. In addition these materials shall be tested as per frequency prescribed by the Department and the cost of such testing shall be borne by the contractor. If the test results are satisfactory then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at the contractor's cost. In case of cement, if so requested by the contractor in writing, materials will be allowed to be used before receipt of test results but this will be entirely at the risk and cost of the contractor.\
5. 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, failing which the Executive Engineer will not make payment to contractor.
6. All these material i.e. cement, steel etc. shall be protected from any damages, rains etc. by the contractor at his own cost.
7. The contractor will have to erect temporary shed of approved specifications for 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 or his authorized representative & the door shall be operable only after both locks are opened .)
8. If required, the weighing of cement bags/ steel / bulk asphalt boulders etc. brought by the contractor shall be carried out by the contractor at his own cost.
9. The contractor shall not use cement and other material for the item to be executed outside the scope of this 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.
10. 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 own cost.

**11. Indemnity :-**

The contractor shall indemnify the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done 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 to any action or suit being brought against the contractor for anything done or committed to be done the execution of this contract.

The Government may at its discretion and entirely at the cost of the contractor defend such suit, either jointly with the contractor or single in case the latter chooses not to defend the case.

**12.** In case the materials brought by the contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of work.

**13.** All empty bags or empty asphalt drums shall be the property of contractor and the same be removed immediately after completion of work.

**14.** Bulk asphalt 60/70 grade shall be procured from reputed Government refinery ( main produces) only, like BPCL, HPCL, IOC.

**15.** ज्या कामासाठी ठेकेदार मुख्या उत्पादक डांबर रिफायनरीतून प्राप्त करणार आहे दुय्यम उत्पादकाकडून अथवा अन्य कंत्राटदाराकडून डांबर घेणेची परवानगी नाही. अशा डांबर प्राप्तीचे वेळापत्रक क्षेत्रीय अधिका-यास देणे ठेकेदारस बंधनकारक राहिल. डांबराचे प्रापण सरकारी तेल कंपन्यांच्या रिफायनरी मधुनच करणेत यावे. तसेच प्लान्टवर प्राप्त झालेल्या डांबराची प्रत तपासणीसाठी आवश्यक उपकरणे साहित्य इत्यादींनी युक्त प्रयोगशाळा उपलब्ध करून देणेस ठेकेदार बंधनकारक राहिल. जो पर्यंत कंत्राटदार मूळ गेटपास उपलब्ध करीत नाहीत. तो पर्यंत डांबराच्या बाबींची अदायगी करणेत येणार नाही. मूळ गेटपास वार कार्यकारी अभियंता यांचे स्वाक्षरी घेवूनच ते अभिलेखात जोडणे अनिवार्य राहिल. तद् नंतरच डांबराच्या बाबींचे देयक अदा करणेत येतील.

**16.** R.C.C. pipes shall be procured from M.S.S.I.D.C. only.



वज्रचुर्णाची आवक आणि खप यांचा हिशोब दाखविणारी नोंद वही  
क्रमांक 1

कामाचे नाव :- Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.

मागील सप्ताहापासून कामाच्या ठिकाणी असलेली शिल्लक ,  
आवक आणि खप यांचा हिशोब

दिनांक	मिळालेले पोत्यांची संख्या	वापरलेल्या पोत्यांची संख्या	दिवसाच्या कामावर राहिलेल्या पोत्यांची संख्या

त्राटदारची सही

अवे १ १ची सही.

नोदवही क्रमांक - २

निरनिराळ्या बाबींवर आठवड्या मध्ये उपयोक्त्यात आ १ १ आवश्यक असलेले परिणाम याची तुलना दाखवताना

	सिमेंटच्या गिलाव्यातील ( १ : ६ ) त्रंडी म		
	प्रबलित सिमेंट ( आर.सी.सी. ) तुळ्या		
	सिमेंट अथवा सिमेंटच्या गिलावा		

----- रोजी संप ११-या आठवड्यासाठी गोष्टवारा.

Contractor

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Chief Officer

M.C.Phaltan

	बाबीचे नाव	दाजे परिमा ा	असलेले सिमेंटचे (पोत्या मध्ये) येत	सलेले सिमेंटचे एु न (पोत्यामध्ये)	सिमेंट (

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*Chief Officer*

*M.C.Phaltan*

----- रोजी संप ता-या आठवड्यासाठी पोषवारा.

[illegible]

**Name of Work :** Construction of W.B.M. road, BUSG & 25mm Thick open graded carpet road from Shri Nana Nike house to Shri Abhijit Jankar house in Prabhag No. 3 for P.M.C.

### **DECLARATION OF THE CONTRACTOR**

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials (such as stone, murum, and sand etc) and labour of which I/We have based my / our rates for this work. The specifications, conditions and lead of materials to be used on 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 **Chief Officer, Municipal Council, Phaltan** in charge of the work or his duly authorized representative, before starting the work and to abide by his decision.

I hereby undertake to pay the labourers engaged on the work as per Minimum wages, Act 1948 applicable to the zone concerned.

Signature of Contractor.

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## Mixing, Transportation and Laying of Hot Mixed Bituminous Materials

**Hot mixed bituminous material shall be made with following methods and precautions:-**

- i) Premixed bituminous materials which including bituminous macadam, open graded premix carpet and closely graded premix carpet shall be prepared in a hot mix plant of adequate capacity capable of yielding a mix of uniform quality with respect to grading and binder content. The difference in temperature of binder shall not exceed 75°C in any case.
  - a. A batch type or continuous type or a spot mixer may be used for preparation of mix as decided by Engineer in Charge. If a continuous mixing plants to be used for mixing, contractor must demonstrated by laboratory analysis that cold feed combined grading is within permissible grading limits and binder content is in compliance to job mix is 0.3 percent.
  - b. The surface shall be cleaned of all loose and extraneous matter by a mechanical broom or any other means like high – pressure air jet etc. Laying of bituminous mixture shall not be carried out when air temperature is below 10 C or the wind blowing exceeding 40 km/ hr.
  - c. Excluding the areas, where mechanical paver cannot access, bituminous material shall be spread, leveled and temped by self propelled paver finisher. The rate of delivery of material to the power shall be regulated to enable power to run continuously without any break in paving process. The hand paving of premixed material shall be permitted in following circumstances.
    - Small laying area.
    - Patch work and paving of footpaths.
    - Locations where it is impractical for a paver to operate.
  - d. Compaction shall be completed before the temperature falls below the minimum specified rolling shall be temperature, i.e. 100 C. The initial and breakdown rolling shall be done with 8-10 tone dead weight smooth wheeled rollers followed by intermediate rolling with the same roller or a vibratory roller, the final rolling shall be done with a light roller smooth wheeled tandem roller. The roller shall first compact materials adjacent to Joints then lower to upper side of layer, over lapping on successive passes by at least one third of the width of the rear roll. In case of rolling in super elevated and unit - directional camber, the rolling shall progress from lower to upper edge after the edge has been rolled.
  - e. The minimum thickness of material laid in each paver shall be maintained in accordance with minimum value given in the specifications. When laying of

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*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

wearing course approaches an expansion joint, machine laying shall be stopped 300 mm before start of the joint. The pavement area up to joint and beyond it shall be hand paved.

- f. During the period of construction, arrangements for traffic shall be made in accordance with provisions of Clause 112 of the Mort &H of the Specifications for Road and Bridge Works.

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*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## **Specification for Bitumen Bound Macadam**

Providing and laying 75 millimeter thick compacted Bitumen Bound Macadam on existing Water bound Macadam surface including picking the **existing water bound macadam** surface thoroughly cleaning the surface to receive the bituminous bound macadam by using approved equipment as directed by Engineer in charge, Immediately spreading 40 millimeter size hand broken metal at the rate of 9 cubic meter / 100 square meter by making panels partially compacting it suitable till it forms the stable surface spreading bitumen at the rate of 200 Kilogram / 100 Square meter using sprayers attached to the Bouzer, spreading 12 millimeter metal at rate of 1.80 Cubic Meter / 100 square meter and final compaction with power roller etc. complete. Finishing in accordance with the requirement in close conformity with grade, lines, cross section and thickness as per approved drawing etc. complete (excluding diversion road) as directed by Engineer – in – charge.

### **General**

The work consists of supply of all materials and labour required for providing and laying bituminous bound macadam surface for compacted thickness of 75 millimeter. This item including preparing the exiting road surface to receive the bituminous bound macadam course i.e. spreading of 40 millimeter size hand broken metal layer in required thickness with compaction by power roller, heating and spraying bitumen with equipment plant etc. complete. The work shall be finished in accordance with the requirements of these specifications and in close conformity with grades, lines cross sections, and thickness as per approved drawing or as directed by Engineer – in – charge.

### **Materials**

#### **2.1 Bitumen**

The bitumen shall be paving bitumen of suitable penetration grade within the range 2.35 or A.65 (60/70) as per Indian Standard Specifications for “Paving Bitumen” as per Indian Standard Specifications for “Paving Bitumen” IS: 73-1961. The actual grade of bitumen to be used shall be 30/40 or as directed by the Engineer – in – charge to the region, traffic, rainfall and other environmental conditions.

#### **2.2 Aggregates:-**

The aggregates shall comprise of 40 millimeter size hand broken stones satisfying standard specification clause Rd. 22.3.2, page 201 of edition 1979, 12 millimeter size crushed aggregates satisfying standard specification clause Rd. 41.3.2, page 216 of 1979 edition for respective size of crushing metal. The aggregates shall be clean, strong, durable, and fairly cubical in shape and shall be free from disintegrated pieces, organic or other deleterious matters. The aggregates shall satisfy the physical requirements set fourth in table 500-3 of Ministry of Surface Transport specification for road and bridges edition April 2001.

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*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

### **3. Proportioning Of Materials**

The quantities of aggregates and bitumen required for the work of 75 millimeters compacted bituminous bound macadam is detailed below:

#### **Preparation Of The Base**

The road surface shall be swept clean of all dirt, dust and other loose and foreign material. The work shall be performed on such widths and lengths as directed by Engineer-in-charge and may required scarifying of existing layer, falling of pot holes etc. The edge lines may be marked with stacks (formed of murum of metal 20 centimeter to 30 centimeter width).

#### **4.1 Tack Coat**

The tack coat over cleaned surface shall be applied as per clause 503 of Specification for Roads and Bridges by ministry of Surface Transport except does of bitumen for tack coat over existing B.T. surface is 30 kilogram /100 square meter.

### **6) Spreading And Compaction**

#### **5.1 Spreading Of Millimeter Size Metal:-**

40 millimeter size hand broken metal shall be spread evenly at the rate of 9 cubic meters per 100 square meters of area so as to form uniform layer over the width of road specified on plans. Any foreign metter, organic matter, dust, grass etc. shall be removed immediately. The sections shall be checked with camber board, straight edge batten etc. Any irregularities shall be made good by adding arrogates in case of depressions and removing aggregates from high spots.

#### **5.2 Compaction of 40 millimeter Size Metal**

The surface of 40 millimetre metal layer after brought to necessary grades and sections shall be rolled with the use of 8 to 10 tones power roller. Rolling shall commence from the edges and progress toward the centre longitudinally except on super elevated portion it shall progress from the lower to upper edge parallel to the center line of pavement. When the roller has passed over the whole area as prepared once, any high spots or depressions which become apparent shall be corrected by removing or adding aggregates. The rolling shall then continue till the entire surface has been rolled to desired compaction such that there is no crushing of aggregates and all roller marks have been eliminated. The each pass of roller shall be uniformly overlapping not less than one-third of the track made in the preceding pass.

#### **5.3 Bitumen Application :-**

Bitumen to be used shall be got approved from Engineer in charge. Bitumen of I.S. Grade 5.35 needs heating to a temperature range between 177 degrees to 191 degrees.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



Bitumen other than grade I.S. 5.35 shall be heated to a temperature appropriate to that grade. Bitumen shall be applied through a pressure sprayer uniformly at the rate of 200 kilogram per 100 square meters. To ensure correct application of bitumen being sprayed, known dimensioned area be checked for use of bitumen and accordingly dosage may be increased or decreased as the case may be.

#### **5.4 Key Aggregates :-**

On completion of bitumen application, 12 millimeter size key aggregates shall be spread immediately at a uniform rate of 1.8 cubic meters per 100 square meters of area when surface is in hot condition. Brooms shall be used to ensure even distribution of key aggregates.

#### **5.5 Final Compaction**

Immediately after spraying of bitumen and spreading of key aggregates, the surface shall be rolled with a power roller to obtain full compaction and to force the blind age of key aggregates in to the interstices of the course aggregate. The rolling shall continue till the asphalted surface hardens and key aggregates stop moving under power roller.

#### **6) Surface Finish And Quality Control:-**

The surface shall conform to requirement of clause 902 of specification for Roads and Bridge by Ministry of Surface transport. Quality control Test and their frequencies shall be as per 5 of table 900-4 on page 310 of Specification for Roads and Bridges by Ministry of Surface Transport (1995).

#### **7) Arrangement Of Traffic**

During the period of execution, arrangement of traffic shall be carried out according to the clause 112 (excluding last para of 112.6) of specification for Roads and Bridges by Ministry of surface Transport.

#### **8) Item To Include**

- i) Labour and materials required for preparing surface
- ii) Picking W. B.M. surface.
- iii) Supplying spreading and compaction of 40 millimeter hand broken size metal.
- iv) Supplying heating and spraying of bitumen.
- v) Supplying spreading and compaction of 12 millimeter crushed metal.

#### **9) Mode Of Measurement And Payment**

The contract unit rate for finished work of bituminous bound macadam is in full for carrying out all operations as detailed in para 8. The finished work shall be measured in cubic meters.

If the grade of asphalt used for work as specified above is changed to lower side , payment will be made at appropriately reduced rates for that grade of asphalt.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**10)** Contractor shall ensure to 2.5 % camber is achieved in B.B.M. layers only. Failing which contractor has to make correction for camber in upper layer that Open graded carpet by laying additional material of open graded carpet without extra cost.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## 506. BUILT –UP SPRAY GROUT

### 506. 1 Scope:-

This work shall consist of a two-layer composite construction of compacted crushed coarse aggregates with application of bituminous binder after each layer, and with key aggregates placed on top of the second later, in accordance with the requirement of these specifications, to serve as a base course and in conformity with the lines, grades and cross – sections shown on the drawings or as directed by the Engineer. The thickness of the course shall be 75 millimeter.

Built up spray grout shall be used in a single course in a pavement structure.

### 506.2. Materials

**506.2.1. Bitumen:** - The bitumen shall be paying bitumen of Penetration Grade VG-30 (60/70) complying with Indian Standard Specification for “paying Bitumen” IS: 73 ,& where permitted by the Engineer , an appropriate grade of emulsion complying with IS 8887 may be used.

**506.2.2. Aggregates:** The coarse aggregates shall consist of crushed rock, crushed gravel or other hard material retained on the 2. 36 millimeter sieve. They shall be clean, hard, and durable, of cubical shape, free-from dust and soft or friable matter, organic or other deleterious matter. Where the Contractor’s selected source of aggregates have poor affinity for bitumen, as a condition for the approval of that source, the bitumen shall be treated with approved anti- tripping agents, as per the manufacturer’s recommendations, without additional payment. Before approval of the source the aggregates shall be tested for stripping.

The aggregates shall satisfy the physical requirements set forth in Table 500-3. Where crushed gravel is proposed for use as aggregate not less than 90 % by weight of the crushed material retained on the 4.75 millimeter sieve shall have at least two fractured faces. The coarse and key aggregates for built-up spray grout shall confirm to the grading in Table 500-7.

**Table 500-3 Physical requirement for coarse Aggregates**

Property	Test	Specification
Cleanliness	Grain Size Analysis	Max 5% passing 0.075mm sieve.
Practical Shape	Flakiness and Elongation Index ( Combined) <sup>2</sup>	Max 30%
Strength*	Los Angeles Abrasion Value <sup>3</sup>	Max 40%
	Aggregate Impact Value <sup>3</sup>	Max30%
Durability	Soundness : 4	
Property	Test	Specification
	Sodium Sulphate	Max 12%
	Magnesium Sulphate	Max 18%

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

Water Absorption	Water Absorption <sup>5</sup>	Max 2%
Stripping	Coating and stripping of Bitumen aggregate Mixtures <sup>6</sup>	Minimum retained coating 95%
Water Sensitivity <sup>7</sup>	Retained Tensile Strength	Min 80%

Note 1. IS : 2386 Part – 1

2. IS : 2386 Part - 1 (Elongation test to be done only on n on –flaky Aggregated in the sample.)

3. IS : 2386 Part 4\*

4. IS: 2386 Part 5

5. IS : 2386 Part 3

6. IS: 62 41

7. The water sensitivity test is only to be carried out if the minimum retained coating in the stripping test is less than 95%.

\* Aggregates may satisfy requirement of either of these two tests.

The aggregates shall satisfy the physical requirements set out in Table 500-3. The coarse and key aggregates for built –up spray grout shall conform to the grading given in Table 500-7.

**TABLE 500-7. GRADING REQUIREMENT FOR COURSE AND KEY AGGREGATING FOR BUILT-UP SPRAY GROUT**

IS Sieve Designation in ( MM)	Cumulative percent by weight Of total Aggregate passing	
	Coarse Aggregate	Key aggregate
53.00	100	--
26.50	40-75	--
22.40	--	100
13.20	0- 20	40-75
5.60	--	0-20
2.80	0-5	0-5

### **506.3. Construction Operations :-**

#### **506. 3. 1. Weather and seasonal limitations:-**

Laying shall be suspended while free-standing water is present on the surface to be covered, or during rain, fog and dust storms. After rain, the bituminous surface, prime or tack coat shall be blown off with a high pressure air-jet to remove excess moisture, or the surface left to dry before laying shall start. Laying of bituminous mixtures shall not be carried out when the air temperature at the surface on which it is to be laid is below 10 C or

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

when the wind speed at any temperature exceeds 40 Km/h at 2m height unless specification approved by the Engineer.

**506.3.2. Equipment :-** A mechanical broom , compressor, self propelled or trailed bitumen heater / distributor, mechanical aggregate spreader and 8 to 10 tone smooth steel wheel roller or vibrating roller are required for the preparation of Bitumen of Spray Grout

**506.3.3 Preparation of base :** The base on which the built-up spray grout course is to be laid shall be prepared, shaped and compacted to the specified lines, grades and cross-sections in accordance with Clauses 501 and 902 as appropriate. A prime coat shall be applied in accordance with Clause 502 with approved primer as directed by the Engineer.

**506.3.4. Tack coat:** - A tack coat shall be applied in accordance with the procedure described in Clause 503, as directed by the Engineer.

**506.3.5. Spreading and rolling of coarse aggregates for the first layer:**

Immediately after the application of prime or tack coat, the clean , dry and dust free coarse aggregates shall be spread uniformly and evenly, by mechanical means, at the rate of **0.5 Cu.m.per** 10 Sq. M. area.

Immediately after spreading of the aggregates, the entire surface shall be rolled with an 8-10 tones smooth wheel steel roller. Rolling shall commence at the edges and progress towards the center except in super-elevated and unidirectional cambered where it shall proceed from the lower edge to the higher edge. Each pass of the roller shall uniformly overlap not less than one-third of the track made in the preceding pass.

The surface of the layer shall be carefully checked , after rolling , with a template and straight edge and shall be within the tolerances specified, and any deficiencies corrected by reworking and re-compacting the layer.

Care shall be taken not to over – compact the layer.

**506.3.6. Application of binder - first spray:-** The binder shall be heated to the temperature appropriate to the grade of bitumen approved by the Engineer and sprayed on the aggregate at the rate of 15 Kg / 10 Sq.m. ( measured in terms of residual bitumen content) at a uniform rate of spray by mechanical sprayers capable of spraying bitumen uniformly at the specified rates and temperatures. Excessive deposits of binder caused by stopping or starting of the sprayers or through leakage or for any other reason shall be removed and made good.

**506.3.7. Spreading and rolling of coarse aggregate for the second layer:**

Immediately after the first application of the binder, the second layer of coarse aggregates shall be spread and roller in accordance with the procedure detailed in Clause 506.3.5.

**506.3.8 Application of binder – second spray:** The second aggregate layer shall then be sprayed with binder at the rate of 15 Kg / 10 sq. m. (measured in terms of residual bitumen content) in accordance with Clause 506.3.6

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**506.3.9: Application of key aggregate:** Immediately after the second application of binder, key aggregates shall be spread uniformly and evenly, preferably by mechanical means, at the rate of 0.13 Cu. M. / 10 Sq. M. so as to cover the surface completely. The key aggregate shall be clean, dry and free from dust and deleterious matter. If necessary, the surface shall be swept to ensure uniform application of the key aggregates. The entire surface shall then be rolled with an 8-10 tones smooth wheel steel roller in accordance with Clause 506.3.5 while rolling is in progress, additional key aggregates, where required, shall be spread by hand. Rolling shall continue until the entire course is thoroughly compacted and the key aggregates are firmly in position.

**506.4 Surface Finish and Quality Control:** - The surface finish of construction shall conform to the requirements of Clause 902. All materials shall comply with the requirements of the relevant provisions in Section 900 of the Specifications.

**506.5 Final Surface:** - The built – up- spray – grout shall be provided with final surfacing within a maximum of Forty – Eight hours. If there is to be any delay, the course shall be covered by a seal coat to the requirement of clause 513 before it is open to traffic. Where the seal coat is required as a result of the selected method of performing this operation, then it shall be considered incidental to the work and shall not be paid for separately.

**506.6. Arrangements for Traffic :-**During the period of contraction, arrangements for traffic shall be made in accordance with the provisions of Clause 122 Page No 14 of the Ministry of Road Transport and Highway, Specification for Road and Bridge Works (Forth revision ) – 2001.

**506.7. Measurement for Payment: - Built –up spray grout** shall be measured as finished work in square meters.

**506.8. Rate :-** The contract unit rate for built- up spray grout shall be payment in full for carrying out the required operations as specified . The rate shall include for, but not necessarily be limited to the components listed in Clause 501.8.8.2. (i) to (xi).

*Contractor*

*No.of Corrections*

*Chief Officer*

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### **511.1.3 Construction operations :**

**511.1.3.1 Weather and seasonal limitation: - Lying** shall be suspended while free-standing water is present on the surface to be covered, or during rain, fog dust storms. After rain , the bituminous surface , prime or tack coat, shall be blown off with a high pressure air-jet to remove excess moisture, or the surface left to dry before laying shall start. Laying of bituminous mixtures shall not be carried out when the air temperature at the surface on which it is to be laid is below 10 C or when the wind speed at any temperature exceeds 40 km /h at 2m height unless specifically approved by the Engineer.

**511.1.3.2 Preparation of surface :-** The underlying base on which the bituminous carpet is to be laid shall be prepare, shaped and conditioned to the specified lines, grade and cross section in accordance with clause 501. A prime coat where needed shall be applied in accordance with clause 502 as directed by the engineer.

**511.1.3.3 Tack coat :-** A tack coat complying with Clause 503, shall be applied over the base preparatory to laying of the carpet.

**511.1.3.4 Preparation of premix : -** Hot mix plant of appropriate capacity and type shall be used for the preparation of the mix material. The hot mix plant shall have separate dryer arrangement for heating aggregate.

The temperature of the binder at the time of mixing shall be in the range of 150 C to 163 C and that of the aggregate in the range of 155 C to 163 C provided that the difference in temperature between the binder and aggregate at no time exceeds 14 C. Mixing shall be thorough to ensure that a homogeneous mixture is obtained in which all particles of the aggregates are coated uniformly and the discharge temperature of mix shall be between 130 C and 160 C.

The mix shall be immediately transported from the mixer to the point of use in suitable vehicles or wheel barrows. The vehicles employed for transport shall be clean and the mix being transported covered in transit if so directed by the Engineer.

**511.1.3.5. Spreading and rolling: -** The pre mixed material shall be spread by suitable means to the desired thickness, grade, cross fall (camber) making due allowance for any extra quantity required to fall up depressions, if any. The cross fall should be checked by means of camber boards and irregularities leveled out. Excessive use of blades or rakes should be avoided. As soon as sufficient length of bituminous material has been laid, rolling shall commence with 8-10 tones rollers, smooth wheel tandem type, or other approved equipment.. Rolling shall being at the edge and progress toward the centre longitudinally , except that on super – elevated and unidirectional cambered portions, it shall progress on the lower to upper edge parallel to the centre line of the pavement.

When the roller has passed over the whole area once, any high spots or depressions, which become apparent, shall be corrected by removing or adding premixed materials. Rolling shall then be continued until the entire surface has been rolled and all the roller marks eliminated. In each pass of the roller the preceding track shall be overlapped uniformly by at least 1/3 width. The roller wheels shall be kept damp to prevent the premix from adhering to the wheels. In no case shall fuel / lubricating oil be used for this purpose. Excess use of water for this purpose shall also be avoided.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

Rollers shall not stand on newly laid material while there is a risk that will be deformed thereby. Rolling operations shall be completed in every respect before the temperature of the mix falls below 100 C. Joints along and transverse to their full depth so as to expose fresh surface which shall be painted with a thin coat of appropriate binder before the new mix is placed against it.

**511. 1.3.6. Seal coat:** - A seal coat conforming to Clause 513 of the type specified in the contract shall be applied to the surface immediately after laying the surfacing.

**511.1.4. Opening to traffic:-**

No traffic shall be allowed on the road until the seal coat has been laid. After the seal coat is laid, traffic not is permitted to run on any newly sealed area until the following day. In special circumstances, however, the engineer may open the road to traffic immediately after rolling, but in such cases traffic speed shall be rigorously limited to 16Km. per hour until the following day.

**511.1.5. Surface finish and quality control of work :-**

The surface finish of construction shall conform to the requirements of Clause 902. For Control of the quality of materials supplied and the works carried out, the relevant provisions of Section 900 shall apply.

**511.1.6. Arrangements for traffic:-**

During the period of construction, arrangement of traffic shall be done to Clause 112.

**511.1 .7. Measurement for payment:-**

Open graded premix surfacing shall be measured as finished work, for the area instructed to be covered, in square meters. The area will be the net area covered, and all allowance for wastage and cutting of joints shall be deemed to be included in the rate.

**511.8. Rate :-**

The contract unit for open graded premix surfacing shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 501.8.8.2 (i) to (ix)

**513.2 Construction Operations**

**513.2.1 Water and seasonal limitations:** Lying shall be suspended while free-standing water is present on the surface to be covered, or during rain, fog and dust storms. After rain, the bituminous surface, prime or tack coat, shall be blown off with a high pressure air-jet to remove excess moisture shall not be carried out when the air temperature at the surface on which it is to be laid is below 10 C or when the wind speed at any temperature exceeds 40 km /h at 2m height unless specifically approved by the Engineer.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



**513.2.2 Preparation of surface :-** The seal coat shall be applied immediately after laying the bituminous course which is required to be sealed . Before application of seal coat materials, the surface shall be cleaned free of any dust or other extraneous matter.

**513.2.3 Construction of Liquid seal coat :** Bitumen shall be heated to 150 C -163 C and sprayed at the rate specified on the dry surface in a uniform manner with a self-propelled mechanical sprayer as described in the Manual for Construction and Supervision of Bituminous Works.

Immediately after the application of binder, stone chips, which shall be clean and dry , shall be spread uniformly at the rate specified on the surface preferably by means of a self-propelled or towed mechanical grit spreader so as to cover the surface completely. If necessary, the surface shall be brushed to ensure uniform spread of chips.

Immediately after the application of the cover material, the entire surface shall be rolled with a 8-10 tone smooth wheeled steel roller ,8-10 tone static weight vibratory roller ,or other equipment approved by the Engineer after laying trails if required . Rolling shall commence at the edge and progress towards the centre except in super elevated and unidirectional cambered portions where it shall proceed from the lower edge to the higher edge. Each pass of the roller shall uniformly overlap not less than one-third of the track made in the preceding pass. While rolling is in progress , additional chips shall be spread by hand in necessary quantities required to make up irregularities. Rolling shall continue until all aggregate particles are firmly embedded in the binder and present a uniform closed surface.

### **513.3 Opening of Traffic.**

In the case Type a seal coat, traffic shall not be permitted to run on any newly sealed area until the following day. In special circumstances, however, the engineer may open the road to traffic speed shall be rigorously limited to 16 km per hour until the following day.

### **513.4 Surface Finish and Quality Control of work**

The surface finish of construction shall conform to the requirements of Clause 902.

For control on the quality of materials supplied and the works carried out, the relevant provisions of section 900 shall apply.

### **513.5 Arrangement for Traffic.**

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

### **513.6 Measurement for payment**

Seal coat shall be measured as finished work, over the area specified to be covered, in square meters at the thickness specified in the Contract.

### **513.7 Rate**

The contract unit rate for seal coat shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 501.8.8.2 (i) to (xi).

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**501 .8.8.2. Rate for premixed bituminous material:-**

The contract unit rate pre-mixed bituminous material shall be payment in full for carrying out the required operations including full compensation for, but not necessarily limited to:

- (i) Making arrangement for traffic to clause 112 except for treatment to verge, shoulders and construction of diversion.
- (ii) Preparation of the surface to receive the material.
- (iii) Providing all materials to be incorporated in the work including arrangement for stock yards, all royalties, fees, rents where necessary and all leads and lifts.
- (iv) Mixing, transporting lying and compacting the mix, as specified.
- (v) All labour, tools equipment, plant including installation of hot mix plant, power supply units and all machinery, incidental to complete the work these specifications.
- (vi) Carrying out the work in part widths of the road where directed.
- (vii) Carrying out all tests for control of quality, and
- (viii) The rate shall cover the precision of bitumen at the rate specified in contract, with the provision that the variation in actual percentage of bitumen used will be assessed and the payment adjusted accordingly.
- (ix) The rates for premixed material are to include for all wastage in cutting of joints etc.
- (x) The rate is to include for all necessary testing mix, design, transportation and testing of samples, and cores. If there is not a project specific laboratory , the contractor must arrange to carry out all necessary testing at an outside laboratory , approved by the Engineer, and all costs incurred are deemed to be included in the rate quitted for the material.
- (xi) The cost of all plant and laying trials as specified to prove the mixing and laying methods is deemed to be included in the contractor's rates for the material.

**Clause 501. General Requirements For  
Bituminous Pavement Layers**

**501.1. General**

Bitumen pavement courses shall be made using the materials described in the following Specifications.

The use of machinery and equipment mentioned I various Clauses of these Specifications is mandatory. Details of the machinery and, equipment are, available in the Manual for Construction and Supervision of Bituminous Works. Equipment mandatory for any particular project shall be in accordance with the Contract Specification for that project.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## **501. 2. Materials**

**501.2.1. Binder:** - The binder shall be an appropriate type of bituminous material complying with the relevant Indian Standard (IS), as defined in the appropriate Clauses of these Specifications, or as otherwise specified herein. The choice of binder shall be stipulated in the Contract or by the Engineer. Where penetration grades of bitumen are specified, they are referred to by a single- figure designation in accordance with IS: 73. Thus bitumen grade 35 refers to bitumen in the penetration 30 to 40. Where Modified Binder is specified, the Clause 521 of these Specifications shall apply.

**501.2.2. Coarse Aggregates:** - The coarse aggregates shall consist of crushed rock , crushed gravel or other hard material retained on the 2.36 mm sieve , They shall clean, hard, durable , of cubical shape , free from dust and soft or friable source of aggregates have poor affinity for bitumen, as a condition for the approval of that source, the bitumen shall be treated with approved anti-stripping agents, as per the manufacturer's recommendations, without additional payment . Before approval of the source the aggregates shall be tested for stripping.

The aggregates shall satisfy the physical requirements set forth in the individual relevant clause for the material in question.

Where crushed gravel is proposed for use as aggregate, not less than 90 % by weight of the crushed material retained on the 4.75 mm sieve shall have at least two fractured faces.

**501.2.3. Fine Aggregates :-** Fine aggregates shall consist of crushed or naturally occurring material , or a combination of the TWO, passing 2.36 mm sieve and retained )n the 75 micron sieve. They shall be clean, hard durable, dry and free from dust, and soft or friable matter, organic or other deleterious matter.

**501.2.4. Source of material:** The source of all materials to be used on the project must be tested to the satisfaction of and be expressly approved by used on the Engineer. The Engineer may from time to time withdraw approval of a specific source, or attach conditions to the existing approval. Any change in aggregate source for bituminous mixes, will require a new mix design, and laying trials, where the mix is based on a job mix design. Stockpiles from different sources approved or otherwise, shall be kept separate, such that there is no contamination between one material and another. Each source submitted for approval shall contain sufficient material for at least 5 days work.

## **501.3. Mixing:-**

Pre- mixed bituminous materials, including bituminous macadam, dense bituminous macadam, semi-dense bituminous concrete and bituminous concrete, shall be prepared in a hot mix plant of adequate capacity and capable

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

of yielding a mix of proper and uniform quality with thoroughly coated aggregates. Appropriate mixing temperatures can be found in Table 500-5 of these Specifications; the difference in temperature between the binder and aggregate should at no time exceed 14 C. In order to ensure uniform quality of the mix and better coating of aggregates, the hot mix plant shall be calibrated from time to time.

If a Continuous mixing plant is to be used for mixing the bituminous bound macadam, the Contractor must demonstrate by laboratory analysis that the cold feed combined grading is within the grading limits specified for that bituminous bound material. In the case of a designed job mix, the bitumen and filler content shall be derived using this combined grading. Further details are available in the Manual for Construction and Supervision of bituminous Works.

#### **501.4. Transporting:-**

Bituminous materials shall be transported in clean insulated vehicles, and unless otherwise agreed by the Engineer, shall be covered while in transit or waiting tipping. Subject to the approval of the Engineer, a thin coating of diesel or lubricating oil may be applied to the interior of the vehicle to prevent sticking and to facilitate discharge of the material.

#### **501.5. Laying**

**501. 5. 1. Weather and seasonal limitations:** Laying shall be suspended while free-standing water is present on the surface to be covered, or during rain, fog and dust storms. After rain, the bituminous surface, prime or tack coat, shall be blown off with a high pressure air-jet to remove excess moisture, or the surface left to dry before laying shall start. Laying of bituminous mixtures shall not be carried out when the air temperature at the surface on which it is to be laid is below 10 C or when the wind speed at any temperature exceeds 40 km/h at 2m height unless specifically approved by the Engineer.

**501.5.2. Cleaning of surface :** The surface on which the bituminous work is to be laid shall be cleaned of all loose and extraneous matter by means of a mechanical broom or any other approved equipment / method as specified in the contract. The use of a high pressure air jet from a compressor to remove dust or loose matter shall be available full time on the site, unless otherwise specified in the contract.

**501.5.3. Spreading:** Except in areas where a mechanical payer cannot access, bituminous materials shall be spread, leveled and tamped by an approved self-propelled paving machine. As soon as possible after arrival at site, the materials shall be supplied continuously to the payer and laid without delay.

The rate of delivery of material to the payer shall be regulated to enable the payer to operate continuously. The travel rate of the payer, and its method of operations, shall be adjusted to ensure an even and uniform flow of bituminous material across the screed, free from dragging, tearing and

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

segregation of the material. In areas with restricted space where a mechanical paver cannot be used, the material shall be spread, raked and leveled with suitable hand tools by experienced staff, and compacted to the satisfaction of the Engineer.

The minimum thickness of material laid in each paver pass shall be in accordance with the minimum values given in the relevant parts of these Specifications. When laying binder course or wearing course approaches an expansion joint of a structure, machine laying stop 300 mm short of the joint. The remainder of the pavement up to the joint, and the corresponding area beyond it, shall be laid by hand, and the joint cavity shall be kept clear of surfacing material.

Bituminous material, with a temperature greater than 145 C, shall not be laid or deposited on bridge deck waterproofing system, unless precautions against heat damage have been approved by the Engineer.

Hand placing of pre-mixed bituminous material shall only be permitted in the following circumstances:

- (i) For laying regulating courses of irregular shape and varying thickness.
- (ii) In confined spaces, where it is impracticable for a paver to operate.
- (iii) For footways.
- (iv) At the approaches to expansion joints at bridges, viaducts or other structures.
- (v) For laying mastic asphalt in accordance with Clause 515.
- (vi) For filling of potholes.
- (vii) Where directed by the Engineer.

Manual spreading of pre-mixed wearing course material or the additional of such material by hand –spreading to the paved area, for adjustment of level, shall only be permitted in the following circumstances:

- (i) At the edges of the layers of materials and gullies and manholes.
- (ii) At the approaches to expansion joints at bridge, viaducts or other structures.
- (iii) As directed by the Engineer.

**501.5.4. Cleanliness and overlaying.** Bituminous material shall be kept clean and uncontaminated. The only traffic permitted to run on bituminous material to be overlaid shall be that engaged in laying and compacting the next course or, where a binder course is to be sealed or surface

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

**dressed, that engaged on such surface treatment. Should any bituminous materials become contaminated the Contractor shall make it good to the satisfaction of the Engineer, in compliance with Clause.501.8.**

**Binder course material shall not remain uncovered by either the wearing course or surface treatment, whichever is specified in the contract, for more than three consecutive days after being laid. The Engineer may extend this period, by the minimum amount of time necessary, because of weather condition or for any other reason. If the base course is subjected to traffic, or not covered within three days, a tack coat shall be applied, as directed by the Engineer.**

**501.6.    Compaction :-**

**Bituminous materials shall be laid and compared in layers which enable the specified thickness, surface level, regularity requirement and compaction to be achieved.**

**Compaction of bituminous materials shall commence as soon as possible after laying. Compaction shall be substantially completed before the temperature falls below the minimum rolling temperatures stated in the relevant part of these Specifications. Rolling of the longitudinal joints shall be done immediately behind the paving operation. After this, rolling shall commence at the edges and progress towards the center longitudinally except that on super elevated and unidirectional cambered portions, it shall progress from the lower to the upper edges parallel to the center line of the pavement. Rolling shall continue until all roller marks have been removed from the surface. All deficiencies in the surface after laying shall be made good by the attendants behind the paver before initial rolling is commenced. The initial or breakdown rolling shall be done with 8 – 10 tonnes, dead weight smooth wheeled rollers. The intermediate rolling shall be done with 8 – 10 tonnes dead weight or vibratory roller or with a pneumatic tired roller of 12 to 15 tonnes weight having nine wheels, with a tire pressure of at least 5.6 kg/sqcm. The finish rolling shall be done with 6 to 8 tonnes smooth wheeled tandem rollers.**

**Where compaction is to be determined by density of cores the requirements to prove the performance of rollers shall apply in order to demonstrate that the specified density can be achieved. In such cases the Contractor shall nominate the plant, and the method by which he intends to achieve the specified level of compaction and finish at temperatures above the minimum specified rolling temperature. Laying trials shall then demonstrate the acceptability of the plant and method used.**

**Bituminous materials shall be rolled in a longitudinal direction, with the driven rolls nearest the paver. The roller shall first compact material adjacent to joints and then work from the lower to the upper side of the layer, overlapping on successive passes by at least one – third of the**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

width of the rear toll or, in the case of a pneumatic – tyred roller, at least the nominal width of 300 mm.

In portions with super – elevated and unidirectional camber, after the edge has been rolled, the roller shall progress from the lower to upper edge.

Rollers should move at a speed of not more than 5 km per hour. The roller shall not be permitted to stand on pavement which has not been fully compacted, and necessary precautions shall be taken to prevent dropping of oil, grease, petrol or other foreign matter an the pavement either when the rollers are operating or standing. The wheels of rollers shall be kept moist with water, and the spray system provided with the machine shall he in good working order, to prevent the mixture from adhering to the wheels. Only sufficient moisture to prevent adhesion between the wheels of rollers and the mixture should be used. Surplus water shall not be allowed to stand on the partially compacted pavement.

#### **501.7 Joints**

Where longitudinal joints are made in pre-mixed bituminous materials, the materials shall be fully compacted and the joint made flush in on of the following ways, only method (iii) shall be used of transverse joints:

- (i) By heating the joint with an approved joint heather when the adjacent width is being laid, out without cutting back to coating with binder. The heater shall raise the temperature of the full depth material, to within the specified range of minimum rolling temperature and maximum temperature at any stage for the material, for a width not less than 7 mm. The contractor shall have equipment available, for use in the event of a heater breakdown, to from by method (iii).
- (ii) By using two or more pavers operating in echelon, where this is practicable., and in sufficient proximity for adjacent widths to b. fully compacted by continuous rolling ;
- (iii) By cutting back the exposed joint, for a distance equal to the specified layer thickness, to a vertical face, discarding all loosened material and cutting the vertical face completely with 80/100 penetration grade hot bitumen, or cold-applied bitumen, or polymer modified adhesive bitumen tape with a minimum thickness of 2mm. before the adjacent width is laid.

All joints shall he offset at least 300 trim from parallel joints in the layer beneath or as directed, and in a layout approved by the Engineer. Joints in the wearing course shall coincide with either the lane edge or the lane making, which ever is appropriate. Longitudinal joints shall not be situated in wheel track zones.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## **501.8. Preparation of Surface**

**501.8.1 Scope:** This work shall consist of preparing an existing granular or black-topped surface bituminous course. The work shall be performed on such widths and lengths as shown on the drawings or as instructed by the Engineer. The existing surface shall be firm and clean, and treated with Prime or Tack coat as shown on the drawing as otherwise stated in the Contract.

### **501.8.2 Materials**

**501.8.2.1.** For scarifying and relaying the granular surface :- The material used shall be coarse aggregate salvaged from the scarification of the existing granular base course supplemented by fresh coarse aggregate and screenings so that aggregates and screenings thus supplemented correspond to Clause 404 : Water Bound Macadam or Clause 406 : Wet Mix Macadam.

**501.8.2.2.** For patching potholes and sealing cracks : Where the existing surface to be overlaid is bituminous, any existing potholes and cracks shall be repaired and sealed in accordance with Clauses 3004.2 and 3004.3, or as directed by the Engineer.

**501.8.2.3.** For profile corrective course :- A profile corrective course for correcting the existing pavement profile shall be laid to varying thickness as shown on the Documents. The profile corrective course shall be laid to tolerances and densities as specified for wearing course if a single layer, or base course, if it is to be covered with a wearing course layer.

**501.8.2.4.** Profile corrective course and its application: - The type of material for use as profile corrective course shall be as shown on the drawing or as directed by the Engineer. Where it is to be laid as part of the overly / strengthening course, the profile corrective course material shall be of the same specification as that of the overly/ strengthening course. However, if provided as a-separate layer, it shall be of the specification and details given in the contract drawings.

(i) Any high spots in the existing surface shall be removed by a milling machine or other approved method, and all loose material shall be removed to the satisfaction of the Engineer.

(ii) Where the maximum thickness of profile corrective course will be not more Than 40 mm, the profile corrective course shall be constructed as an integral part of the overlay course. In other cases, the profile corrective course shall be constructed as a separate layer, adopting such construction procedures and using such equipment as approved by the Engineer, to lay the specified type of material, to thickness and tolerance as specified , for the course , to be provided.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



**501.8.3. Construction Operations**

**501.8.3.1. Preparing existing granular surface:** - Where the existing surface is granular, all loose materials shall be removal, and the surface lightly watered. Where the profile corrective course to k. provided as a separate layer is also granular. Where are profile corrective course of bituminous material is to he laid over the existing granular surface, the latter shall, after removal of all loose material, be primed in accordance with Clause 502.

The surface finish of all granular layers on which bituminous works are to be placed, shall, unless otherwise specifically instructed by the Engineer be free from dust. All such layers must be capable of being swept, after the removal of any non-integral loose material, by means of a mechanical broom, without shedding significant quantities of material and dust removed by air jet, washing, or other means approved by the Engineer.

After cleaning the surface shall be correct to line and level, within the tolerances specified for base course.

**501.8.3.2. Scarifying existing bituminous surface:** - Where specified or shown on the drawings, the existing bituminous layer in the specified width shall be removed with care and without causing undue disturbance to the underlying layer, by a suitable method approved by the Engineer. After removal, all loose, and disintegrated material, the underlying layers, which might have been disturbed should he suitably reworked and compacted to line and level. After supplementing the base material as necessary with suitable fresh stone, the compacted finished surface shall be primed in accordance with Clause 502. Reusable materials shall he stacked as directed of the Engineer within 1000 m of their origin.

**501.8.3.3. Patching of potholes and sealing of cracks:** - Where the existing surface to be overlaid is bituminous, any existing potholes and cracks shall be repaired and scaled in accordance with clause 3004.2 and 3004.3. or as directed by the Engineer.

**501.8.3.4. Laying the profile corrective course**

**501.8.3.4.1. Laying on granular base:** - After preparing the granular surface in accordance with clause No.501.8.3.2, the profile corrective course shall be laid using material as described in clause 501.8.2.3 and 501.2.4. Or otherwise described in the contract and compacted to the requirements of the particular Specification.

**501.8.3.4.2. Laying on existing bituminous surface :-** The existing bituminous surface shall be prepared in accordance with Clause 501.8.3.3, and after applying a tack coat confirming to Clause 503, the bituminous of the particular specification.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**501.8.3.4.3. Correction Or local depression :-** Where local sags or, depression occur in the existing pavement specific filling operation shall be instructed by the Engineer, which should be, laid in accordance with figure 500-1 Normally, the maximum layer thickness at any should not exceed 100 mm. In placing multiple lifts, they should be arranged according to the correct method at illustrated.

For correction of camber, super-elevation of the existing carriageway, the method shown in figure. 500-2 shall be adopted, depending on the profile of the existing carriageway.

**501.8.3.5. Covering the profile Corrective course: -** Profile corrective course particularly shall be so planned that the layer shall be covered by the designed base / wearing course at the earliest opportunity before Opening to regular traffic.

**501.8.4. Surface finish and quality control of work:-**

The relevant provisions of Section 900 shall apply.

**501.8.5. Arrangements for traffic:-**

During construction operation arrangement for traffic shall be

Made in accordance with the provision of clause 112.

**501.8.6. Environmental protection:-**

The provision of Clause 111 and the provision of Annexure A to Clause 501 shall apply.

**501.8.7. Measurement for payment**

**501.8.7.1. Potholes and cracks: -** The work of filling potholes shall be measured separately and be paid for in square meters.

The work of filling cracks by applying for spray Or emulsion slurry seal shall be measured in square meters, for the area covered by the spray.

The work in filling cracks larger than 3 mm in width shall be measured and paid for on a liner meter basis.

**501.8.7.2. Scarifying: -** Scarifying the existing bituminous surface shall be measured on a square meter basis.

**501.8.7.3. Profile corrective course: -** Profile corrective course shall be measured as the volume instructed and compacted in position and measured in cubic meters, or in tonnage, as stipulated in the Contract. The volume shall be calculated by plotting the exact profile of profile corrective course as required, and laid, superimposed on the existing pavement profile. Cross – sectional areas of the profile corrective course shall be measured at intervals as used in the design, of as determined by the Engineer and the volume shall be calculated using the method of end areas.

**501.8.7.4. Prime coat: -** Prime coat is to be measured and paid for on a per square meter basis.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**501.8.7.5. Tack coat: - This is to be a provisional item, which may be used in –part or not at all, at the Engineers direction, and is to be measured and paid for, if used, on a square meter basis.**

**501.8.8. Rates**

**501.8.8.1. Rate for scarifying ; - The contract unit rate for scarifying existing bituminous surfaces, including repairing / reworking disturbed underlying layers and removing and stacking reusable / unusable materials, shall include for but not necessarily be limited to, the cost of all labour, supply of materials needed for repair / reworking hire charges of tools and plant, and transportation of scarified materials within 1000 m of their origin.**

**501.8.8.2. Rate for premixed bituminous material: - The contract unit rate for pre-mixed bituminous material shall be payment in full for carrying out the required operations including full compensation for, but not necessarily limited to:**

- (i) Making arrangement for traffic to clause 112 except for initial treatment to verge, shoulders and construction of diversion.**
- (ii) Preparation of the surface to receive the material.**
- (iii) Providing all materials to be incorporated the work including arrangement for stock yards, all royalties, fees, rents where necessary and all leads and lifts.**
- (iv) Mixing, transporting, laying and compacting the mix, as specified.**
- (v) All labour, tools, equipment, plant including installation of hot mix plant, power supply units and all machinery, incidental to complete the work to these specifications.**
- (vi) Carrying out the work in part widths of the road where directed.**
- (vii) Carrying out all tests for control of quality, and**
- (viii) The rate shall cover the precision of bitumen at the rate specified in contract, with the provision that the variation in actual percentage of bitumen used will be assessed and the payment adjusted accordingly.**
- (ix) The rates for premixed material are to include for all wastage in cutting of joints etc.**
- (x) The rate are to include for all necessary testing, mix , design , transportation and testing of samples, and cores. If there is not a project specific laboratory, the contractor must arrange to carry out all necessary testing at an outside laboratory, approved by the Engineer, and all costs incurred are deemed to be included in the rate quitted for the material.**
- (xi) The cost of all plant and laying trails as specified to prove the mixing and laying methods is deemed to be included in the contractor's rates for the material.**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**501.8.8.3. Rate for potholes and creak sealing: - The rates for patching potholes shall include for breaking out, trim edges, cleaning out, painting edges and bottom with bitumen, and filling and compacting the excavation with the specified materials, transport, and disposal of surplus material.**

**The contract unit rate for crack sealing 3 mm to 6mm cracks with straight run or other specified bitumen shall be based on either a square meter basis, or liner meter of cracks as measured, as stipulated by the contract.**

**The contract unit rate for cracks between 6mm and 15 mm is to be measured on a liner meter basis, and the rate is to include for all material tools, plant, labour, and transport.**

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

*Annexure “A” to Clause 501.*

**PROTECTION OF THE ENVIRONMENT**

**1. General**

**1.1.** This section of the Specification sets out limitation on the Contractor’s activities specifically intended to protect the environment.

**1.2.** The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the works and all associated operations on site or off-site are carried out in conformity with statutory and regulatory environment requirements including those prescribed elsewhere in this document.

**1.3.** The Contractor shall take all measure and precaution to avoid any nuisance or disturbance arising from the execution of the works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the nuisance once generated.

**1.4.** In the event of any spoil. Debris, waste or any deleterious substance from the site being deposited on any adjacent land, the Contractor shall immediately remove all such material and restore the affected area to its original state to the satisfaction of the Engineer.

**2. Water Quality**

**2.1.** The Contractor shall prevent any interference with the supply to or abstraction from, and prevent any pollution of, water resources (including underground percolating water) as a result of the execution of the Works.

**2.2.** Areas where water is regularly or repetitively used for dust suppression purposes shall be laid to fall to specially – constructed settlement tanks to permit sedimentation of particulate matter. After settlement, the water may be e-used for dust suppression and rinsing.

**2.3.** All water and other liquid waste products arising on the Site shall be collected and disposed of at a location on or off the Site and in a manner that shall not cause either nuisance or pollution.

**2.4.** The Contractor shall not discharge or deposit any matter arising from the execution of the Works into any waters except with the permission of the Engineer and the regulatory authorities concerned.

**2.5.** The contractor shall at all times ensure that all existing streams courses and drains within , and adjacent to, the Site and are kept safe and free from any debris and any materials are Works.

**2.6.** The contractor shall protect all watercourses, waterways, ditches, canals, drains, lakes & the like from pollution a execution of the Works.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

### **3. Air Quality**

**3.1.** The Contractor shall devise and arrange method of working to minimize dust, gaseous or other air – borne emissions and carry out the Works in such a manner as to minimize adverse impacts on air quality.

**3.2.** The Contractor shall utilize effective water sprays during delivery manufacture, processing and handling of materials when dust is likely to be created, and to dampen stored materials during dry and windy weather. Stockpiles of friable materials shall be covered with clean tarpaulins, with application of sprayed water during dry and windy weather. Stockpiles of materials or debris shall be dampened prior to their movement, except where this is contrary to the Specification.

**3.3.** Any vehicle with an open load – carrying area used for transporting potentially dust producing material shall have properly fitting side and tail boards. Materials having the potential to produce dust shall not be loaded to a level higher than the side and tail boards, and shall be covered with a clean tarpaulin in good condition. The tarpaulin shall be properly secured and extend at least 300 mm over the edges of the side and tail boards.

**3.4.** In the event that the Contractor is permitted to use gravel or earth roads for haulage, he shall provide suitable measures for dust palliation, if these are, in the opinion of the Engineer, necessary. Such measures may include spraying the road surface with water at regular intervals.

### **4. Noise**

**4.1** The Contractor shall consider noise as an environmental constraint in his planning and execution of the Works.

**4.2** The Contractor shall take all necessary measures so that the operation of all mechanical equipment and construction processes on and off the Site shall not cause any unnecessary or excessive noise, taking into account applicable environment requirements. The Contractor shall use all necessary measures and shall maintain all plant and silencing equipment in good condition so as to minimize the noise emission during construction works.

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

## **5. Control of Wastes**

**5.1.** The Contractor shall control the disposal of all forms of waste generated by the construction operations and in all associated activities. No uncontrolled deposition or dumping shall be permitted. Wastes to be so controlled shall include, but shall not be limited to, all forms of fuel and engine oils, all types of bitumen, cement, surplus aggregates, gravels, bituminous mixtures etc. The Contractor shall make specific provision for the proper disposal of these and any other waste products, conforming to local regulations and acceptable to the Engineer.

## **6. Emergency Response**

**6.1.** The Contractor shall plan and provide for remedial measures to be implemented in the event of occurrence of emergencies such as spillages of oil or bitumen or chemicals.

**6.2** The Contractor shall provide for the Engineer with a statement of the measures he intends to implement in the event of such an emergency which shall include a statement of how he intends to provide personnel adequately trained to implement such measures.

## **7. Measurement**

**7.1.** No separate measurement shall be made in respect of compliance by the Contractor with the provisions of this Section of the Specification. The Contractor shall be deemed to have made allowance for such compliance with these provisions in the preparation of his prices for items of work included in the Bills of Quantities and full compensation for such compliance will be deemed to be covered by them.

*Contractor*

*No. of Corrections*

*Chief Officer*

*M.C. Phaltan*

## Clause 902.

### Control of alignment, level, and surface regularity

#### 902.1 General

All works performed shall confirm to the lines, grades, cross sections and dimensions shown on the drawings of as directed by the engineer, subject to the permitted tolerance described hereinafter.

#### 902.2 Horizontal alignment

Horizontal alignment shall be reckoned with respect to the centre line of the carriage – way as shown on the drawing. The edges of the carriage – way as constructed shall be correct within a tolerance of  $\pm 10\text{mm}$  there from. The corresponding tolerance for edges of the roadway and lower layers of pavement shall be  $\pm 25\text{mm}$ .

#### 902.3 Surface Levels

The levels of the sub grade and different pavement courses as constructed, shall not vary from those calculated with reference to the longitudinal and cross – profile of the road shown on the drawings or as directed by the Engineer beyond the tolerances mentioned in Table 900-1

**TABLE 900.1.TOLERANCES IN SURFACE LEVELS**

1.	1.Subgrade	+20mm -25mm
2	.Sub – base +10mm	
	(a) Flexible pavement	-20mm
	(b) Concrete pavement	+6mm
	[ Dry lean concrete or Rolled concrete]	-10mm
3.	Base-course for flexible pavement	
	(a) Bituminous course	+6 -6
	(b) Other than bituminous	+10
	(i) Machine laid	+10mm -10
	(ii) Manually laid	-15mm
4.	Wearing course for flexible pavement	
	(a) Machine laid	+6mm -6mm
	(b) Manually laid	-10mm
5.	Cement concrete pavement	+5mm -6mm*

Contractor

No.of Corrections

Chief Officer

M.C.Phaltan



***\* This may not exceed – 8 mm at 0 – 30 m from the edges.***

Provided, however, that the negative tolerance for wearing course shall not be permitted in conjunction with the positive tolerance for base course, if the thickness of the former is there by reduced by more than 6 mm for flexible pavements and 5mm for concrete pavements.

For checking compliance with the above requirement for sub grade, sub base and base courses, measurements of the surface levels shall be taken on a grid of points placed at 6.25m longitudinally and 3.5 m transversely. For any 10 consecutive measurements taken longitudinally or transversely, not more than one measurement shall be permitted to exceed the tolerance as above, this one measurement being not in excess of 5 mm above the permitted tolerance.

For checking compliance with the above requirement for bituminous wearing courses and concrete pavements, measurements of the surface levels shall be taken on a grid of points spaced at 6.25 m along the length and at 0.5m from the edges and at the centre of the pavement. In any length of pavement, compliance shall be deemed to be met for the final road surface, only if the tolerance given above is satisfied for any point on the surface.

#### **902.4. Surface Regularity of Pavement Courses**

The longitudinal profile shall be checked with a 3 metre long straight edge / moving straight - edge as desired by the Engineer at the middle of each traffic lane along a line parallel to the centre line of the road.

The maximum permitted number of surface irregularities shall be as per Table 900–2.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**TABLE 900 – 2 MAXIMUM PERMITTED NUMBER OF SURFACE  
IRREGULARITIES**

	Surface of Carriageways and paved shoulders				Surface of lay – bys, service area and all bituminous base course			
Irregularity	4 mm		7 mm		4 mm		7 mm	
Length (M)	300	75	300	75	300	75	300	75
National Highways / Expressways *	20	9	2	1	40	18	4	2
Roads of lower category	40	18	4	2	60	27	6	3

*\* Category of each section of road as described in the Contract.*

The maximum allowable difference between the road surface and underside of 3 m straight – edge when placed parallel, with or at right angle to the centre of the road at points decided by the Engineer shall be:

For pavement surface (bituminous and cement concrete)	3 mm
For bituminous base courses	6 mm
For granular sub – base / base courses	8 mm
For sub – bases under concrete pavements	10 mm

#### **902.5. Rectification**

Where the surface regularity of sub grade and the various pavement courses fall outside the specified tolerances, the Contractor shall be liable to rectify these in the manner described below and to the satisfaction of the Engineer.

**i) Sub grade:** Where the surface is high, it shall be trimmed and suitably compacted where the same is low, the deficiency shall be corrected by scarifying the lower layer and adding fresh material and recomposing to the required density. The degree compaction and the type of material to be used shall conform to the requirement of Clause 305.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**ii) Granular Sub – base:** Same as at (i) above except that the degree of compaction and the type of material to be used shall conform to the requirements of Clause 401.

**iii) Lime / Cement Stabilized Soil Sub – base :** For lime / cement treated materials where the surface is high, the same shall be suitably trimmed while taking care that the material below is not disturbed due to this operation. However where the surface is low, the same shall be corrected as described herein below.

For cement treated material, when the time elapsed between detection of irregularity and the time of mixing of the material is less than 2 hours, the surface shall be scarified to a dept of 50 mm supplemented with freshly mixed materials & 3 necessary and recomputed to the relevant specification. When this time is more than 2 hours, the full depth of the layer shall be removed from the pavement and replaced with fresh material to Specification. This shall also apply to lime treated material except that the time criterion shall be 3 hours instead of 2 hours.

**iv) Water Bound Macadam / Wet Mix Macadam Sub – base / Base:** Where the surface is high or low, the top 75 mm shall be scarified, reshaped with added material as necessary and re – compacted to Clause 404. This shall also apply to wet mix macadam to Clause 406.

**v) Bituminous Constructions : -** For bituminous construction other than wearing course, where the surface is low, the deficiency shall be wearing corrected by adding fresh material over a suitable tack coat if needed and re – compacting to specifications. Where the surface is high, the full depth of the layer shall be removed and replaced with fresh material and compacted to specifications.

For wearing course, where the surface is high or low, the full depth of the layer shall be removed removed and replaced with fresh material and compacted to specifications. In all cases where the removal and replacement of a bituminous layer is involved, the area treated shall not be less than 5m in length and not less than 3.5 m in width.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**vi) Dry Lean Concrete Sub – base / Rolled Cement Concrete:** The defective length of the course shall be removed to full depth and replaced with material confirming to Clauses 601 or 603, as applicable. The area treated shall be at 3 m long. Not less than 1 lane wide and extend to layer below shall be corrected by leveling, watering and compacting.

**vii) Cement concrete pavement:** The defective areas having surface irregularity exceeding 3 mm but not greater than 6 mm may be rectified by bump cutting or scrubbling or grinding using approved equipment. When required by the Engineer, areas which have been reduced in level by the above operation (s) shall be re – textured in an approved manner either by cutting grooves ( 5 mm deep ) or roughening the surface by hacking the surface. If high areas in excess 6 mm or low areas in excess of 3 mm occur, exceeding the permitted numbers and if the Contractor cannot rectify, the slab shall be demolished and reconstructed at the Contractor's expense and in no case the area removed shall be less than the full width of the lane in which the irregularity occurs and full length of the slab.

If deemed necessary by the Engineer, any section of the slab which deviates from the specified levels and tolerance shall be demolished and reconstructed at the contractors' expense.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

## **Clause 112**

### **ARRANGEMENT FOR TRAFFIC DURING CONSTRUCTION**

#### **112.1. General**

The Contractor shall at all times carry out work on the highway in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing highway, the Contractor shall, in accordance with the directives of the Engineer, provide and maintain, during execution of the work, a passage for traffic either along a part of the existing carriage – way under improvement, or along a temporary diversion constructed close to the highway. The Contractor shall take prior approval of the Engineer regarding traffic arrangements during construction.

#### **112.2 Passage of Traffic along a part of the Existing Carriage – way under Improvement**

For widening / strengthening existing carriage - way where part width of the existing carriage – way is proposed to be used for passage of traffics, treated shoulders shall be provided on the side on which work is not in progress. The treatment to the shoulder consist of providing at least 150 mm thick granular base course covered with bituminous surface dressing in a width of at least 1.5 m and the surface shall be maintained throughout the period during which traffic uses the same to the satisfaction of the Engineer. The continuous length in which such place. However, where work is allowed by the Engineer in longer stretches passing places at least 20 m long with additional paved width of 2.5 m shall be provide at every 0.5 km interval.

In case of widening exiting two – lane, to four – lane, the additional two lanes would be constructed first and the traffic diverted to it and only thereafter the required treatment to the existing carriage – way would be carried out. However, in case where on the request of the – Contractor, work on existing two – lane carriage –

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

way as allowed by the Engineer with traffic using part of the existing carriage – way, stipulations as in Para above shall apply.

After obtaining permission of the Engineer, the treated shoulder, shall be dismantled, the debris disposed of and the area cleared as per the direction of the Engineer.

#### **112.2. Passage of Traffic along a Temporary Diversion**

In stretches where it is not possible to pass the traffic on part width of the carriage – way, a temporary diversion shall be constructed with 7 m carriage – way and 2.5 m earthen shoulders on each side (total width of roadway 12 m ) with the following provision for road crust in the 7 m width :

- (i) 200 mm ( compacted ) granular sub – base ;
- (ii) 225 mm ( compacted ) granular sub – base course ; and
- (iii) Premix carpet with Seal Coat / Mix seal surfacing.

The alignment and longitudinal section of diversion including junctions and temporary cross drainage provision shall be as approved by the Engineer.

#### **112.3. Traffic Safety and Control**

The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as may be required by the Engineer for the information and protection of, traffic approaching for passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Engineer.

The barricades erected on either side of the carriageway / portion of the carriageway closed to traffic, shall be of strong design to resist violation, and painted with alternate black and white stripes. Red lanterns or warning lights of similar type, shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

At the points where traffic is to deviate from its normal path (whether on temporary diversion or part width of the carriageway) the channel for traffic shall be clearly marked with the aid of pavement markings, painted drums or a similar device to the directions of the Engineer. At night the passage shall be delineated with lanterns or other suitable light source.

One – way traffic operation shall be establish whenever the traffic is to be passed over part of the carriageway inadequate for two-lane traffic. This shall be done with the help of temporary traffic signals or flagmen kept positioned on opposite during all hours. For regulation of traffic, the flagmen shall be equipped with red and green flags and lanterns / lights.

On both sides, suitable regulatory / warning signs as approved by the Engineer shall be installed for the guidance of road users. On each approach, at least two signs shall be put up, one close to the point where transition of carriageway begins and the other 120 m away. The sings shall be of approved design and of refractory type, if so directed by the Engineer.

**112.5. Maintenance of Diversions and Traffic Control Devices**

Sings, lights, barriers and other traffic control devices, as well as the riding surface of diversions shall be maintained in a satisfactory condition till such time they are required as directed by the Engineer. The temporary traveled way shall be kept free of dust by frequent applications of water, if necessary.

**112.6. Measurements for payment and Rate :-**

All arrangements for traffic during construction including provision of temporary cross drainage structures if required and treated shoulder as described in Clause 112.2 including their maintenance, dismantling shall be considered as including to the works and shall be responsibility.

The construction of temporary diversion including temporary cross drainage structures as described in Clause 122.3 shall be measured in linear meter and the unit Contract rate shall be inclusive of full compensation ( including supply of material, labour, tools etc) maintenance, final dismantling and disposal.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

**CONTRACT DRAWINGS:**

The Contract drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should Visualize the nature or type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due considerations of the complexities of work involved during actual execution / consideration as experienced in the field.

The tendered rates / price for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, contractor is to provide in accordance with the contract.

**DOCUMENTATION:**

If so ordered by the Engineer – in – charge, the contractor will prepared drawings of the work at constructed and will supply original and three copies to the Engineer who will verify and certify these drawings.

Final and constructed drawings shall then be prepared by the Contractor and applied in triplicate along with a micro-film of the same to the Engineer for record and reference purpose at the contractors cost.

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*



*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

	SCHEDULE B				
	Name of Work :- Construction of W.B.M. road, BUSG & 25mm thick open graded carpet road from <b>Shri. Nana Naik house To Shri. Abhijit Jankar house</b> in Prabhad No.3 for P.M.C. Phaltan.				
			(DSR 2014.2015)		
Item No	Qty	Description of Item	Rate in Rs.	Per Unit	Total Amount
1	75.00	Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting with Intelligent Compactor with compaction analyzer and V-Net attachment. to the required density. By Manual Means Grading I a) (Using Screening Crushable type such as Moorum or Gravel) Spec. No.: MORTH - 404 (80 B ii b /23 MORTH 404)	1691.37	cum	126852.75

Contractor

No.of Corrections

Chief Officer

M.C.Phaltan

2	37.50	Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting with Intelligent Compactor with compaction analyzer and V-Net attachment. to the required density. By Mechanical Means Grading II b) (Using Screening Type B (11.2 mm Aggregate) Spec. No.: MORTH - 404 ( 80B iii b / 23 MORTH 404)	1859.07	cum	69715.13
3	500.00	Buit -Up- Spray Grount (Providing, Laying and rolling of built -up-spray grount layer over prepared base consisting of a two layet composite construction of compact crushed coarse aggregates using motor grader for aggregates, key stone chips spreader may be used with application of bitminous binder after each layar and with key aggregates placed on top of the second layer to serve as a Base conforming to the line, grades and cross-section specified the compacticted layer thickness being 75 mm) Using 60/70 bulk Specifications : MORT&H 506	354.85	sqm	177425.00

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

4	500.00	Providing, laying and rolling of open graded premix surface of 25 mm thickness composed of 20 mm to 5.6 mm aggregates either using penetration grade and level to serve as wearing course on a previously prepared base, including mixing in a suitable plant, laying and rolling with a smooth wheeled roller 8-10 tonne capacity, finished to required level and grades including Providing and laying seal coat sealing the voids in a bituminous surface using Type A seal coat	291.75	sqm	145875.00
	Total :				<b>519867.88</b>
					<b>519867.00</b>

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

*Contractor*

*No.of Corrections*

*Chief Officer*

*M.C.Phaltan*

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*No.of Corrections*

*Chief Officer*

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