

## **CERTIFICATE**

Certified that I have gone through the form of work”**Construction of Primary Helth Center Building at Nandavi, Taluka-Mangaon, District- Raigad**” and verified each correction being locally printed and amendment from time to time have been in – corporate.

**Asstt. Account Officer,  
Works Department,  
Raigad Zilla parishad,Alibag.**

**Name of work : Construction of Primary Health Center Building at Nandavi  
Ta:Mangaon District Raigad**

## **INDEX**

No.	DESCRIPTION	FROM	TO
1.	General Information of contract.		
2.	Brief Tender Notice.		
3.	Detailed Tender Notice including Qualification Criteria.		
4.	Work and site Condition & Method & sequence of execution.		
5.	Agreement Form B-1.		
6.	Additional condition / instructions to the tenderer.		
7.	Quality Assurance And Maintenance.		
8.	Price Variation Clause		
9.	Scheduel "A"		
10.	Additional Conditions for Materials to be brought by Contractor.		
11.	Schedule "B" and Specification.		
12.	Model Form of Bank Guarantee Bond for Security Deposit.		
13.	Declaration of contractor.		
14.	Drawings		
15.	Bar Chart		

Issued to \_\_\_\_\_ Registered in \_\_\_\_\_ Class \_\_\_\_\_

As per D.R./T.R.No. \_\_\_\_\_ Dated : \_\_\_\_\_

**Assistant Accounts Officer  
Works Department,  
Raigad Zilla Parishad, Alibag**

Contractor

No. of Correction

Executive Engineer

**GOVERNMENT OF MAHARASHTRA**  
**RURAL DEVELOPMENT DEPARTMENT**

**ORIGINAL AGREEMENT NO.B-1/**

**Name of work : Construction of Primary Health Center Building at nandvi,  
Taluka- Mangaon, District Raigad.(Part-I )**

- 1) Name of Contractor : \_\_\_\_\_
- 2) Date of Receipt of Tender : **10-12--2009 to 18-12-2009 UPTO  
16.00 Hours.**
- 3) No. & Date of Work Order : \_\_\_\_\_
- 4) Amount put to Tender : Rupees:-59,67,755.00
- 5) Percentage Quoted. : \_\_\_\_\_
- 6) Amount of Contract : \_\_\_\_\_
- 7) Date of Commencement : \_\_\_\_\_
- 8) Time stipulated for completion of work **12 Calender Months** (including Mansoon Peirod) from the date of written order to start work, which will include the monsoon period.
- 9) Date of Completion as per Agreement : \_\_\_\_\_
- 10) Acutual Date of Completion : \_\_\_\_\_
- 11) Reference to Sanction of Extension of time :
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

Certified that this original Agreement contains

Pages 1 to \_\_\_\_\_

Fly Leaves \_\_\_\_\_Nos.

Drawings\_\_\_\_\_Nos.

Contractor

No. of Correction

Executive Engineer

## DETAILS OF WORK

**Name of work :** Construction of Primary Health Center Building at nandvi ,Taluka- Mangaon, District Raigad.(Part-I )

Estimated Cost put to tender **Rs. 59,67,755.00/-**

Earnest Money **Rs.59,717.00/-**only.

Term Deposit Receipt of Schedule Bank/ State Bank/Challan or Valid E.M.D. Exemption Certificate duly attested should be attached to the Tender at the time of submission. 4 (Four)% total Security Deposit Rupees 2,38,710.00/- (50% in cash at the time of Agreement and 50% from R.A.bills) Time Stipulated for completion is **12 Calender Months** (including mansoon period) which will include the monsoon period.

Cost of Blank Tender Form : **Rs. 5000/-** (Postage will be Rs. 500/- extra for inland if required by post)

Date of Issue of Blank Tender Forms : **26/11/2009 to 10/12/2009at 17.00 Hrs.**  
(in the office of the Executive Engineer,R.Z.P. Alibag.)

Date of Pre-Bid: --  
(in the Office of the Additional Chief Executive Officer, Raigad Zilla Parishad, Alibag-Raigad

Date of Receipt of Tender : **10/12/-2009- to18/12/2009 upto 16.00 Hours at Agriculture Deptt.&C.E.O. & Add. C.E.O. office.**  
**Zilla Parishad, Raigad - Alibag**

Registration Class of Contractor : **IV--and Above**

### TO BE FILLED BY THE CONTRACTOR

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

**Name and signature of Contractor/**

**Power of Attorney holder**

**With complete address.**

Contractor

No. of Correction

Executive Engineer

**GOVERNMENT OF MAHARASHTRA**

Contractor

No. of Correction

Executive Engineer

## Rural Development Department

# DETAILED TENDER NOTICE

## NOTICE TO CONTRACTORS

### SEALED TENDERS FOR WORK OF

**Name of work : Construction of P.H.C. Building at Nandavi, Taluka-Mangain, District Raigad.**

In B-1 form are invited by the Chief Executive Officer, Raigad Zilla Parishad, Alibag-Raigad from the Registered Contractors of eligible class of **IV- and Above** of the Public Works Department and Irrigation Department, Rural Development Department of Maharashtra State, for the work shown on Page No..... estimated to cost noted against the work. The tenders in sealed covers addressed to the **Chief Executive Officer, Raigad Zilla Parishad, Alibag-Raigad** with the name of the work written at the top of the envelope will be received on **18-12-2009 upto 16.00 Hrs. (S.T.)** in the **Agricultural Department, Raigad Zilla Parishad, Alibag-Raigad** and will be opened on the same day, if possible, in presence of any Tenderer or their authorised agents who may choose to be present.

### TENDERING PROCEDURE.

#### **1.1 A Blank Tender Forms.**

Blank Tender Forms can be purchased from the office as stipulated in the Tender Notice.

#### **1.2 B PRE-TENDER CONFERENCE**

1.2.1 Pre-tender conference open to all prospective tenderers who have purchased tender form before the date of Pre-tender Conference, will be held at **ALIBAG** on **2/12/2009 at 15.00 hrs** in the office of the Additional Chief Executive officer, Raigad **Zilla Parashid** wherein prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions.

1.2.2 The Prospective Tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will given by the Chief Executive officer Raigad Zilla Parishad, in writing and this clarification referred to as common set of conditions/ deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all Tenderers. The point/points if any, raised in writing and/or verbally by the contractor in pre tender conference and not finding place in C.S.D. issued after the pre bid conference, is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondance shall be made thereafter with the contractor.

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

1.2.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive.

**1.3 Manner of Submission of tender and its accompaniments :**

The tenderer shall submit the tender and documents in two sealed envelopes as below

**1.4 ENVELOPE NO. 1 (Documents)**

The first envelope clearly marked as “Envelope No.1” shall contain the following documents :

- 1.4.1 **Demand Draft of Rupees 59,717.00/-** in the name of **Chief Account and Finance Officer, Raigad Zilla Parishad Alibag** of any Scheduled Bank for the amount of earnest money, or certificate of exemption for payment of earnest money of the value of Rupees 59,717.00 if applicable (true copy attested by a Gazetted Officer)
- 1.4.2 Valid Certificate as a Registered Contractor with the Government of Maharashtra in appropriate class as may be applicable in original or attested copy thereof. (Attested by a Gazetted Officer)
- 1.4.3 Sales Tax Registration Certificate in Form II, Rule, 4(1) as provided by Maharashtra State, Sales Tax Act. (Maharashtra Act No. XXVI of 1989. The Maharashtra Sales Tax on transfer of property in Goods involved in execution of work contract (Re-enacted Act. 1989) from the Sales Tax Department of Maharashtra State. (In original or a copy duly attested by a Gazetted Officer.) / Registration & VAT Certificate.
- 1.4.4 The list of Machinery and plants immediately available with the tenderer for use on this work and list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed to be procured. Good quality centering plates of main plywood and sand washing machine must be available with the contractor.
- 1.4.5 Proof of appointment of employees including technical personnel by way of valid Professional Tax Registration Certificate in form PTR/under section (i) of section 5 of Maharashtra Sales Tax on Profession, Trade, Callings and employment Act, 1975, rule 3(2) from the Professional Tax Officer of the concerned District in Maharashtra. The Professional Tax Clearance Certificate Certifying that he has cleared all the dues pertaining to Professional Tax upto date in respect of the members of the staff working with company including list of Employees duly signed by Professional Tax Officer shall be enclosed.

**USE OF SPECIALISED MACHINERY**

~~For carrying out asphaltting items of the work use of specialized machinery as per latest M.O.R.T and H standards such as drum mix type hot mix plant electronically controlled sensor paver finisher, vibratory roller, Bozer, Truck, Tipper etc. 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 on the work, it is necessary for the contractor to submit the details of such machinery in Envelope No. 1 in the format given on the page No. ----- to ----- . Statement No. 2 A and 2 B.~~

~~In addition to this machinery, specialized for carrying out earthwork item such as earth excavator and loader and for concreting item batch type concrete mixer, mechanically operated needle vibrator, steel centering plates in adequate numbers, adjustable telescope steel centering posts, formwork, shuttering material, electrically operated grinder for cleaning centering plates etc. is also obligatory.~~

~~It is necessary for contractor to submit the details of such machinery in Envelope No. 1 in the format given on Page No. ----- Statement No. 2 C.~~

~~The details of Machinery as above, supplied in Envelope No. 1 shall be verified by the Department. If required by physical verification of machinery owned by the contractor by visiting sites contractor should produce sufficient documentary evidence in support of having owned the obligatory machinery, whenever required by department. The data is of these specialised machinery required to be owned/hired and as per M.O.R.T. and H. direction used on the work are given on page No. ----- to ----- (Statement No. 2 A, 2 B) of N.I.T. in case during physical verification of these details supplied by the bidder. If it is found that the machinery is not meeting with the requirements of the department, his tender in Envelope No. 2 will not be considered for opening for this purpose. Contractor shall give information in proforma of statement No.2 A, 2 B (page No. ----- to -----) enclosed. The proforma of the statement shall not be altered by contractor in any manner/ease).~~

This information shall be given by the contractor in daly signed by him Envelope No. 1 correctly and completely other wise his Envelope No. 2 will not be opened.

1.4.7 Details of work done during last three years with the value of work unfinished  
(Information to be given in Statement No.1 on Page No.18)

1.4.8 Details of work of similar type and magnitude carried out by the Contractor.  
(Information to be given in proforma of Statement 2 on page 19)

The Certificates should be signed by the Authority with whom the contractor has executed the work.

**In absence of the details of similar nature and magnitude work the Envelope No.2 will not be opened.**

1.4.9 Details of list of works in hand and works tendered for  
(information to be given in proforma of Statement 3 on Page 23)

1.4.10 Details of Technical Personnel on the rolls of the tenderer.  
(information to be given in proforma of Statement 4 on Page 24)

1.4.11 Details of work of Building construction done in last three years.  
(Information to be given in proforma of statement No.6 on page 26)

1.4.12 Abstract of work done in all classes of civil Engineering Construction work during last three years. (Information to be given in proforma of statement 5 on page 25)

1.4.12 Under taking of Contractor that he had studied all the tender documents conditions and specially work methodology.

1.4.13 Certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work. (True copy attested by a Gazetted Officer.)

- 1.4.14 Availability of Project manager having minimum qualification of B.E. (Civil) degree and with not less than five years experience or diploma in Civil Engineering with not less than eight years experience in construction of Similar work and two site engineers with B.E. (Civil) degree with minimum three years experience or diploma engineering with five years experience on works of similar nature and other key personal with adequate experience exclusively for this work as required (Statement No. 4 page .....)

Deleted

~~misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;~~

~~and/or~~

~~record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion of work, litigation history or financial failures etc.~~

#### 1.5 **ENVELOPE No.2 TENDER (FINANCIAL BID)**

The second envelope clearly marked as “Envelope No.2” shall contain only the main tender including the common set of conditions/deviation issued by the Department after the pre-tender Conference. A tender submitted without this would be considered as invalid.

The Tenderer should quote his offer duly signed in terms of percentage of estimated rates at the appropriate place of tender documents (Page No. -----) to be submitted only in Envelope No.2. He should not quote his offer any where directly or indirectly in Evelope No.1. The contractor shall quote for the work as per details given in the main tender and also based on the detail set of conditions issued/ Additional stipulations made by the Department as informed to him by a letter from Chief Executive Officer, Raigad Zilla Parishad after Pre-Tender Conference. His tender shall be unconditional.

1.6 **SUBMISSION OF TENDER :-**

The two sealed envelope No.1 and 2 shall be again put together in one common cover and sealed. This sealed cover shall be marked on the left hand top corner Tender for the work “**Construction of P.H.C. Building at Nandavi, Mangaon, District Raigad.**”

The full name and address of the tenderer and the name of the authorised agent delivering the sealed cover containing the tender shall be written on the bottom left hand corner. If submitted by post, the sealed envelope marked as above, shall be enclosed in another cover properly addressed and shall be sent by Registered Post Acknowledgment due/Courier service. The date and time for receipt of envelope Containing tender shall strictly apply in all cases. The tenderers should ensure that their tender is received by the **Executive Engineer, Raigad Zilla Parishad, Alibag, District Raigad** before the expiry of the date and time. No delays on account of any cause will be entertained for the late receipt of tender. Tender offered or received after the stipulated date and time is over, will either not be accepted or if inadvertently accepted, will not be opened and shall be returned to the tenderer unopened.

1.7 **OPENING OF TENDERS :**

1.7.(i) On the date, specified in the Tender Notice, following procedure will be adopted for opening of the Tender.

**ENVELOPE NO. 1 :- (Documents)**

First of all Envelope No.1 of the tender will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's Envelope No.2 will not be considered for further action and the same will be recorded.

**ENVELOPE NO. 2 :- (Financial Bid)**

a) This envelope shall be opened immediately after opening of **Envelope No.1**, only if contents of Envelope No.1 are found to be acceptable to the Department, The tenderer rate in Schedule 'B' or percentage above/below the **Estimated** rates shall then be read out.

**1.8 EARNEST MONEY :**

As per enclosed statement Earnest Money should be paid in the State Bank of Hyderabad/State Bank of India or Reserve Bank of India or any Government Treasury under the Head “8782 I. Remittance Cash Remittance into treasury” and the receipted challan should be enclosed with the tender. **Earnest money in the form of Demand draft in the name of Chief account and Finance officer, Raigad Zilla Parishad will be accepted.** Earnest money in the form of cheque or cash will not be accepted. Earnest money will be accepted in the form of certificate of exemption for payment of Earnest Money, or Term Deposit receipts valid for a period of one year (separately for each work) from the last date of submission of tender forms, issued by schedule Bank and endorsed in the name of the **Chief account and Finance officer, Raigad Zilla Parishad** The earnest money will be refunded in due course in case of tenderers whose tenders are not accepted. In case of successful tenderer the Earnest money will be refunded after recovering initial security deposit and completion of contract documents by the Tenderer. The amount of Earnest Money will be forfeited to Government in case the successful contractor does not pay the amount of initial security deposit within specified time limit. Earnest Money Exemption Certificate shall not be accepted in lieu of Earnest Money indicated elsewhere in the N.I.T. except in case of those bidders who have obtained Earnest Money exemption certificate after payment of **Rupees 1.50 Lakhs** to their Registration authorities after issuance of Government Resolution CAT-1096/CR-172/Bldg-2 Dated 20/4/98.

**1.9 SECURITY DEPOSIT :**

The successful tenderer shall have to pay half the security deposit in approved security form (preferably in the form of National Saving Certificate) or in cash or in the form of Bank Guarantee (in the form as prescribed by Government) from any Schedule Bank and balance Security Deposit will be recoverable through the bills at the percentage as shown in item(s) of the Memorandum in printed B-1 form or as may be decided by the Executive Engineer 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.

The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere. Fifty percent of the security deposit will have to be deposited within ten days (including Government holidays) of the acceptance of the tender and the remaining fifty percent will be recovered from the Running Bills at the rate as specified in the tender form, 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 4% of the cost of work, worked out as per D.S.R.2005-2006 for the respective District. Initial Security Deposit may be in Bank Guarantee form in format on Page 130 to 132 of tender document for full period of completion of work and it should be extendable upto expiry of valid extension if any, as directed by Engineer in charge.

**1.10 ISSUE OF FORMS :**

Information regarding contract as well as blank tender forms can be obtained on payment of cost as detailed in the N.I.T. from the **Agricultural Department, Raigad Zilla Parishad, Alibag, District Raigad , Chief and Add. Chief executive officer's office**, during office hours on working days on application. For blank tender forms, the contractor shall attach a copy of registration in proof of his being a register contractor of appropriate class valid on the date of tender without which the forms will not be issued.

**1.11 TIME LIMIT :**

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

**1.12 TENDER RATE :**

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

**1.13 TENDER UNITS :**

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

**1.14 CORRECTION :**

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

**1.15 TENDER'S ACCEPTANCE :**

Acceptance of tender will rest with the **Competent Authority of Zilla Parashid Raigad** who reserves the right to reject any or all tenders without assigning any reason therefor. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 10 days of being notified to do so. In case failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

**1.16 CONDITIONAL TENDER :**

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

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

**1.17** (b) The data whatsoever supplied by the Department alongwith the tender document are meant to serve only as guide to the tenderes while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data for their comprehensiveness.

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

**1.18 POWER OF ATTORNEY :**

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

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

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

**1.21** Due to non availability of foreign exchange, no foreign exchange will be released by the Department for the purchase of plants and Machinery for the work by the Contractor.

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

**1.23** All pages of tender documents, conditions, specifications, corrections slips etc. shall be initialled by the tenderer. The tender should bear full signature of the tenderer, or his authorised power of Attorney holder in case of firm.

**1.24** The Income Tax @ 2.10% including surcharges or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

**1.25** The successful tenderer will be required to produce to the satisfaction of the specified concerned authority a valid concurrent licence issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. One failure to do so the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

**1.26** List of apprentices engaged by the Contractor under Apprentice Act.

**1.27** **VALIDITY PERIOD :**

The offer shall remain open for acceptance for minimum period of **90** days from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due (ref. to memorandum on Pages .....of B-1 Form Chapter).

## STATEMENT NO. – 1

### STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING CONSTRUCTION WORK DURING LAST THREE YEARS.

NAME OF CONTRACTOR :-

Sr. No.	Name of the Work	Amount Put to Tender / Tendered Cost. (Rupees In Lakhs)	Agreement No.	Date of Commencement	Amount of work done during each of last three years (Rs. in Lakhs)			Amount of work still remaining to be executed 2008-2009	Remarks
					05-06	06-07	07-08		
1	2	3	4	5	6	7	8	9	10
<b>SAMPLE FORM</b>									

Outward No. and Date of Certificate issuing authority.  
Engr./D.A.O.

Ex. Engineer/Dy. EX.

## STATEMENT NO. – 2

### DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY CONTRACTOR

NAME OF CONTRACTOR :-

Sr. No.	Name of the work	Name and Address of the organization for whom the work was done.	Place and country	Agreement No.	Date of Commencement	Tendered Cost. (Rupees In Lakh)	Total Cost of Work done (Rupees in Lakhs)	Date of Completion	Principle Features in brief.
1	2	3	4	5	6	7	8	9	10
<b>SAMPLE FORM</b>									

Note : This is only a standard form Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in envelope-1.

Contractor

No. of Correction

Executive Engineer

## ~~STATEMENT NO. 2 'A'~~

### ~~(TO BE INCLUDED IN ENVELOPE NO. 1)~~

~~(Applicable for works for which use of Specilised machinery's  
for concreting / asphaltting is specified)~~

~~Proforma for information regarding availability of machinery required for this work.  
(Ref 1.4.6 Page .....) is given below ..~~

~~I] Documentary evidence regarding ownership or hire of following  
machineries required:~~

~~II] Contractor should produce documentary proof regarding ownership or  
hire of following machineries:~~

<del>Type of machine</del>	<del>Number of Units</del>	<del>Names of works on which deployed at present</del>	<del>Location</del>	<del>Output in tonnes of mix per day.</del>	<del>Quantity in tonnes of hot mix balance for execution on works in hand. (it should indicate the Qty. of B.M./B.C./ S.D.B.C./ Bit. Carpet yet to be completed at the time of submission of Tender.</del>
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~~The complete information in above proforma shall be submitted by  
Contractor in Envelope in envelope No.1. This information is a "MUST"~~

- ~~1. MODERN DRUM MIX PLANT conforming to clause 504.3.4 of M.O.R.T. & H.  
specification (Forth Revision 2001)  
(The Contractor must own or hire Modern Drum Mix Plant of 30/40 Tonne minimum  
capacity.)~~
- ~~2. VIBRATORY TANDEM ROLLER OF 8 TO 10 TONNE STATIC WEIGHT with  
amplitude and frequency of vibration desired for bituminous work. (The Contractor must  
own Vibratory Tandem Roller of 8 to 10 Tonne Static weight.)~~
- ~~3. Sensor Paver Finisher (with Electronic sensor device conforming to Clause 504.3.5 of  
M.O.R.T. & H specification of Forth Revision 2001) for exclusive use on this work and  
produce sufficient documentary evidence of ownership or hire.~~

~~(TO BE INCLUDED IN ENVELOPE NO.1)~~

~~**STATEMENT NO.2 'B' SHOWING DETAILS OF DRUM MIX PLANT  
REQUIRED FOR THIS WORK**~~

~~Details of Drum Mix Plant available with the tenderer for this work.~~

~~Drum mix Plants Capacity. \_\_\_\_\_ : \_\_\_\_\_ Tonnes/ hour.  
Name of Manufacturer. \_\_\_\_\_ :  
Date of Purchase. \_\_\_\_\_ :  
Present location. \_\_\_\_\_ :  
Name of work on which deployed. \_\_\_\_\_ :  
Name and address of Engineer in charge. \_\_\_\_\_ :  
Anticipated date of completion of work on \_\_\_\_\_ :  
which deployed.~~

~~**STATEMENT SHOWING DETAILS OF PAVER FINISHER  
REQUIRED FOR THIS WORK**~~

~~Details of paver finisher available with the tenderer for this work.~~

~~Paver Finisher \_\_\_\_\_ :  
Name of Manufacturer. \_\_\_\_\_ :  
Date of Purchase. \_\_\_\_\_ :  
Present Location. \_\_\_\_\_ :  
Name of work on which deployed \_\_\_\_\_ :  
Name and address of Engineer in charge. \_\_\_\_\_ :  
Anticipated date of completion of work on \_\_\_\_\_ :  
which deployed.~~

~~**STATEMENT SHOWING DETAILS OF VIBRATORY ROLLER  
AVAILABLE WITH THE TENDERER REQUIRED FOR THIS WORK**~~

~~Details of Vibratory Roller available with the tenderer for this work.~~

~~Vibratory Roller (Static weight) \_\_\_\_\_ :  
Name of Manufacturer. \_\_\_\_\_ :  
Date of Purchase. \_\_\_\_\_ :  
Present Location. \_\_\_\_\_ :  
Name of work on which deployed \_\_\_\_\_ :  
Name and address of Engineer in charge. \_\_\_\_\_ :  
Anticipated date of completion of work on \_\_\_\_\_ :  
which deployed.~~

~~\_\_\_\_\_ Technical details  
\_\_\_\_\_ D) Static weight~~

**~~STATEMENT NO. - 2~~**

**~~€~~**

**~~LIST OF MACHINERY AND PLANTS PROPOSED TO BE  
USED FOR CARRYING OUT CONCRETING WORK~~**

**~~NAME OF CONTRACTOR :-~~**

<b><del>Sr. No.</del></b>	<b><del>Type of Machinery</del></b>	<b><del>No. of Units</del></b>	<b><del>Name of work on which deployed</del></b>	<b><del>location</del></b>	<b><del>Output/ Capacity</del></b>	<b><del>Quantity of concrete / Earth work balance for excavation on work in hand (It should indicate quantity of concrete yet to be completed at the time of submission of Tender)</del></b>
<b><del>1</del></b>	<b><del>2</del></b>	<b><del>3</del></b>	<b><del>4</del></b>	<b><del>5</del></b>	<b><del>6</del></b>	<b><del>7</del></b>
<b><del>SAMPLE FORM</del></b>						

**~~Note :- This is only a standard form Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in envelope 1.~~**

Contractor

No. of Correction

Executive Engineer

## STATEMENT NO. – 3

### DETAILS OF LIST OF WORKS IN HAND AND WORKS TENDERED FOR AS ON \_\_\_\_\_

NAME OF THE CONTRACTOR :

#### (I) WORKS IN HAND

Sr. No.	Name of the Work	Agreement No.	Tendered Amount (Rs. In Lakhs)	Date of Commencement	Stipulated Date of Completion	Value of work already done (Rs. in Lakhs)	Value of balance work	Probable Date of Completion	Remarks
1	2	3	4	5	6	7	8	9	10
<b>SAMPLE FORM</b>									

#### (II) WORKS TENDERED FOR

Sr. No.	Name of Work	Name and Address of Client	Tendered Amount (Rs. in Lakhs)	Time Limit	Probable Date when decision is expected	Other relevant details if any.
1	2	3	4	5	6	7
<b>SAMPLE FORM</b>						

Note : This is only a standard from Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in envelope-1.

Contractor

No. of Correction

Executive Engineer

**STATEMENT NO. – 4**

**STATEMENT SHOWING TECHNICAL PERSONNEL AVAILABLE WITH CONTRACTOR WHICH CAN BE SPARED EXCLUSIVELY FOR THIS WORK.**

NAME OF THE CONTRACTOR :

<b>Sr. No.</b>	<b>Designation</b>	<b>Name</b>	<b>Qualification</b>	<b>Professional Experience of work carried</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>SAMPLE FORM</b>					

**Note :** This is only a standard form. Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in envelope-1.

Contractor

No. of Correction

Executive Engineer

## STATEMENT NO. – 5

### STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING CONSTRUCTION WORK DURING LAST THREE YEARS

NAME OF THE CONTRACTOR :

Sr. No.	Name of Division	Total Amount Put to tender / tendered cost (Rs. in Lakhs)	Total No. of Agreements	Amount of work done during each of last three years (Rupees in Lakhs)			Total Amount of work still remaining to be executed Rs. in Lakhs	Remarks
				05-06	06-07	07-08		
1	2	3	4	5	6	7	8	9
<b>SAMPLE FORM</b>								

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Executive Engineer

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
D. A. O.

## STATEMENT NO. – 6

### STATEMENT SHOWING WORK OF BUILDING CONSTRUCTION DONE IN LAST THREE YEARS

NAME OF THE CONTRACTOR :

Sr. No.	Name of the Work	Amount Put to tender / tendered cost (Rs. in Lakhs)	Agreement No.	Date of Commencement	Amount of work done during each of last three years (Rupees In Lakhs)			Total Amount of work still remaining to be executed (Rs. in Lakhs)
					2005-06	2006-07	2007-08	
1	2	3	4	5	6	7	8	9
<b>SAMPLE FORM</b>								

**Grand Total :--**

Outward No. and Date of Certificate issuing authority.  
Engr./D.A.O.

Ex. Engineer/Dy. EX.

Contractor

No. of Correction

Executive Engineer

**Rs. 50/ Stamp Paper**

**A G R E E M E N T**

This Agreement made on ...../...../200 at  
..... between M/s.  
..... having its  
office at .....  
(herein referred to party of the first part)

Where as the party of the second part is desirous to take various works of Road Construction through contract with Public Works Department. Governement of Maharashtra and the party of the first part is having its Drum Mix Plant/Sensor Paver Finisher with Electronic Sensing Device to operate Asphalt work as per Government Specifications.

First part of the party and second part of the party have agreed to have Mutual agreement that in the event of any asphalt work required to be carried out in the work of **“Construction of P.H.C. Building at Nandavi, Tal Mangaon, District Raigad”** by the second part of the party, the first part of the party shall make their Drum Mix Plant/Sensor Paver Finisher with Electronic Sensing Device confirming to Ministry of Road & Highways, Specification. Fourth Revision, 2001 available for inspection, referred now in para 1.4.8 of this tender document and then provide the same approved after inspection, available to carry out laying of asphalt work enterusted to the second part of the party (as per the specification laid down in the contract) on mutually agreed terms for this contract.

The Agreement is valid for the actual period of physical completion of the said work for which this Agreement is made.

In witness whereof, the lparties have executed this Agreement.

WITNESS 1) .....  
2) ..... Signature of First Party.

WITNESS 1) .....  
2) ..... Signature of Second Party.

Contractor

No. of Correction

Executive Engineer

100 Rupees Bond

नमुना सत्यप्रतिज्ञा लेख

सत्यप्रतिज्ञालेख ( Affidavit)

मी

वय वर्षे राहणार या सत्यप्रतिज्ञालेखाद्वारे लिहून देतो  
की, मी या फर्मचा  
/ कंपनीचा प्रोप्रायटर असून Construction of P.H.C. Building at  
Nandavi, Taluka Mangaon, District Raigad. या कामासाठी निविदा सादर  
केली आहे त्या निविदेच्या Envelope No.1 मध्ये जी कागदपत्रे सादर केली आहेत ती  
खरी, बरोबर व पूर्ण आहेत, त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत, असे शपथपूर्वक  
मान्य करत आहे. या कागदपत्रांमध्ये कांही चुकीची, दिशाभूल करणारी, खोटी तसेच  
अपूर्ण माहिती आढळल्यास मी कायदेशीर कार्यवाहीस पात्र आहे व राहीन.

कंत्राटदाराची सही

Name of Work : Construction of P.H.C. Building at  
Contractor No. of Correction Executive Engineer

## **Nandavi,Taluka-Mangaon,District Raigad.**

### **1 SCOPE OF THE WORK AND SITE CONDITIONS**

The proposed building work is located in Nandavi village, Taluka-Mangaon, District Raigad. Nandavi Village is connected to Mumbai by NH 17,Mumbai is 180 Km away from Nandavi.

#### **Scope of Work :**

P.H.C. Building at Nandvi consists with RCC framed structure B.B Masonry wall and cement mortar plaster for walls. The work is also includes Doors, Window flooring Dado Skirting and all sanitary and plumbing items. The building is having only ground floor.

#### **Availability of Materials ...**

The Basic materials required for Building work such Bricks are available Tiles, Timber etc. are available markets at Goregaon and sand is available at Ambet village.

#### **Climatic Condition :**

The average rainfall in this area is about 3000 m.m. the climate is hot and dry. The work lies in seismic zone IV and severe climatic conditions.

The work is to be carried out as per Std. specification mentioned in the red book or relevant I.S. codes and specification mention in Tender.

**Name of Work : Construction of P.H.C. At Nandavi, Taluka –Mangaon, District Raigad.**

**METHOD OF EXECUTION**  
(GENERAL GUIDELINES)

- 1** Necessary traffic safety arrangement and diversion for traffic if necessary shall be made by the contractor.
- 2** At the on site of work the information board of size 1.2 x 1.8 m describing “Work in progress Go slow” should be erected at the starting point and end point of work. The board should be maintained properly till the completion of work.
- 3** Working staff of contractor working on building site shall be provided with reflective safety jackets & helmets. The contractor at his own cost shall provide such safely jackets & helmets. to P.W.D. staff working on site
- 4** The contractor must deploy one Junior Engineer for earth work and for building supervision.
- 5** The contractor shall have to maintain all Quality Control Registers and materials registers at site and on plant as required & directed by Engineer in charge.
- 6** While doing building work foundation approval from competent Authority is necessary.
- 7** For concrete work having grade M-15, M-20, M-25, Mix Design is compulsory to contractor before execution of work and the same should be taken from nearest V. &Q.C. Laboratory and got approved from competent Authority.

- 8** For building like piers, abutments, returns steel props, steel plates, Trussed shall be used.
- 9** Before casting slab work (M-20 grade) the centering erection should be got approved by the competent Authority.
- 10** The building concrete works curing should be done properly.
- 11** Test results of materials should be brought by contractor and submit to department before spreading of material. Test results should be taken as per frequency approved by PMGSY Laboratory, Alibag.

# FORM B-1

## PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

DEPARTMENT: RURAL DEVELOPMENT DEPARTMENT  
REGION : PUBLIC WORKS REGION, MUMBAI.  
CIRCLE : RAIGAD PUBLIC WORKS CIRCLE, NAVI MUMBAI.  
DIVISION : WORKS DIVISION, RAIGAD ZILLA PARISHAD, ALIBAG  
Name of work : Construction of P.H.C. Building at Nandavi, Taluka-  
Mangaon, District Raigad.

### General Rules and Directions for the Guidance of Contractors.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the **Executive Engineer, Raigad Zilla Parishad, Alibag.** This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specification, designs, drawings and estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of Executive Engineer during office hours.  
Where the works are proposed to be executed according to the specifications recommended to a contractor and approved by a competent authority on behalf of the Governor of Maharashtra, such specifications with designs and drawings shall form part of the accepted tender.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
2. (A) I) The contractor shall pay along with the tender the sum of **Rs.59,717.00/- (Rupees Fifty Nine thousand seven hundred seventeen only)** as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender the demand draft for the said amount, drawn on any Schedule Bank in favor of the Chief Account and Finance Officer Raigad Zilla Parishad. The said amount of earnest money shall not carry any interest what-so-ever.

(P.W. & H.Deptt. Corrigendum No.CAT-1073/16967-D-3 DT.14-5-76)

*\* Strike out which is not required.*

- 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.
- 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 security deposit, within 10 days from receipt of acceptance letter without prejudice to any other rights and powers of the Government, hereunder, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.
- IV) In the event of this tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under provisions of sub-clause (iii) above, be refunded to him on passing receipt therefor. (B.&C. Deptt. Resolution No.CAT-1272/44277-Q DT-3-3-73.)
3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firms by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates/Schedule rates shall be named. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions will be liable for rejection. No printed form of tender shall include a tender for more than one work but if contractor wishes to tender for two or more works, shall submit a separate tender for each. Tender shall have the name and numbers of the work to which they refer written outside the envelope.

5. The Chief Executive Officer, Raigad Zilla Parishad or his duly authorized Officer shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identifications, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected, the Divisional Officer shall authorize the Treasure Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment, alleged to have been made by a contractor in regard to any matter relating to this tender or the contract, shall be valid and binding on Government unless it is signed by the Chief account and Finance Officer, Raigad Zilla Parishad.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
9. All work shall be measured net by standard measure and according to the Rules and customs of the Public works Department and their rates shall be without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item in contract.

11. All corrections and additions or pasted slips should be initialed.
12. 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 methods 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.
13. The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remain to be executed in each case on the date of submitting the tender.
14. 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 Permanent Account Number Cards Zerox copy thereof duly attested by Gazetted Officer.
15. In view of the difficult position regarding the availability of foreign exchange, 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. (GCD/PWD/CFM/1058/62517 OF 26.5.1959)
16. The contractor will have to construct shed for storing controlled and valuable materials brought by Contractor at work site having double locking arrangement at Contractors cost. The materials will then be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the site of works.
17. The contractors shall also give a list of machinery in their possession and which they propose to use on the work.

Contractor

No. of Correction

Executive Engineer



2. I/We agree that this offer shall remain open for acceptance for a minimum period of **90** days from the date fixed for opening the same 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. “**Demand Draft No.** \_\_\_\_\_ **And date** \_\_\_\_\_ in respect of the sum of Rs.**59,717/-** in words Rs. **fifty nine thousands seven hundred seventeen** only 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 Government should I/We fail to (1) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (I) 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. I/We have secured exemption from payment of earnest money after executing the necessary bond in favor of the Government a true copy of which is enclosed herewith. Should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to (1) abide by the stipulations to keep the offer open for the period mentioned above or (2) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the Memorandum contained in paragraph 1 above within the time limit laid down in clause (I) of the annexed General Conditions of contract, the amount payable by me/us may, at the option of the Engineer be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other moneys which are due or payable to me/us by the Government under any other contract or transaction of any nature whatsoever or otherwise.

4. Should this tender be accepted I/We hereby agree to abide by and 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 Government the sums of money mentioned in the said conditions.

Contractor :-

**Signature of Contractor before submission of the tender.**

Address :-

Dated The Day of 20\_\_

(Witness) :- \$

**\$ Signature of witness to contractor's signature.**

Address :-

(Occupation) :-

The above tender is hereby accepted by me for and on  
Behalf of the Governor of Maharashtra.

Date day of 20\_\_ \* Executive Engineer

**\* Signature of the officer by whom accepted.**

## CONDITIONS OF CONTRACT

**Security  
deposit**

**PWD  
Resolution  
No. CAT-  
1087/  
CR-94/  
Bldg.-2  
Dt.14-6-89**

**Clause 1 :-** The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within 10 days of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) (Permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to \* **Four percent** percent of all moneys so payable such deductions to be held by Government by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as contemplated at above, then and in such case, if the sum so deposited shall not amount to **Four percent** of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of **Four percent** by deducting 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 Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

The security deposit will not be accepted in forms of insurance company bonds as per Government orders contained in No.CCM/PWD/4250 DATED 27-12-1956.

**Note** : - \* *This will be the same percentage as that in the tender at (e) on Page No. ....*

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over, only **50%** amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the Government shall be released after expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, the subject to provision of clause 17 and 20 hereof the amount of Security Deposit retained by Government shall be adjusted towards the excess cost incurred by the department on rectification work.

**Compensation  
for delay.**

**Clause 2 :-** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation on amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by tenderer for every day that the work remaining recommended or unfinished after proper dates. And further to ensure good progress execution of the work, the contractor shall be bound, in all cases in which time allowed for any work exceeds one month to complete.

25 % of the work in	=	$\frac{1}{3}$ rd of the time	} As indicated in barchart on page ----
50 % of the work in	=	$\frac{1}{2}$ of the time.	
100 % of the work in	=	12 Months	

Full work to be completed in **(12) Twelve** Months including Monsoon.

In the event of contractor failing to comply with this condition he shall be liable to pay as compensation and amount equal to 1% or such smaller amount as Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that due quantity, of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10% of estimated cost of the work as shown in the Tender.

- Note :**
- (1) Description of item is indicative only. For detailed description refer detailed wording of item in Schedule 'B'
  - (2) The levy of compensation for item/work indicated above shall cease on the day on which progress of item/ work is achieved in proportion of indicators mentioned in the above schedule
  - (3) The date of recording of measurement of the item shall be deemed to be the date of completion of that item.
  - (4) The Engineer in charge without prejudice to any other method of recovery deduct the amount of such compensation from any money in his hand due or which may become due to the contractor. The aggregate maximum compensation payable by the contractor under this clause shall be the maximum 10% (Ten Percent) of the estimated cost of the work. The deduction / payment of such compensation shall not relieve the contractor from his obligation to complete the work or from any other obligation and liability under the contract.

**Action when whole of security deposit is forfeited.**

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

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

- (B) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work expenditure incurred on tools and plant and charges on additional supervisory staff including the cost of work-charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineers to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (C) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted, out of his hands and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and at the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefor actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of 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 of excess shall be deducted from any money due to the contractor by Government under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however that the contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three course mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advance on account of, or with a view of the execution of the work or the performance of the contract.

**Action when the progress of any particular portion of the work is unsatisfactory.**

**Clause 4 :-** If the progress of any particular portion of the work is unsatisfactory, the Executive Engineer shall not-with-standing 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 have no claim for compensation, for any loss sustained by him owing to such action.

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

**Clause 5 :-** In any case in which any of the powers conferred upon the Executive Engineer by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non-exercised there of shall not constitute a waiving of any of the conditions hereof and such powers shall not-with-standing be exercisable in the event of any future case of default by the contractor for which under any 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 Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant materials and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the Contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, 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 Executive Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects ;and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

**Extension of time**

**Clause 6 :-** If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer, before the expiry of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer, may if in his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Chief Executive Officer in this matter shall be final.

Contractor

No. of Correction

Executive Engineer

**Final  
certificate**

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

**Payment on  
intermediate  
certificate to  
be regarded  
as advances.**

**Clause 8 :-** No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate 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 payment by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**Payment at reduced rate on account of Items of work not accepted as completed, to be at the discretion of the Engineer-in-charge.**

**Clause 9 :-** The rates for several items of works estimated to cost more than Rs.1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills.

**Bill to be submitted monthly.**

**Clause 10:-** A bill shall be submitted by the contractor each 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 measurements for the purpose of having the same verified; and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

**Bill to be on printed form.**

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

**Stores supplied by Government**

**Clause 12 :-** If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of (P.W.) Deptt. Store or if it required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to contractor under the contract, or otherwise from the security deposit, or the proceeds of the sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Public Works Departmental store, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage or damage to any such materials.

Contractor

No. of Correction

Executive Engineer

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

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

**Clause 13 :-** The contractor, shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The 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 drawing 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 drawing if required by him, shall be supplied at the rate of Rs.300/- per set of contract drawings and Rs.150/- per working drawing except where otherwise specified.

**Alternations in specifications and designs not to invalidate contracts.**

**Clause 14 :-** The Engineer-in-charge shall have power to make any alternations in, or additions to the original specifications, drawing, 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 connections which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rates is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division prevailing at the time when the extra items crop up or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the Schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly here in before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

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

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

Where, however, the work is to be executed according to the designs, drawing and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs drawings and specifications appended to the tender.

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

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

**Clause 15 :- (1)** If at any time after the execution of the contract documents, the Engineer shall for any reason what-so-ever (other than default on the part of contractor for which the Government is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

**CAT-1268/  
59382 -Q  
Dt. 14-3-74**

**(2)** Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice, the contract shall be deemed to have been discharge from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

(3) Where the Engineer requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension, provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor

CAT-1268/  
59382 DSK-II  
Dt. 22-2-78

(4) In the event of –

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

**-OR-**

- (III) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs, or instructions under clause 14(I) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% 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 account of the continued suspension or work or (III) notice under clause 15 (I) resulting in such curtailment, to produce to the Engineer, satisfactory documentary evidence that he had purchased for agreed to purchase material for use in the contract work before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided, however such rates shall in no case exceeds the rates at which the same were acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

**No claim to any payment or compensation for alternation or restriction of work**

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

- (I) Difficulties relating to the supply or railway wagons.
- (II) Force majeure.
- (III) Act of God.
- (IV) Act of enemies of the State or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the work as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

**Time limit for unforeseen claims.**

**Clause 16 :-** Under no circumstances whatever shall the contractor be entitled in any compensation from Government on any 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 with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding ten days during which the failure so continuous and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduce rates as he may fix therefor.

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

**Work's to be open to inspection.**

**Clause 18 :-** All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinates to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

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

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

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

**Contractor liable for damage done, and for imperfections**

**Clause 20 :-** If during the period of **12(Twelve) Months** from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or **24 (Twentyfour) Months** after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer duly commence execution and completely, carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of said rectification work within the period prescribed therefore in the said notice and / or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and the cost of the contractor. The contractor shall forthwith on demand pay to the Government the amount of such cost charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government, the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the Contractor either in respect of the said work or any other work whatsoever or from the amount of the security deposit retained by Government.

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

Contractor

No. of Correction

Executive Engineer

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

**And is liable for damages arising from non provisions of lights, fencing etc.**

**Clause 21 :-** The contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, be supply from the (P.W.) Departmental stores), plant, tool, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with 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 therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expenses of the contractor and expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person. Proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by any such person.

**Clause 21 A :-** The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith-

- (a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except-
  - (i) Under the supervision of a competent and responsible person; and
  - (ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall:-
  - (i) be of sound material
  - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and
  - (iii) be maintained in proper condition.

- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) 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 scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with regulations herein specified.
- (i) Working platform, gangway, stairways shall-
  - i) be so constructed that no part thereof can sag unduly on unequally.
  - ii) Be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and,
  - iii) Be kept free from any unnecessary obstruction.
- (j) In the case of working platform , gangways, working places and stair ways at a height exceeding 3.0 metres (to be specified)
  - i) every working platform, 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 the extent required to allow the passage of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.
- (l) When person are employed on a roof where there is a danger of falling from a height exceeding 3.0 metres (to be specified) suitable precautions shall be taken to prevent the fall of persons or materials.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- (n) Safe means of access shall be provided to all working platform and other working places.
- (o) The Contractor/(s) will have to make payments to labourers as per Minimum Wages Act 1948.

**Clause 21 B :-** The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :-

- (a) Hoisting machines and tackle including their attachments anchorage's and supports shall-
  - i) be of good mechanical construction, sound material and adequate strength and free from patent defect;
  - ii) be kept in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines 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, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold, which, or give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable, shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose to testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

**Measures for prevention of fire.**

**Clause 22 :-** The contractor shall not set fire to any standing jungle, trees, brushwood or grasses without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

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

**Clause 23 :-** Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned clause 22 shall be estimated by the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as 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 Government to contractor under this contract or otherwise. The contractor shall bear expenses of defending any action or other legal proceeding that may be brought by any person of injury the spread sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

**Employment of female labour**

**Clause 24 :-** The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible. The Contractor shall employ the labours from the nearest Employment Exchange.

**Work on Sunday.**

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

**Work not to be sublet.**

**Clause 26 :-** The contractor 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 do, or become insolvent or commence any proceedings to get him self adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall 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 therefor actually performed under the contractor.

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

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss Changes in the construction of firm to be notified.

Direction & control of Superintending Engineer.

Direction & control of Superintending Engineer.

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

**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.

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

**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 Superintending Engineer of Circle for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship, or materials used, on the work , or as to any other question, claim right, matter or things whatsoever in any way arising out of or relating to the contract designs, drawings, specifications, estimates instructions, order or other conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

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

(A) The accepted value of the contract exceeds Rs.10.00 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 Chief Engineer as aforesaid, the Contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Public Works Department, who if convinced that prima-facie the contractor's claim rejected by Superintending Engineer/Chief Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decision.

(vide P.W. Circular No.CAT-1086-CR-110/Bldg.-2 DATED 7.5.1986.)

**Store of European as American manufacture to be obtained from Government.**

**Clause 31 :-** The contractor shall obtain from the (P. W.) Department store or stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required thereof in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule, in form A attached to the contractor and if they are not entered in the said schedule, they shall be debited to him a cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been of carriage and all other expenses whatsoever 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 sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as payable under this contract for each items, or if the parts of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

**Action where no specifications**

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

**Definition of work.**

**Clause 34 :-** The expression “work” or “works” where used in these condition, shall unless there be something in the subject or context repugnant to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

**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.**

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

**Compensation under workmen's compensation Act.**

**Clause 37 :-** The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/paid by Government as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

**Clause 37 A :-** The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Government from any amount due or that may become due to the contractor.

**Clause 37 B :-** The contractor shall provide all necessary personal safety equipment's and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith

- (A) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- (B) When work is carried on in proximity to any place where there is a risk of drawing 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 Apprentice Act 1961 (III of 1961) the rules made thereunder and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules.

(Govt. circular No.CAT-6076/3336/(400)/Bldg.2 dt.16-8-1985.)

**Claims for quantities entered in the tender or estimates.**

**Clause 38 :- (1)** Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

(2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the items does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the items specified in the tender, is not more than Rs.5,000/-.

(3) “The contractor shall, if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub-clause (1) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (I) derived from the rates entered in the current schedule of rates and in absence of such rates, (II) at the rate prevailing in the market, the said rates increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited. **For the purpose of operation of this clause, this cost shall be worked out from the D.S.R. prevailing at the time of inviting of tender.**

(4) Claim arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 per cent at the rate of items specified in the tender is more than Rs. 5,000/-.

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 execution  
of 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 the case of clearance works, on account of any delay in according sanction to estimates.

Claim  
compensation  
delay in  
execution of  
work.

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

Entering upon  
or 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 instructions of the Engineer-in-charge or his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

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

- (ii) No contractor shall employ donkeys or other animals with breaching of string or thin ropes. The breaching must be at least three inches wide and should be of tape (Nawar).
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Engineer-in-charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract under taken by him. In event of any dispute arising between contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.
- (vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- (vii) All facilities provided in the contractor labour (Regulation & Abolition Act 1971), The Maharashtra Contract Labour regulation & Abolition rule 1971 should be provided.

**Method of payment.**

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

**Acceptance of conditions compulsory before tendering for work.**

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

**Employment of scarcity labour.**

**Clause 46 :-** If Government declares a state of scarcity or famine to exist in any village situated within 10miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or be any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.

**Clause 47 :-** The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchase for the same class and description of goods under the provision of Hoarding or Profiteering prevention Ordinance, 1948as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to confirm with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

**Clause 47 (A) :-** The tender rates are inclusive of all taxes, sales, cesses and are also inclusive of leviable tax in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Rules-58 of Maharashtra Value Added Tax Act-2005, for the propose of lavy of Tax. (Certificate of registration for value Added Tax act. 2005)

**Clause 48 :-** The rates to be quoted by the contractor must be inclusive of value added tax no extra payment on this account will be made to the contractor.

**Clause 49 :-** In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax will be recovered on such sale.

**Clause 50 :-** The Contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department's Scheme.

Provided, however, that if the required unskilled labours are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in-charge of the said work, obtain the rest of requirement of unskilled labour from outside the above scheme.

**Clause 51 :-** The contractor shall comply with the provision of the apprentices Act 1961 & the rules and orders issued there under from time to time, if he fails to do so this failure will be a breach of the contract and the Superintending Engineer, may in his discretion may cancel the contract. The contractor shall also be liable for precautionary liability arising on account of any violation by him of the provision of Act.

The contractor shall pay laboureres, skilled and unskilled according to prescribed wages by Minimum Wages Act, 1948 applicable to the area in which work lies.

The Contractor to take precautions against accidents which take place on account of labour using loose garments while working on machinery.

**Clause 52 :-** All amounts whatsoever which the contractor is liable to pay to the government in connection with the execution of the work including the amount payable in respect of (I) materials and / or stores supplied/ issued hereunder by the Government to the Contractor. (II) hire charges in respect of heavy plant , machinery and equipment given on hire, by the Government to the contractor for execution by him of the work and / or on which advances have been given by the Government to the contractor shall be deemed to be arrears of Land Revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of land revenue.

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

**Government  
Circular No.  
CAT-1284/  
(120) /Bldg-2  
Dt. 14-8-85.**

**Clause 53 :-** The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act. 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on site of 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 Contractor Labour (Regulation and Abolition) Rules, 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the Government makes such payment of wages in full or part thereof less paid by the Contractor, as the case may be, the amount so paid by the Government to such worker shall be deemed to be an arrears of land revenue and the Government shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Government to the contractor hereunder or from any other amount payable to him by the Government.

**Clause 54 :-** The contractor shall engage apprentice such as brick layer, carpenter, wiremen, plumber, as well as blacksmith recommended by the State Apprenticeship Advisor Director of Director of Technical Education, Dhobi Talaw, Mumbai 400 001. In the construction work (as per circular of Government of Maharashtra, Education Department No.TSA/5170/T5689, DATED 7-7-1972).

**Clause 55 :-**

(Govt. of Maharashtra P.W.D. resolution No.CAT/1086/ CR-243/K/Bldg-2 dt.11/8/87)

- A. The anti malaria and other health measures shall be as directed by the Joint Director (Malaria and Filariasis) of Health Service, Pune.
- B. Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.
- C. Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M&F) of Health Services, Pune.
- D. In case of default in, carrying out prescribed anti malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Corporation the amount spent by Government on anti malaria measures to control the situation in addition to fine.

**E. RELATIONS WITH PUBLIC AUTHORITIES.**

The Contractor shall make sufficient arrangements for draining away the sewage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are livable on him without any extra cost to Government.

(Government of Maharashtra P.W.D. Resolution No.CAT-1086/CR-243/D-Bldg.2 dt. 11-9-1987)

**ADDITIONAL CONDITIONS /INSTRUCTIONS TO  
TENDERERS WHILE TENDERING FOR THE WORKS**

Person tendering for the work covered by the Schedule will be required to complete the work within the periods specified below :

Name of work	To start form the date of issue of work order	To complete
<b>Construction of P.H.C. Building, at Nandavi, Taluka- Mangaon, District- Raigad.</b>	-----	Within <b>12 (Twelve)</b> Calendar Months including monsoon.

**1. COMPETENCY OF TENDER :**

The work will be awarded only to those contractors who are considered to be substantially responsive bidders, capable of performing the class of work to be completed. Before passing the final award any or all bidders may have to show that he has the necessary experience, facilities, ability and financial resources to execute the work in satisfactory manner and also within the stipulated time.

**2. PAYMENTS :**

The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and it further necessitated, scaffolding plant, supervision, service works, power etc. and to include all to cover the cost of night and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Public Works Department or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

3. **ERASER :**

Persons tendering are informed that no erasers or any alterations by them in the text of the document set herewith will be allowed and any such eraser or an alteration will be disregarded. If there is any error in writing, no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialed and dated.

4. **ACCEPTANCE :**

Intimation of acceptance of tender will be given by a telegram or a letter sent by Registered Post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfill any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.

5. **PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT :**

- i) No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 10. Ft. above ground if not more.
- ii) The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available, a substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up of several pieces jointed and tapped be used.
- iii) The blasting shed from where the exploder is to finally operated should be at least 150 Meters away from the area to be blasted. It should have a strong roof which can with stand the impact of flying stones at this range.
- iv) Only trained hands should be allowed to handle explosives, cable detonators etc.

**6.1 CONTRACTOR TO INFORM HIMSELF FULLY :**

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

If he shall have any doubt as to the meaning of any portion of these general conditions or the special condition, to the scope of working of the specifications and drawings or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided in accordance with tender conditions in the absence of such authentic pre-clarification.

**6.2 ERROR, OMISSIONS AND DISCREPANCIES :**

(A) In case of errors, omissions and / or disagreement between written and scaled dimensions in the drawing or between the drawings and specifications etc. The following order of preference shall apply.

- (I) Between actual scaled and written dimensions or descriptions on a drawing, the later shall be adopted.
- (II) Between the written or shown description of dimensions in the drawings and corresponding one in the specifications, the latter shall apply.
- (III) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.

(B) In all cases of omission and / or doubts of discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Engineer, whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

**6.3 WORKING METHODS AND PROGRESS SCHEDULES :**

- (a) The Contractor shall submit within the time stipulated by the Engineer- in- charge in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by Engineer at each of the location, supported by necessary detailed drawings and sketches including those of the plant and machinery that would be used their locations arrangement for conveying and handling materials etc. And obtain prior approval of the Engineer-in charge well in advance of starting of such item of work. The Engineer-in-charge reserves the right to suggest modifications of make correction in the method proposed by the contractor whether accepted previously or not at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on the contractor. No claim on account of such change in method of execution will be entertained by Government so long as specification of the item remain unaltered.

**PROGRESS SCHEDULE :**

- (b) The Contractor shall furnish within the period stipulated in writing by the Engineer-in-charge of the order to start the work, progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating and setting up materials, plants and machinery.
- (c) The contractor shall employ sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Government supervision shall be such as may be approved of the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer. Night work requiring supervision shall not be permitted except when specifically allowed by Engineer on each item, if requested by contractor. The contractor shall provide necessary lighting arrangements etc. For night work as directed by Engineer without extra cost to Government.

(d) **CONSTRUCTION EQUIPMENT AND LOCATION :**

- i) The contractor shall be required to give a trial run of the equipment's for establishing, their capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipment provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personal will be removed from site without permission of the Engineer.
- ii) The contractors hot mix plant should be located within travelling distance of 30.00 kilometres from the site of work without interruption and natural obstructions and smooth playing of dumpers with average speed of 40.00 Km per Hour.

6.4 **TREASURE TROVE :**

In the event of discovery by the contractor or his employees, during the progress of the works of any treasure, fossils, minerals or any other articles or value of interest, the contractor shall give immediate intimation thereof to the Engineer such treasure or things which shall be the property of the Government.

6.5 **QUARRIES :-**

- 6.5.1 The contractor (s) shall have to arrange himself / themselves to procure the quarry. However necessary assistance without any extra cost to Government will be rendered by the Department for procuring the quarries if required by the contractor.
- 6.5.2 The quarrying operation shall be carried out by the Contractor with proper equipment such as compressor, jack-hammers, drill bits, explosives etc. and sufficient numbers of workman shall be employed so as to get the required out-turn.
- 6.5.3 The Contractor shall carry out of the works in the quarries in conformity with all the rules and regulation already laid down or that may be laid down from time to time by the Government. Any cost incurred by the Government due to noncompliance of any rules or regulations or due to damages by the Contractor shall be the responsibility of the contractor the Engineer-in-charge or his representative shall be given full facility by the Contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. So as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any times be allowed to inspect the work, building and equipment at the quarters.

- 6.5.4 The Contractor shall maintain at his own cost the books, registers etc. Required to be maintained under the relevant rules and regulations and as directed by the Engineer-in-charge. These books shall be open for inspection at all times by the Engineer-in-charge or his representative and the contractor shall furnish the copies or extract of books or registers as and when required.
- 6.5.5 All quarrying operations shall be carried out by the Contractor in organized and expeditious manner, systematically and with proper planning. The Contractor shall engage licensed blasters and adopt electric blasting and / or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The Contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief inspector of Explosives and the Rules and Regulation in this connection as laid down by the Chief inspector of Explosives from time to time shall be strictly adhered to by the contractor. It is generally experienced that it take time to obtain the necessary license for blasting and license for storage of materials from the concerned authorities. The Contractor must therefore, take timely advance action for procuring all such licenses so that the work progress may not be hampered.
- 6.5.6 The approaches to the quarrying place from the exciting public roads shall have to be arranged by the Contractor at his own cost and the approaches shall be maintained by the Contractor at his own cost till the work is over.
- 6.5.7 The quarrying operations shall be carried out by the Contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Engineer-in-charge, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the Contractor's cost.

- 6.5.8 Since all stones quarried from Government quarry (if made available) by the Contractor including the excavated over burden are the property of the Government, no stones or earth shall be supplied by Contractor to any other agencies and are not works or allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Government and shall be handed over by the Contractor to the Government free of cost at the quarry site duly heaped at the spots indicated by the Engineer-in-charge.
- 6.5.9 Quarrying permission will have to be directly obtained by the Contractor from the Collector of the District concerned for which purpose the Department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking material etc. if any to be paid, shall be paid directly by the contractor as per prevailing rules in force.
- 6.5.10 The Contractor will be permitted to erect at his own risk and cost at the quarry site, if suitable vacant space in Government area is available for the purpose, his own structures for stores, offices etc. at places approved by the Engineer-in-charge. On completion of the work the contractor shall remove all the structures erected by him and restore the site to its original condition.
- 6.5.11 The Contractor shall not use any land in the quarry for cultivation or for any other purpose except that required for breaking or stacking transporting stones.

**COLLECTION OF MATERIALS:-**

- (I) Where suitable and approved P. W. Department's quarries exist the contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be, however liable to pay compensation, if any damage caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance and shall claim refund according to rules, if admissible, and shall submit detailed accounts of materials quarried as directed.
- (II) Where no suitable P.W. Department's quarries exist or when the quantity of the material required cannot be obtained from a P.W. Department's quarry, the contractor or piece worker shall make his own arrangements to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other states or Talukas etc. After opening the quarry but before starting collection, the quarry shall be got approved from the Engineer-in-charge or his representatives. The contractor or piece worker shall pay all royalty charges, compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of the land will be entertained.
- (III) The rates in the tender, include all incidental charges such as opening of a new quarry opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering, quarry, cost of blasting power and fuse, lift and lead, repairs to existing cart tracks, making new cart tracks, control charges, Central/State Government or Municipal Taxes, etc.
- (IV) The rates in the tender are for the delivery of the approved material on road side, properly stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be entertained.
- (V) No material shall be removed from the land within the road boundary or from the land touching it without the written permission of the Engineer-in-charge or his authorized agent. If any material is unauthorisely obtained from such places, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Executive Engineer and will have to stop further collection.

- (VI) Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensation etc arising out of any accident, etc. any such materials causing obstruction or danger etc will be got removed departmentally at his cost and no claim for any loss or damage to the material, thus removed will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the department and shall attend to any complaints which may be received.
- (VII) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the land slides etc. or the slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.
- (VIII) Before stacking, the materials shall be free from all earth, rubbish, vegetable matter and other extraneous substance and in the case of metal, screened to gauge if so directed when ready. It shall be stacked entirely clear of the road way on ground which has been cleaned of vegetation and levelled. On high banks, ghat roads etc. Where it may not be practicable to stock entirely clear of the road way it may be stacked with the permission of the Engineer-in-charge on terms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.
- (IX) The size of the stack of the materials other than rubble shall be 3 x 1.5 x 0.60 meter or such other size as may be directed by the Engineer-in-charge and all but one stack in 200 meters shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each 200 meters may be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.
- (X) The Sub Divisional Officer shall supply the contractor with statement showing 200 meters wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirements in that 200 meters shall be stacked. Any excess quantity shall be removed at the expense of the contractor or piece worker to where it is required before the material in that 200 metres is finally measured.

- (XI) In stacking materials the deposition shall commence at the end of the kilometers farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Executive Engineer ). Stacking in one 200 meters shall be completed before it is started in another unless directed otherwise in writing by the Executive Engineer. Measurements of the materials stacked in a 200 meters will not be recorded until the full quantity required has been stacked unless otherwise authorized by Engineer in writing. Collection and spreading shall not be carried out at the same time in one and the same kilometer or in two adjoining kilometers except with the written permission of the Executive Engineer.
- (XII) Unless otherwise directed, the materials shall be collected in the following order according to availability of space. (1) Rubble (if included in tender) (2) Metal, (3) Soft murum and (4) Hard murum. Hard murum shall be stacked on the side opposite to that on which soft murum has been stacked. Similarly, metal collected for petty repairs shall be stacked on the side opposite to metal for new layer. Where metal for two layers has to be stacked, as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.
- XIII) All road material shall be examined and measured before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the contractor or piece worker. Immediately after the measurements are recorded, the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Executive Engineer to prevent from any possibility of the same material being measured and recorded over again and to prevent any unauthorised tampering with the stacks. If the contractor or the piece worker fails to attend the measurements of materials after receiving the notice from the Sub Divisional officer or his subordinate stating date and time of the intention to measure the work, the same shall be measured nevertheless and no complaint in this respect will be entertained later-on. If the contractor or piece worker fails to supply sufficient labour or the materials required at the time of measurements or check measurements, after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc shall be charged against his account.
- (XIV) No deduction will be made for voids.

6.7

**AGENT AND WORK ORDER BOOKS :-**

The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understand the specifications and contract condition. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matter in case the Engineer-in-charge considers essential for the work and so directs contractors. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out.

This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The Engineer-in-charge has the unquestionable right to ask for change in the quality and strength of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer –in-charge.

A work order book shall be maintained on site and it shall be the property of the Government and the contractor shall promptly sign orders given therein by the Executive Engineer or his superior officers and comply with them

The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions there in from time to time.

Contractor

No. of Correction

Executive Engineer

6.8 **INITIAL MEASUREMENTS FOR RECORD:-**

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

6.9 **HANDING OVER OF WORK:-**

All the works and materials before finally taken over by Government, it will be the entire liability of the contractor to guard, maintain and make good any damages of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the Executive Engineer or his authorized representative will be always in writing copies of which will go to the Executive Engineer or his authorized representative and the contractor. It is, however, understood that before taking over such work, Government will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

6.10 **ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC. :**

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

The contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non supply of machinery shall not form a ground for any claim or extension of time for this work.

7. **SAMPLES AND TESTING OF MATERIALS :**

- (I) All materials to be used on work, such as cement, lime, aggregates, stone, asphalt, wood, etc. Shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him ,which will be:
- a) as specified in the specifications of the items concerned and/or
  - b) Red book.
  - c) As specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or
  - d) I.S.I. Specifications (whichever and wherever applicable)
  - e) As per Ministry of transport specifications for Road and Bridges IV<sup>th</sup> Revision Section 900 quality control for road work’
  - f) Such recognized specifications acceptable to the Engineer-in-charge as equivalent there to or in the absence of such authorized specifications.
  - g) Such requirements test and /or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.
- (II) The contractor shall at his risk and cost make all arrangement and /or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for test or analysis at such time and to such place as may be directed by Engineer and bear all such charges, such samples shall also be deposited with Engineer-in-charge.
- (III) The contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge.
- (IV) The contractor shall at his own cost set up laboratory to carry out the routing tests of material which are to be used on the work. The test will have to be carried out either in his field laboratory or in an approved laboratory. In case tests are carried out in field laboratory at least 50% test should be carried out in nearest control laboratory of the Department.

7.1 **QUALITY CONTROL ON WORKS AND MATERIALS:**

The contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same. This shall include establishing field laboratory for testing required W.B.M. and B.T. works. The plant laboratory shall be equipped with the equipment's and apparatus required for the testing. The list of various equipment's/apparatus is given in the tender document for information and guidance of the contractor. These equipment's shall be in working condition. The engineer in charge of the work will verify these equipment's in the laboratory at plant site. The work shall not be started (particularly the hot mix B.T. work) unless and until the laboratory is equipped with equipment. Asphalt testing laboratory shall be established by the contractor at his cost preferably at his plant site and all asphalt consignments shall be tested in his laboratory before putting it to use in the presence of representative of Engineer in charge.

7.2 **CO-ORDINATION:-**

When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full coordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each contractor may make his independent arrangements for water power housing etc if they so desire. On the other hand the contractors are at liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer. No contractor shall take or cause to be taken any steps or action that may cause disruption, discontent, or disturbance of work, labour or arrangement etc. Of the contractor in the project localities. Any action by any contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt-with accordingly.

In case of any dispute or disagreement between the contractors, the Engineer's decision regarding the coordination, co-operation and facilities to be provided by any of the contractor shall be final and binding on the contractors concerned and such a decision shall not vitiate any contract nor absolve the contractor of his obligations under the contract nor consider from the grounds for any claim or compensation.

7.3 **TEMPORARY QUARTER :**

The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such structures shall be got approved from the Engineer-in-charge. It will be the responsibility of the contractor to get his lay out plan of temporary structure approved from the local competent authority.

7.4 **PAYMENTS :**

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, plant, machinery, power, royalties, octroi, taxes etc. and should also include all expenses to cover the cost of lighting , night work if and when required and no claim for additional payment beyond the rates quoted will be entertained.

7.5 **PATENTED DEVICES, MATERIALS AND PROCESSES**

When the contractor desires to use any designed device, materials or process covered by letter of patent or copy right, the right for such use should be secured by suitable legal arrangement and agreement with patent owner and copy of their agreement shall be filed with the Engineer-in –charge if so desired by the latter.

## 7.6 **WATER SUPPLY :**

Availability of adequate water for works and sources there of shall be confirmed by the contractor before submitting the tender.

The contractor shall make his own arrangements at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water upto the work site as required by him. The location of the pipe line with respect to the road shall be decided by Engineer-in-charge and shall be binding on the contractor.

The contractor is advised to provide water storage tank of adequate capacity to take care of possible shutdown of water supply system.

The contractor shall have to supply water required by the Department for its establishment at work site. The water consumed by the Department will be metered. For providing the meter permission, if necessary will be arranged by the Department. Charges for the water consumed by the Department will be paid to the contractor at the rates of 125% of the recurring costs or actually charged to him by concerned authorities and no other charges would be payable by the Department

## 7.7 **ELECTRICITY :**

The contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site.

Electrical supply for the Department's use at work site shall be provided by the contractor. No charges would be payable by the Department.

## 8 **SAFETY MEASURES AND AMENITIES :**

### 8.1 **SAFETY MEASURES :**

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such job as require special protection and precautions wherever required. The following are some of the requirements listed, through not exhaustive. The contractor shall also comply with the directions issued by the engineer in this behalf from time to time and at all times.

- (1) providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces infected with oyster growth etc.
- (2) Providing protective head wear to workers, working in quarries etc. To protect them against accidental fall of materials from above.
- (3) Taking such normal precautions like providing hand rails to the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.

8.2

**AMENITIES :**

- (1) Supporting workmen with proper belts, ropes etc. When working on any masts, cranes, grabs, hoist, dredger etc.
- (2) Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.
- (3) Providing adequate number of boats (if at all required for plying in the water) to prevent overloading and over-crowding.
- (4) Providing life belts to all men working at such situations from where they may accidentally fall in water. Equipping the boats with adequate number of life boats etc.
- (5) Avoiding bare live-wires etc. as would electrocute workers.
- (6) Making all platforms, staging and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.
- (7) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation, drowning and other injuries.
- (8) Take all necessary precautions with regard to use of divers.
- (9) Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching upto knees plain goggles for the eyes to the labour working with hot asphalt, handling vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and well being of the labourers in the opinion of the Engineer.

8.3

**EXPLOSIVE :-**

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

8.4 **DAMAGE BY FLOODS OR ACCIDENTS :-**

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

8.5 **RELATION WITH PUBLIC AUTHORITIES :**

The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall himself pay all charges which are livable on him without any extra cost to the Government.

**POLICE PROTECTION:-**

For the Special Protection of camp of the contractor's works, the Department will help the contractor as far as possible to arrange for such protection with the concerned authorities. The cost shall be borne by the contractor.

8.6 **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 by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the Government in consequence to any action or suit being brought against the contractor for anything done or committed to be done during 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.

**MEDICAL & SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR :-**

- (a) The contractor shall provide an adequate supply of pure and wholesome water for the use of labourers on work and in camps.
- (b) The contractor shall construct trench or semi permanent latrines for the use of the Labours. Separate latrines shall be provided for men and women.
- (c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications :-
  - 1) Huts with Bamboos and Grass may be constructed.
  - 2) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of tank, jungle, trees or wood should be particularly avoided. Camps should not be established close to large cutting of earth work.
  - 3) The lines of huts shall have open space of at least ten meters between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
  - 4) There should be no over crowding. Floor space at the rate of 3 Sq. Metre per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
  - 5) The contractor must find his own land and if he wants Government land, he should apply for it. Assessment for it, if demanded will be payable by contractor. However the department does not bind itself for making available the required land.
- (a) The contractor shall construct a sufficient number of bathing places, washing places should also be provided for the purpose of washing cloths.
- (b) The contractor shall engage a Medical Officer with a travelling dispensary for a Camp containing 500 or more persons if there is no Government or other private dispensary situated within 8kms. from the camp". In case of emergency the contractor shall arrange at his cost of transport for quick medical help to his sick worker.
- (c) The contractor shall provide the necessary staff for effecting satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged.

- (d) The assistant Director of public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences the camp site accommodation and food supply shall be followed by the contractor.
- (e) The contractor shall make arrangements for all ant malarial measures to be provided for the labours employed on the work. The ant malarial measures shall be provided as directed by the Assistant Director of Public Health.
- (f) The ant malaria and other health measures shall be as directed by the joint-Director (Malaria and Filariasis) Health Services, Pune.
- (g) Contractor shall see that mosquitogenic conditions are not created so as to keep vector populations to minimum level.
- (h) Contractor shall carry out ant malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the joint Director, (M. & F.), of Health Services Pune.
- (i) In case of default in carrying out prescribed ant malaria measures resulting in increase in Malaria incidence, contractor shall be liable to pay to Government, the amount spent by Government on ant malaria measure to control the situation in addition to fine.
- (j) The contractor shall make sufficient arrangement for draining away the surface and sullage water as well as water coming from the bathing and washing places and shall dispose off this waste water in such way as not to cause any nuisance. He shall also keep the premise clean by employing sufficient number of sweepers.
- (k) The contractor shall comply with all rules, regulation bye-law 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 Government.
- (l) In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the contractor.

**9. MISCELLANEOUS :**

- 9.1 For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refilled it with bricks or stones, chipping cement mortar without any extra cost.
- 9.2 In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the Department limits, the contractor will have to make his own arrangements with the land owners and pay such rents, if any, are payable as mutually agreed between them.
- 9.3 The contractor shall duly comply with the provision of the Apprentices Act 1961 (iii of 1961) and the rules and orders made thereunder from time to time under 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 Rules.
- 9.4 It is presumed that the contractor has gone carefully through the standard specification (Vol. I & II 1981 edition) M.O.R.T. & H specifications for Road and Bridges work (Fourth Revision 2001), and Schedule of Rate of the division, and studied the site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provision (if any) in the standard specification given without reproducing the details in contract. Decision of Engineer-in-charge shall be final in case of interpretation of specification.
- 9.5 If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C. codes. If any of items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Engineer-in-charge shall be final.
- 9.6 The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work. Suitable precaution shall be taken by contractor to protect the materials against atmospheric action fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil; heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

**10. INSTRUCTION REGARDING EXECUTION OF WORKS HAVING VERY HIGH RATES AND VERY LOW RATES :**

In case of high rates quoted by the contractor for a particular item, the payment for that item shall be made at part rate based on C.S.R. rate initially. Full rate shall be released only after entire work is satisfactorily completed.

**11. DEFINITIONS :**

**a) Unless excluded by or repugnant to the context :-**

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

**12.1 TESTING ETC :**

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required for cement concrete, earthwork, WBM and B.T. works.

**13. AUTHORITIES OF THE ENGINEER IN CHARGE :**

Save in so far as it is legally or physically impossible the contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer in Charge and shall comply with and adhere strictly to the Engineer in Charge's instructions and directions on any matter (Whether mentioned in the contract or not) pertaining to this work.

The Engineer in charge shall decide all questions which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress or the works, interpretation of the plans and specifications and acceptability of fulfillment of the contract on the part of the contractor. He shall determine the amount and quantity of work performed and materials furnished and his decision shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the contractor.

The Engineer in charge shall have the power to enforce such decisions and orders if the contractor fails to carry them out promptly. If the contractor fails to execute the work ordered by the Engineer in charge, the Engineer in charge may give notice to contractor specifying a reasonable period therein and on the expiry of that period proceed to execute such work as may be deemed necessary and recover the cost thereof from the contractor.

**13.1 AUTHORITIES OF THE ENGINEER-IN-CHARGE'S REPRESENTATIVE :**

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

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

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

Contractor

No. of Correction

Executive Engineer

- B) If the contractor is dissatisfied with any decision of the Representative of the Engineer-in-charge, he shall be entitled to refer the matter to the Engineer-in-charge, who shall there upon confirm / reverse or vary such decision.

**14. LAY OUT OF WORK :-**

- 14.1 Layout of the work will be done by the contractor in consultation with the Executive Engineer of the Department or his representative, some permanent marks should however be established to indicate the demarcation of the structure or any component there of made to this permanent marks in measurement books and drawing signed by the contractor and the departmental officer, Responsibility regarding layout will be joint.

**14.2 SETTING OUT :**

**I) ROAD WORKS :**

- a) The contractor shall establish working bench marks in the area soon after taking possession of the site. The working bench mark shall be at the rate of four per kilometer and also at or near all drainage structures, over bridge under passes. The working bench marks / levels should be approved from the Engineer. Checks must be made on these bench marks once every month and adjustments if any got agreed with the Engineer and recorded. An upto date record of all bench marks including approved adjustment, if any, shall be maintained by the contractor and also a copy supplied to the Engineer for his record.
- b) The lines and levels of formation, side slopes, drainage, carriageways and shoulder shall be carefully set out and frequently check, care being taken to ensure that correct gradients and cross sections are every where obtained.
- c) In order to facilitate the setting out of the works, the center line of the carrigeway or highway must be accurately established by the contractor and approved by the Engineer. It must then be accurately referenced in a manner satisfactory to the Engineer, every 50m intervals in plain and rolling terrain and 20m intervals in hilly terrain and in all curve points as directed by the Engineer, with marker pegs and chainage boards set in or near the fence line, and a schedule of reference dimensions shall be prepared and supplied by the contractor to the Engineer. These markers shall be maintained until the works reach finished formation levels and are accepted by the Engineer.
- d) On construction reaching the formation level stage the centre line shall again be set out by the contractor when approved by the Engineer shall be accurately referenced in a manner satisfactory to the Engineer by marker pegs set at the outer limits of the formation.

**15. STACKING AND STORAGE AND GUARDING OF MATERIALS :-**

- 15.1 The stacking and storage of material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the contractor to protect the materials against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by contractor and materials issued by Government to contractor under Schedule "A" Same applies for the material obtained from different sources of supply.
- 15.2 The contractor shall at his own expense engage watchman for guarding the materials and plant and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.
- 15.3 No materials brought to the site shall be removed from the site without the prior approval of the Engineer-in-charge.

**16 INSPECTION**

- 16.1 The contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work.
- 16.2 The contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Engineer-in-charge for proper inspection of all parts of the work.
- 16.3 Contractor shall extend his full co-operation and make all necessary arrangement when needed for carrying out inspection of the work or any part of the work by the local representatives, M.L.As, M.Ps and officers and dignitaries/delegates of various Government departments, local bodies, private sectors etc. No compensation shall be paid to the contractor on this account.
- 16.4 The work shall be carried out by the Contractor without causing damage to the existing Government property and / or private property. If any such damages are caused, the contractor shall pay for restoration of the property to the original conditions, and any other consequent damages.
- 16.5 In the event of an occurrence of an accident involving serious injuries or death of any person, at site of the work or quarry or at any place in connection with the work the same shall be reported in writing within twenty four hours of the occurrence to the Engineer-in-charge and Commissioner of Workmen's compensation.

- 16.6 The contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per department procedure. In case the material is disposed off by department, the sale proceeds will be credited to the contractor's account after deducting the cost of sale incurred. However, no claim of contractor regarding the price or amount credited will entertained afterwards.
- 16.7 All constructional plant, provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent.

**17 RESTRICTIONS BECAUSE OF LOCAL TRAFFIC :**

As there is local traffic by the side of construction during construction for the bridge, the contractor will have to take proper precautions such as proper barricading, fencing, lighting, information and cautionary boards for safe and smooth flow of traffic, and keeping the concerned authorities informed about the work in progress.

**18 COMPLETION CERTIFICATE :**

- 18.1 The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be completed and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.
- 18.2 After the work is completed the contractor shall give notice of such completion to the Engineer-in-charge and within 30 days of receipt of such a notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge are rectifiable he shall inform the contractor the defects noticed. The contractor after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in-charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if, the defects are rectified to his satisfaction, and if not, he shall inform the contractor indicating defects yet to be rectified. The time cycle as above, shall continue.

18.3 In case defects noticed by the Engineer-in-charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer-in-charge within 30 days indicating the un-rectifiable defects for which reduction in payment is being made by him.

18.4 The issue of completion certificate shall not be linked up with the site clearance on completion of the work.

**19. ANCILLARY WORK :**

The contractor shall submit to Engineer-in-charge in writing the details of all ancillary works including layout and specifications to be followed for its construction. Ancillary work shall not be taken up in hand unless approved by Engineer-in-charge. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the contractor at any stage to ensure the safety on the work site. The contractor shall carry out all such modifications to the ancillary works at his own expenses as ordered by Engineer-in-charge.

**20. SPECIAL CONDITIONS :**

20.1 The contractor should ensure that all safety precautions are observed by their labourers. Working closed to the State Highway and while closing the state Highway precautions are taken including insurance etc. for their labour at the cost of the contractor and the contractor will bear all the expenses, compensation etc. if any accident occurs to the labour etc. No claim in this regard on whatsoever account shall be entertained and this decision of the Department will be final and conclusive.

20.2 The contractor shall observe the rules and regulation imposed by traffic police for smooth flow of traffic on the diversion road and shall not be entitled for claims any compensation arising thereof.

20.3 In the case of delay in handing over the land required for the work, due to unforeseen cause, the contractor shall not be entitled for any compensation whatsoever from the Government on the ground that the machinery or the labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

**21. THE MODIFICATIONS/AMENDMENTS/ADDITIONS TO THE SPECIFICATION FOR ROAD WORKS :**

- 1) Cement to be used for works, shall be any of the following with prior approval of engineer.
- a) Ordinary Portland cement 33 grade cement confirming to IS : 269.

Independent testing of cement used shall be done by the contractor at site and in the laboratory approved by the Engineer before use. Any cement with lower quality than those shown in manufacturer's certificate shall be debarred from use.

In case of finely ground cement or imported cement, the Engineer may direct the contractor to satisfy him as to the acceptability of such cement, especially with regard to creep and shrinkage effect.

Any consignment or part of a consignment of cement which has deteriorated in any way or specification shall not be used in the works and shall be removed from the site by the contractor without charge to the Employer.

Cement shall be transported, handled and stored on the site in such a manner as to avoid deterioration contamination. Each consignment shall be stored separately so that it may be readily identified and inspected and cement shall be used in the sequence in which it is delivered at site

The contractor shall prepare and maintain proper records on site in respect of the delivery, handling, storage and use of cement and these records shall be available for inspection by the Engineer at all times.

**22. REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATIONS :**

Any stock or batch of materials (s) of which sample (s) does not conform to the prescribed test and quality, shall be rejected by the Engineer or his representative and such material shall be removed from site by the contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications.

Materials not corresponding in character and Quality with approved samples will be rejected by the Engineer or his representative and shall be removed from site at the contractor's own cost.

**~~23. HOT MIXED AND HOT LAID BITUMINOUS CONSTRUCTION :~~**

- ~~a) Job mix formula satisfying specification requirement should be worked out based on laboratory test and got approved by the Engineer. Engineer will have independent test made before approving the job mix formula.~~
- ~~b) The plant should be checked for capability to produce mix conforming to the specification. If necessary, trial stretches should be laid and checked approximately.~~

**23 INSPECTION OF OPERATIONS:**

The engineer and any person authorized by him shall at all times have access to the works and to all workshops and places (including required documents) where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for & every assistance in or in obtaining the right to such access.

**24 FIELD LABORATORY:**

The contractor shall arrange to provide a well furnished and fully equipped field laboratory which shall be manned by adequately qualified technical staff. The laboratory shall preferably be located adjacent to the plant site and shall be provided with amenities like water supply, electric supply, toilet block etc. the laboratory equipment shall conform to clause 121.3 of M.O.R.T.&H. Specifications (Fourth Revision-2001) of road and bridge work. The list of equipment is given in the tender document. This shall be considered as incidental to work and no separate payment whatsoever will be made for the same.

**25 SUPPLY OF COLOURED RECORD PHOTOGRAPHS AND ALBUMS.**

The Contractor shall arrange to take dated post card size Coloured photographs at the rate of 10 photographs per kilometer at various stages/facts of the work including interesting and novel features of the work as desired by the Engineer-in-charge and supply them in five copies each in separate albums of appropriate size.

It shall contain narration of the various activities in English/Marathi by a competent narrator. The cassette shall be of acceptable quality and the film shall be capable of producing colour pictures. This shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.

**26 SUPPLY OF SAFETY JACKETS TO LABOURERS/ SUPERVISORS/ ENGINEER.**

As a safety measure during the execution of work all labours, construction and supervisory staff shall be provided with an orange colour jacket in fluorescent blue so as to make them starkly visible from a distance even during evening hours.

**APPROVAL OF CONSTRUCTION MATERIALS AND  
CONSTRUCTION ACTIVITIES**

Approval of all materials for the work shall be obtained in writing form Engineer-in-charge or his representative before its use in the Project.

Before taking up of any construction activity the construction work done earlier shall be got approved in writing. Any failure on this account may result in rejection of the work for which the contractor will be solely responsible.

Materials and job mix if required, etc. shall be got approved in writing at least 15 days in advance of the commencement of corresponding activity. The testing charges shall be borne by the contractor.

Besides the Prescribed tests and frequencies any other test or tests over the prescribed frequency shall also be carried out by the contractor at his own cost if so directed by Engineer-in-charge or his authorized representative.

28. Contractor shall conduct roughness index test as specified and without any cost to Government before starting of bituminous work and after completion of Bituminous work as a measure to check the improvement in riding quality of the road.
29. The Contractor at his own cost shall provide and fix informatory Boards (Total 2 Nos.) at either end of project each on the left side of the traffic direction and facing the traffic without causing any hindrance to traffic. Details of the board shall be as directed by the Engineer in charge. The board shall be of size 1.80 metre vertical x 1.6 metre horizontal. The back ground of the board will be in traffic yellow colour with lettering in Black colour. The information should be displayed in Marathi, Hindi and English languages. The lettering should be proportionate. The Board shall be maintained properly at the cost of contractor till expiry of defect liability period of the work.
30. The contractor shall carryout independently necessary tests as per clause 903, Table 900-4 of M.O.R.T.&H specifications for road and bridge works fourth revision 2001 to ensure that modified bitumen used meets requirements laid down in I.R.C. SP. 53-2002 at his own cost.
31. The contractor shall be at his own cost set up laboratory to carryout the routine test of materials which are to be used on the work. The test will have to be carried out either in his held laboratory or in approved laboratory. In case tests are carried out in field laboratory at least 30% tests should be carried out in nearest quality control laboratory of the Department.

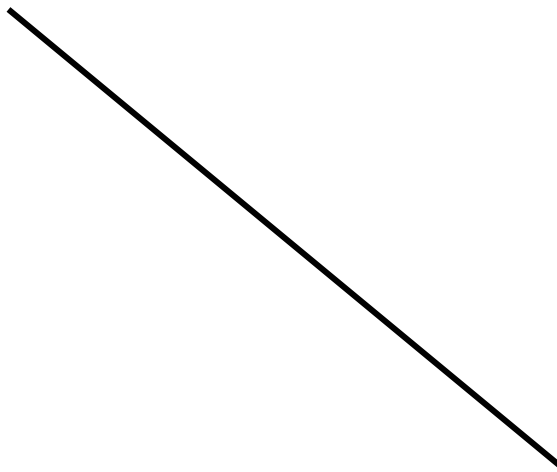
32. The Contractor's hot mix plant may preferably be located within 25-30 Km. of the Site.

33. Condition relating to Insurance of Contractor work. Contractor shall take out necessary Insurance Policy / Policies so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period from the "Directorate of Insurance Maharashtra State, Mumbai only its postal address for correspondence is, 264, MHADA, First Floor, Opp. Kalanagar, Bandra (East), Mumbai 400 051" (Telephone No. 26590690 / 26590746 and Fax No. 26592661) Similarly all work men's appointed to complete the contract work are required to insure under work men's compensation Insurance Policy. Insurance Policy / Policies taken and from any other company will not be accepted. If any contractor has effected Insurance with any Insurance company the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from this amount payable to the contractor for the executed contract work.

**34. DAILY DAIRY :**

Contractor shall maintain throughout the construction period a diary in the form of register regarding the following.

- i) Daily presence of all categories of Labours.
- ii) Daily availability and use of machinery and equipment's on work.
- iii) Daily procurement, consumption and balance materials on site.
- iv) Daily record of various visiting authorities along with name of the officers visited and timing. The register shall be closed on daily basis and signature of Engineer- in - Charge or his representatives should be taken over it.



## **QUALITY ASSURANCE AND MAINTENANCE**

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 from 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 deployed on the work along with their qualification, job descriptions defining the functions of reporting supervising inspecting and approving. The contractor shall also submit a list of tools, equipment, and the machinery and instrumentation which he proposes 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 etc. as per the directions 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 his exact proposals of execution of the work in accordance with the specification. He will have to get these approved from the Engineer-in Charge. The quality of the work shall be properly documented through certificate, records, checklists and log books of results etc., such records shall be compiled from the beginning of the work and be the responsibility of the contractor. The forms should be got approved from the Executive Engineer-in-charge.

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 period of a maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. He shall also include in the manual, the specifications for maintenance work that would be appropriate for his design and technique of construction. This manual shall be submitted within the contract period.

**Name of work : Construction of P.H.C. Building at Nandavi, Taluka-Mangaon, District Raigad.**

## CHAPTER - VIII

### PRICE VARIATION CLAUSE

If during the Operative Period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for industrial workers for Mumbai centre as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India or in the prices of Petrol, Oil and lubricants, and major construction materials like bitumen, cement, steel, various types of metal, pipes etc. then, subject to the other conditions mentioned below, price adjustment on account of :

- 1) Labour component.
- 2) Material component
- 3) Petrol, Oil, Lubricant Component
- 4) Bitumen Component
- 5) HYSD & Mild Steel Components.
- 6) Cement Component.
- 7) C.I. and D.I. Pipes Component.

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

1)	Labour Component	- K <sub>1</sub>	11 %
2)	Material Component	- K <sub>2</sub>	80 %
3)	POL Component	- K <sub>3</sub>	9 %
		<b>Total</b>	
4)	Bitumen Component	-	Actual
5)	Cement Component		Actual
6)	HYSD & Mild Steel Component	-	Actual
<del>7)</del>	<del>C.I. and D.I. Pipe Component</del>		<del>Actual</del>

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

**(1) Formula for Labour Component:**

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

Where,

- $V_1$  = Amount of price variation in Rupees to be allowed for Labour Component.  
 $P$  = Cost of work done during the period under consideration minus the cost of cement, HYSD and Mild Steel, bitumen, C.I. & D.I. Pipes calculated at the basis star rates as applicable for the tender, consumed during the quarter under consideration.  
(These star rates shall be specified here)

**Kind of Material**

**Star Rate**

- |    |              |        |                      |
|----|--------------|--------|----------------------|
| 1) | Cement ...   | Rupees | <b>5,000.00/M.T.</b> |
| 2) | TMT Bars ... | Rupees | <b>31500.00/MT</b>   |

- $K_1$  = Percentage of Labour Component as indicated above.  
 $L_0$  = Basic Consumer Price Index for Industrial Labours for Mumbai Center shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.  
 $L_1$  = Average Consumer Price Index for Mumbai Center for the quarter under consideration.

**(2) Formula for Materials Component**

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

Where,

- $V_2$  = Amount of price variation in Rupees to be allowed for Materials component.  
 $P$  = Same as worked out for labour component.  
 $K_2$  = Percentage of Material Component as indicated above.  
 $M_0$  = Basic wholesale Price Index shall be average wholesale price index for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.  
 $M_1$  = Average wholesale Price Index during the period under consideration.

### (3) Formula for Petrol, Oil and Lubricant Component

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

Where,

- $V_3$  = Amount of price variation in Rupees to be allowed for POL Component.  
 $P$  = Same as worked out for labour component.  
 $K_3$  = Percentage of Petrol, oil & Lubricant Component.  
 $P_0$  = Basic price of H.S.D. for Mumbai during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.  
 $P_1$  = Average Price of H.S.D. index at Mumbai during the quarters under consideration

### ~~(4) Formula for Bitumen Component:~~

~~$V_4 = QB (B_4 - B_0)$~~

~~$V_4$  = Amount of price variation in Rupees to be allowed for Bitumen Component.~~

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

~~$B_4$  = Current average Ex-refinery price per metric tonne of Bitumen (Grade 60/70) under consideration including taxes (Octroi, excise sales tax) during the quarter under consideration.~~

~~$B_0$  = Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P.~~

### (4) Formula for H.Y.D.S. and Mild Steel Component

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

Where,

$V_5$  = Amount of price variation in Rupees to be allowed for HYSD/ Mild Steel  
 $S_0$  = Basic rate of HYSD/Mild Steel in Rupees per metric tonne as considered for

working out value of P.

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

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

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

**(5) Formula for Cement Component**

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

Where,

$V_6$  = Amount of price variation in Rupees to be allowed for Cement Component.

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

$CI_1$  = Average Cement Index published in the RBI Bulletin for the quarter under consideration

$CI_0$  = Average of Cement Index published in the RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls

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

**(7) Formula for C.I. / D.I. Pipe Component**

~~$$V_7 = Q_d (D_4 - D_0)$$~~

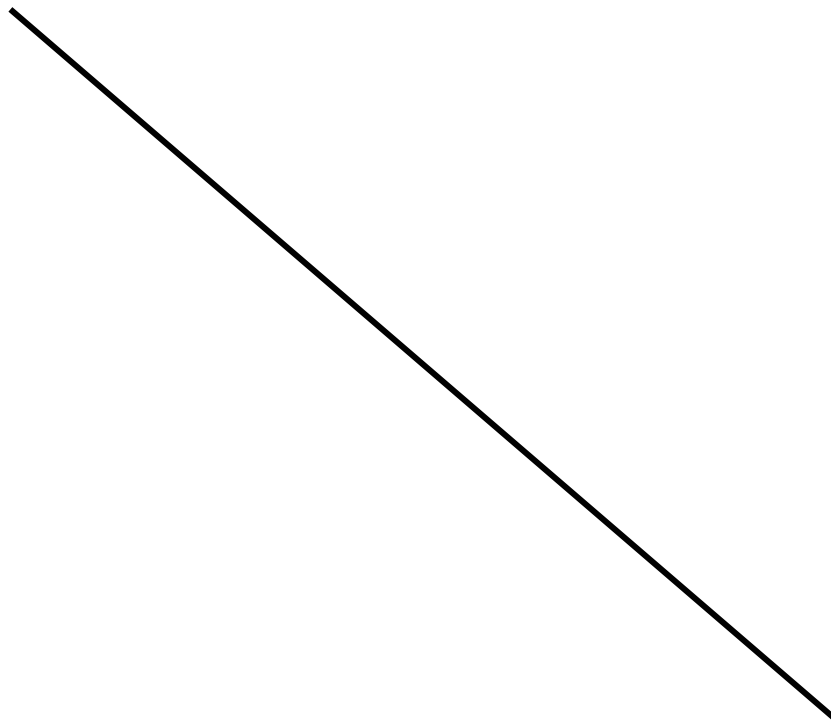
Where,

~~$V_7$  = Amount of price escalation in rupees to be allowed for C.I./D.I. Pipe Components.~~~~$D_0$  = Pig Iron basic price in Rupees per metric tonne considered for working out value of P.~~~~$D_4$  = Average Pig Iron price in price in Rupees per tonne during the quarter under~~~~consideration (published by HSCO)~~~~$Q_d$  = Tonnage of C.I./D.I. pipes used in the works during the quarter under consideration.~~

**The following conditions shall prevail :**

- (i) The Operative Period of the contract shall mean the period commencing from the date of the work order issued to the contractor & ending on the date which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any for completion of the work granted by Engineer-in-charge under the relevant clause of this condition of contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer-in-charge as regards the Operative Period of the contract shall be final and binding on the contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance work from the date of levy of such compensation shall be worked out by pegging this indices  $L_1$ ,  $M_1$ ,  $P_1$ ,  $B_1$ ,  $SI_1$  and  $CI_1$  to levels corresponding to the date from which compensation is levied.

- (ii) This Price Variation clause shall be applicable to all the contracts in B-1, B-2 and C forms but shall not apply for piece works. the price variation shall be determined during each quarter as per formula given above in this clause.
- (iii) The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of item payable under the provision of clause 38/37 of the contract from B-1/B-2 respectively. Since the rates payable for the extra items or the extra quantities under Clause 38/37 are to be fixed as per the current D.S.R. or as mutually agreed yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under clause 38/37 of the contract from B-1/B-2 extends beyond the operative date of the D.S.R. then rates payable for the same beyond that date shall be revised with reference to the next current D.S.R. prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.
- (iv) This clause is operative both ways, i.e. if price variation as calculated above is on the plus said, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the contractor and the amount shall be deductible from any amount due and payable under the contract.
- (v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and price included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in cost.



Contractor

No. of Correction

Executive Engineer

**Name of work: Construction of Primary Health Center at Nandavi, Taluka Mangaon, District Raigad.**

### **SCHEDULE - A**

Schedule showing (approximately) the materials to be supplied from P.W. Department Stores for work contracted 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		Place of delivery
			Figure	Words	
-----NIL-----					

**NOTE :-**

1. The person or firm submitted the tender should see that the rates in the above schedule are filled up by the Executive Engineer in charge on issue of the form prior to the submission of the tender.

**Executive Engineer  
Raigad Zilla Parishad, Alibag**

**ADDITIONAL CONDITIONS FOR MATERIALS**  
**(CEMENT, BULK ASPHALT ETC.)**  
**TO BE BROUGHT BY CONTRACTOR**

1. All material such as bulk asphalt etc. required for execution of work shall be brought by Contractor at his own cost.
2. The contractor shall maintain the record of these materials (Bulk Asphalt) in the prescribed proforma and registers as directed by Engineer in charge. The sample of prescribed proforma is attached at the end (Page No.103 to 106). 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 department 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. cement, bulk asphalt etc. brought on the work site shall be accompanied with the necessary Company/Manufacturing firm's test certificates. The contractor shall purchase bitumen / Emulsion from main producer's refinery for petroleum products only, to avoid adulteration. The contractor shall produce delivery challan / gate pass of bitumen/emulsion purchase (in his name / in name of his company only) from main producers / refinery as a proof of purchase of main producer. 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 contractor's cost. In case of cement, if so requested by the contractor in writing, material 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 if so requested by the department.
6. All these material i.e. cement, Bitumen etc. shall be protected form 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 openable only after both locks are opened.)
8. The weighment of cement, bulk asphalt bouzers 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, 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 metre per bag by weight. The rate quoted should correspond to this method of reckoning.

**11. INDEMNITY**

The condition regarding indemnity as defined on Page 79 at Sr. No. 8.6. will apply mutatis mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.

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 Engineer in charge.
13. All empty bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after completion of work.
14. The 30/40 grade bitumen used for bituminous concrete work must be refinery produced.

**REGISTER TO BE MAINTAINED CONTRACTOR IN  
CO-ORDINATION WITH DEPTT. STAFF.**

<b>I)</b>	<p><b>GENERAL REGISTER.</b></p> <ol style="list-style-type: none"> <li>1) WORK ORDER BOOK.</li> <li>2) VISITOR REGISTER.</li> <li>3) REGISTER OF REGISTERS.</li> <li>4) WORK REGISTER OF DUELY QUANTITIES EXECUTED OF EACH ITEM.</li> <li>5) WEEKLY REPORT OF WORK AS PER MILE STONE.</li> <li>6) CALIBRATION CERTIFICATE REGISTER.</li> <li>7) REGISTER OF CERTIFICATE OF CROSS CHECKING REINFORCEMENT FROM THIRD PARTY. (i.e. Other Deputy Engineers)</li> <li>8) LABORATORY TEST REGISTER.</li> </ol>
<b>II)</b>	<p><b>FOR BUILDING WORKS.</b></p> <ol style="list-style-type: none"> <li>1) CEMENT CONSISTANCY TEST REGISTER</li> <li>2) CEMENT INITIAL &amp; FINAL SETTING TIME TEST REGISTER</li> <li>3) FINEERS &amp; SPECIFIC QUAVITY TEST REGISTER</li> <li>4) GRADIATION REGISTER.</li> <li>5) COMPRESSIVE STRENGTH TEST REGISTER FOR CEMENT &amp; BRICKS</li> <li>6) IMPACT TEST REGISTER.</li> <li>7) F.I. AND E.I. TEST REGISTER.</li> <li>8) ABRASION VALUE REGISTER.</li> <li>9) WATER ABSORPTION TEST REGISTER.</li> <li>10) FINENESS MODULUS &amp; SILT CONTENT TEST</li> <li>11) EFFLORESCENCE TEST REGISTER FOR BRICK</li> <li>12) FLEXURAL STRENGTH TEST REGISTER FOR TILES</li> <li>13) FLEXURAL STRENGTH TEST REGISTER FOR CEMENT</li> <li>14) PENETRATION TEST REGISTER.</li> <li>15) SPECIFIC GRAVITY OF BITUMEN.</li> <li>16) HYDROMETER TEST REGISTER FOR FINES.</li> </ol>

पुंजीत डांबराची आवक आणि खप याचा

हिशोब दर्शविणारी.

नोंदवही क्र. १

कामाचे नांव - -----

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मागील सप्ताहापासून कामाच्या ठिकाणी असलेली शिल्लक

आवक आणि खप यांचा हिशोब

दिनांक	व्हाऊचर नंबर	रिफाईनरीचे नांव	गेट पास क्रमांक	प्राप्त डांबराचे निव्वळ वजन	वापरलेल्या डांबराचे निव्वळ वजन	दिवसाच्या आखेरीस शिल्लक डांबराचे वजन
१	२	३	४	५	६	७

कंत्राटदाराची सही

अभियंत्याची सही

नोंदवही क्रमांक २

निरनिराळ्या बाबींवर आठवड्यांमध्ये उपयोगात आणणे  
आवश्यक असलेले परिमाण यांची तुलना दाखविणारे कोष्टक

आठवड्यांमध्ये केलेल्या कामाचे एकूण अंदाज परिमाण

	बाब	एकूण अंदाज परिमाण
१)	डब्ल्यु. बी. एम	
२)	टॅक कोट	
३)	बी. बी. एम.	
४)	बी. एम.	
५)	हॉट मिक्स हॉट लेड प्रिमिक्स कारपेट	
६)	लिव्हीड सिलकोट	

## वज्रचूर्णाची आवक आणि खप यांचा हिशेब दाखविणारी

### नोंदवही क्रमांक १

कामाचे नांव :- -----

मागील सप्ताहापासुन कामाच्या ठिकाणी असलेली शिल्लक

### आवक आणि खप यांचा हिशेब

अ.क्र.	मिळालेल्या पोत्यांची संख्या	वापरलेल्या पोत्यांची संख्या	दिवसाच्या अखेरीस कामाच्या ठिकाणी राहिलेली पोती
एकूण --			

कंत्राटदाराची सही

अभियंत्याची सही

### नोंदवही क्रमांक २

निरनिराळ्या बाबींवर आठवड्यांमध्ये उपयोगात आणलेले आवश्यक असलेले सिमेंट परिमाण व प्रत्यक्षात उपयोगात आणलेले परिमाण यांची तुलना दाखविणारे कोष्टक

### आठवड्यामध्ये केलेल्या कामाचे एकूण अंदाज परिमाण

अ.क्र.	बाब	एकूण अंदाज परिमाण
१	गार्ड स्टोन	

नोंदवही क्रमांक ३

----- रोजी संपणाच्या आठवड्यासाठी गोषवारा

अ.क्र.	बाबीचे नांव	केलेल्या कामाचे अंदाजे परिमाण		वापरणे आवश्यक असलेले सिमेंटचे परिमाण/पोत्यामध्ये ( पोत्यांच्या प्रत्येक संख्येत )	प्रत्यक्ष वापरलेल्या सिमेंटचे परिमाण ( पोत्यांमध्ये )
		परिमाण	एकमान		
१	२	३	४	५	६

कंत्राटदाराची सही

अवेक्षकाची सही

नोंदवही क्रमांक - ३

----- रोजी संपणाच्या आठवडयासाठी गोषवारा

अ.क्र.	बाबीचे नांव	केलेल्या कामांचे अंदाजे परिमाण		वापरणे आवश्यक असलेले डांबराचे परिमाण मे.टन	वापरावयाचे हवे असलेल्या डांबराचे एकूण परिमाण मे.टन	प्रत्यक्ष वापरलेले डांबराचे एकूण परिमाण मे.टन
		परिमाण	एकमान			
१	२	३	४	५	६	७

Name of Work:- Construction of P.H.C. Building at Nandavi, Taluka Mangaon, District Raigad.

## SCHEDULE 'B'

Quantity		Item No.	Item of Work	Estimated Rates in Figures and Words		Units	Amount
1			2	3	4	5	6
332.22	Cubic Metre	1	Excavation for foundation in hard murum including removing the excavated materials upto a distance of 50 m. beyond the building area and lift as specified, stacking and spreading as directed, including dewatering unless provided elsewhere, preparing the bed for the foudation and necessarry backfilling etc completed	104.00	Rupees one hundred four only.	Cubic Metre	34550.88
11.55	Cubic Metre	2	Excavation for foundation in hard rock by blasting including shoring and strutting as necessary and disposing off excavated stuff, excluding dewatering if separately provided as directed etc. complete. (For depth upto 1.50 Metre)	396.00	Rupees three hundred ninety six only.	Cubic Metre	4573.80
65.31	Cubic Metre	3	Providing and laying in situ cement concrete in proportion 1:4:8 of trap metal for foundation and bedding including bailing out water manually, formwork, compacting and curing etc. complete.	2511.50	Rupees two thousand five hundred eleven and paise fifty only.	Cubic Metre	164026.07
68.20	Cubic Metre	4	Providing and casting in situ cement concrete M-20 of trap for Reinforce Cement Concrete work like raft, grillage, strips, foundations and footing of Reinforcement Cement Concrete Columns and steel stanchions, including bailing out water manually centering, formwork, compacting, finishing and curing etc. complete (Excluding steel reinforcement.)	3596.50	Rupees three thousand five hundred ninety six and paise fifty only.	Cubic Metre	245281.30

42.46	Cubic Metre	5	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Columns as per detailed design and drawings or as directed by Engineer-in-Charge including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (excluding steel reinforcement)	4672.50	Rupees four thousand six hundred seventy two and paise fifty only.	Cubic Metre	198394.35
99.17	Cubic Metre	6	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Beams and Lintels as per detailed design and drawings or as directed by Engineer-in-Charge including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (excluding steel reinforcement)	4891.50	Rupees four thousand eight hundred ninety one and paise fifty only.	Cubic Metre	485090.06
94.19	Cubic Metre	7	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Slabs and Landings of all thickness as per detailed design and drawings including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (excluding steel reinforcement)	5101.50	Rupees five thousand one hundred one and paise fifty only.	Cubic Metre	480510.29
2.20	Cubic Metre	8	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Chhajja as per detailed design and drawings including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (Excluding steel reinforcement)	5063.50	Rupees five thousand sixty three and paise fifty only.	Cubic Metre	11150.78
3.96	Cubic Metre	9	Providing and casting in situ cement concrete M-20 of trap metal for R.C.C. waist slabs, steps and parapet as per detailed drawings for staircases, including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (Excluding steel reinforcement)	4957.50	Rupees four thousand nine hundred fifty seven and paise fifty only.	Cubic Metre	19631.70

Contractor

No. of Correction

Executive Engineer

2.84	Cubic Metre	10	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Pardi 75 milimetre thick, including centering formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete (Excluding steel reinforcement)	5223.50	Rupees five thousand two hundred twenty three and paise fifty only.	Cubic Metre	14834.74
23.95	Metric Tonne	11	Providing and fixing in position Thermo Mechanically Treated bar reinforcement of various diameters for Reinforcement Cement Concrete pile caps, footings, foundations, slabs, beams, columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed designs, drawings and schedules, including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required etc. complete.	43961.00	Rupees fourty three thousand nine hundred sixty one only.	Metric Tonne	1052821.99
141.22	Cubic Metre	12	Providing soling using 80 milimetre size trap metal in layers of 15 centimetre each including filling voids with sand, ramming, watering etc. complete.	573.40	Rupees five hundred seventy three and paise fourty only.	Cubic Metre	80975.55
		13	Filling in plinth and floors with available / contractors murum in 15 centimetre to 20 centimetre layers including watering compaction complete.				
332.22	Cubic Metre	A)	With available material from excavation	39.00	Rupees thirty nine only.	Cubic Metre	12956.58
116.15	Cubic Metre	B)	With Contractor's murum	173.00	Rupees one hundred seventy three only.	Cubic Metre	20093.95
30.08	Cubic Metre	14	Providing and laying in situ cement concrete in proportion M-15 of trap metal for foundation and bedding including bailing out water manually, formwork, compacting and curing etc. complete.	3328.85	Rupees three thousand three hundred twenty eight and paise eighty five only.	Cubic Metre	100131.81

Contractor

No. of Correction

Executive Engineer

54.66	Cubic Metre	15	Providing second class Burnt Brick masonry with conventional/I.S. type bricks in cement mortar 1:6 in foundations and plinth of inner walls / in plinth of external walls, including bailing out water manually, striking joints on unexposed faces, racking out joints on exposed faces and watering etc. complete.	2611.40	Rupees two thousand six hundred eleven and paise forty only.	Cubic Metre	142739.12
123.67	Cubic Metre	16	Providing Second Class Burnt Brick masonry with conventional / Indian Standard type bricks in cement mortar 1:6 in superstructure, including striking joints, racking out joints, watering and scaffolding complete.	2823.40	Rupees two thousand eight hundred twenty three and paise forty only.	Cubic Metre	349169.88
423.31	Square Metre	17	Providing Second Class Burnt Brick masonry with conventional / Indian Standard type bricks in cement mortar 1:4 in half brick thick wall including mild steel longitudinal reinforcement of 2 bars of 6milimetre diameter / 2 hoop iron strips 25milimetre x 1.6 milimetre painted with anticorrosive paint at every third course properly bent and bonded at ends, scaffolding, racking out joints and watering etc. complete.	373.40	Rupees three hundred seventy three and paise forty only.	Square Metre	158063.95
0.00	0.00	18	Supplying and fixing in position extruded modular aluminium section _____ sliding windows mounted on rectangular frame of size 63 x 38 x 2.00 mm thick (1.054 kg/Rmt) made of two/three track drain bottom section of size 61 x 45 x 1.3 mm thick (1.055 kg/Rmt.) and top and sides sections of size 61 x 31 x 1.3 mm thick (0.659 Kg/Rmt.). The shutter should be of bearing bottom of size 40 x 18 x 1.20 mm thick (0.417 Kg/Rmt.) top member of size 40 x 18 x 1.20 mm thick (0.475 Kg/Rmt.) interlocking section size of 43 x 27 x 1.30 mm thick (0.558 Kg/Rmt.) and handle section of size 43 x 18 x 1.3 (0.424 Kg/Rmt.) selected quality 5.5 mm thick clear glass to be fixed in shutter with neoprene gasket with approved quality PVC rollers necessary locks handles PVC lining and wooden encasement wherever necessary etc. complete.	0.00			

Contractor

No. of Correction

Executive Engineer

27.54	Square Metre	A)	Two Track	2211.00	Rupees two thousand two hundred eleven only.	Square Metre	60890.94
61.83	Square Metre	B)	Three Track	2662.00	Rupees two thousand six hundred sixty two only.	Square Metre	164591.46
5.40		19	Providing and fixing in position aluminium louvered windows / ventilators (IS Std.) of various sizes with powder coating as per detailed drawings and specifications including aluminium frames 80 x 38 mm box type 5 mm thick sheet glass louvers, clips / rubber plain P.V.C. gaskets of approved quality etc. complete. (Sample to be got approval from Executive Engineer before use)	1575.00	Rupees one thousand five hundred seventy five only.		8505.00
92.25	Square Metre	20	Providing sills, jambs and frames of white/approved colour marble slabs 20 mm thick of approved quality, vein and colour with machine polished surface on a bed of cement mortar 1:4 including neat cement float, filling joints with cement slurry to match the colour of the slabs, curing polishing and rounding edges, cleaning etc. complete.	2053.00	Rupees two thousand fifty three only.	Square Metre	189389.25
75.75	Square Metre	21	Providing sills, jambs and frames of polished Black Kadappa stone 25 to 30 mm thick, on a bed of cement mortar 1:4 including neat cement float, filling joints with slurry, curing, polishing, rounding edges, cleaning etc. complete.	494.00	Rupees four hundred ninety four only.	Square Metre	37420.50
36.49	Square Metre	22	Providing and fixing solid core flush door in single leaf 35 mm thick decorative type of exterior grade as per detailed drawings or as approved face veneer on both faces venetians, all necessary beads, moulding and lipping, brass oxidised fixtures and fastenings with mortise lock chromium plated handles on both sides and finishing with Fresh polishing etc. complete (without	1820.00	Rupees one thousand eight hundred twenty only.	Square Metre	66411.80

Contractor

No. of Correction

Executive Engineer

			frame)				
15.96	Square Metre	23	Providing and fixing sintex or equivalent single leaf door shutter of approved colour made out of extruded rigid PVC hollow section DWUF-305 shutter frame of size 26 x 47 milimetre having double wall construction as vertical styles, top and bottom rails and middle locks rail of size 26 x 94 milimetre and the panel in fill SPUF-105 multichamber hollow plastic section of size 12 x 150 milimetre joined each other by tongue and groove interlocking systems duly inserted in shutter frame and all shutter frames, lock rails, styles reinforced by seasoned wood inserted inside for fixing of hinges, aldrops, tower bolts and door stoppers etc. All corners should be mitre cut, joined each other by metal screw after inserting rigid "L" bracket PVC reinforcement of size 125 x 200 milimetre including synthetic metal fixtures and fastenings, remaking damaged surface etc. omplete. (Without Door frame)	1775.00	Rupees one thousand seven hundred seventy five only.	Square Metre	28329.00
20.73	Square Metre	24	Providing and fixing anodised aluminium fully glazed doors including door frame with powder coating 5 mm thick sheet glass necessary fixtures, and fastenings neoprene type rubber plain gaskets as per IS std. & detailed drawing etc. complete. (sample to be got approved from Ex. Engineer before use)	2980.00	Rupees two thousand nine hundred eighty only.	Square Metre	61775.40

1607.63	Square Metre	25	Providing internal cement plaster 12 milimetre thick in single coat in cement mortar 1:4 with neeru finish to stone masonry and concrete members surface in all positions including scaffolding, racking out joints, providing groove at joints of stone masonry and concrete members and curing complete.	110.70	Rupees one hundred ten and paise seventy only.	Square Metre	177964.64
1563.72	Square Metre	26	Providing external cement plaster 20mm thick in two coat, in C.M. 1:4 without neeru finish to brick masonry or concrete surface in all positions including scaffolding, racking out joints, providing groove at joints of stone masonry and concrete members and curing etc. complete.	134.15	Rupees one hundred thirty four and paise fifteen only.	Square Metre	209773.04
464.69	Square Metre	27	Providing and fixing ceramic tiles of IS Standard and approved quality 60 centimetre x 60 centimetre size for flooring in required position laid on bed of cement mortar 1:4 including cement float, filling joint with white/colour cement slurry, cleaning, curing, etc. complete.	890.25	Rupees eight hundred ninety and paise twenty five only.	Square Metre	413690.27
437.09	Square Metre	28	Providing and laying ceramic tiles of IS Standard and approved quality 45 x 45 cm size for dado and skirting in required position with ready made adhesive mortar of approved quality in required position after making the wall portion in level in plaster of cement mortar 1:4 including joint filling with white / colour cement slurry, cleaning, curing etc. complete.	893.25	Rupees eight hundred ninety three and paise twenty five only.	Square Metre	390430.64
9.13	Square Metre	29	Providing and laying ceramic tiles of IS Standard and approved quality 20 x 20 cm size for dado and skirting in required position with ready made adhesive mortar of approved quality in required position after making the wall portion in level in plaster of cement mortar 1:4 including joint filling with white / colour cement slurry, cleaning, curing etc. complete.	801.25	Rupees eight hundred one and paise twenty five only.	Square Metre	7315.41

24.65	Square Metre	30	Providing and fixing ceramic tiles (Anti Sleepary tiles) of IS Standard and approved quality 30 centimetre x 30 centimetre size for flooring in required position laid on bed of cement mortar 1:4 including cement float, filling joint with white/colour cement slurry, cleaning, curing, etc. complete.	865.25	Rupees eight hundred sixty five and paise twenty five only.	Square Metre	21328.41
16.20	Square Metre	31	Providing and laying polished Kota Stone Slabs 25 millimeter to 30 millimeter thick for treads and risers for steps and staircase in piece with rounded nosing & engraving three lines for treads on bed of 1:4 cement mortar including neat cement float, filling joints with cement slurry, curing, polishing and cleaning etc. complete.	752.00	Rupees seven hundred fifty two only.	Square Metre	12182.40
8.18	Square Metre	32	Providing and fixing Kadappa Stone Slab for Kitchen Platform of approved type and design 40 milimetre thick in cement mortar 1:4, including providing and fixing border patti on front edge, filling joints, curing, cleaning etc. complete.	632.65	Rupees six hundred thirty two and paise sixty five only.	Square Metre	5175.08
1607.63	Square Metre	33	Providing and applying primer coat of approved quality to old/new wall surface to receive oil bound distemper treatment, including scaffolding, preparing the surface as directed etc. completed. (Prior approval of S.E. shall be obtained)	13.00	Rupees thirteen only.	Square Metre	20899.10
1607.63	Square Metre	34	Providing and applying washable oil bond distemper of approved colour, shade and quality to old/new surface, in three coats including scaffolding, preparing the surfaces etc. complete. (excluding primer coat)	41.00	Rupees fourty one only.	Square Metre	5912.83
1563.72	Square Metre	35	Providing and applying three coats of waterproof cement paint of approved manufacture and colour to the plastered surface including scaffolding preparing the surface, watering for two days etc. complete.	31.00	Rupees thirty one only.	Square Metre	48475.34

Contractor

No. of Correction

Executive Engineer

7.00	Number	36	Providing and fixing Orissa type Coloured glazed first class with flushing cistern and brick bat coba (of Indian Standard Identification) earthenware 625 x 450 milimetre water closet pan including "P" trap, white earthenware foot rests, Cast Iron soil and vent pipes upto the outside face of the wall including 100 milimetre diameter cast iron plug bend, cement concrete bedding, 10 litters capacity UPVC /Fibre flushing cistern of approved quality and make with fittings, inlet pipe with stop tap, brackets for fixing the cistern, 32 milimetre diameter UPVC flush pipe with fittings and clamps, 20 milimetre diameter galvanised iron overflow pipe with mosquito proof coupling, galvanised iron chain and pull, painting to the cistern and exposed pipes and cutting and making good the walls and floors etc. complete.	4628.00	Rupees four thousand six hundred twenty eight only.	Number	32396.00
9.00	Number	37	Providing and fixing white glazed earthenware wash hand basin of 45 x 30 cm. size including cold water pillar taps, brackets, rubber plugs and brass chain, stop tap, chromium plated bottle trap, and necessary pipe connections including UPAC waste pipe and trap upto the outside face of the wall, making good the damaged surface, testing etc. complete.	1155.00	Rupees one thousand one hundred fifty five only.	Number	10395.00
4.00	Number	38	Providing and fixing Steel sink of size 60 x 45 x 25 centimetre including all connections of Galvanized Iron supply and UPVC waste pipe and trap upto outside face of wall, cold water chromium plated screw down bib tap, rolled steel or Cast Iron brackets, rubber plug and brass chain, stop tap, making good the damaged surface, chromium plated bottle trap testing etc. complete. (Prior approval of sample and brand by Ex. Engineer is necessary before use.)	3743.00	Rupees three thousand seven hundred fourty three only.	Number	14972.00
10.00	Number	39	Providing and fixing 10 centimetres diametre Poly Venly Chloride Nahani Trap fixed with P.V.C. grating, P.V.C. plug bend and piece of P.V.C. pipe upto plug bend, scaffolding etc. complete.	291.00	Rupees two hundred ninety one only.	Number	2910.00

Contractor

No. of Correction

Executive Engineer

		40	Providing and constructing Brick Masonry Inspection chamber 45 to 90 cm in depth including 1:4:8 cement concrete foundation, 1:2:4 cement concrete channels, brick masonry, plastering from inside and outside as required in cement mortar 1:3 and airtight Reinforcement Cement Concrete lid with frame fixed in cement concrete 1:2:4, curing, testing etc. complete..				
10.00	Number	A)	900 x 450 millimetre	3485.00	Rupees three thousand four hundred eighty five only.	Number	34850.00
10.00	Number	B)	600 x 450 millimetre	2759.00	Rupees two thousand seven hundred fifty nine only.	Number	27590.00
		41	Providing and laying on walls / ceiling/ floors - approved Medium Type Galvanised Iron pipe having embossed at every meter the Indian Standard Identification mark and name of manufacturer, having -- milimetre outer diameter and -- kilogramme/ running metre weight with screwed sockets, joints, and necessary galvanised iron fittings such as backnuts\, elbows, bends, tees, reducers, enlargers, plugs, etc. including necessary drilling in holes in walls/slabs etc. and remaking good the demolished portion to restore the same in original condition neatly and applying primer and two coats of oil painting including necessary scaffolding including removing existing pipe if necessary and conveying and stacking in P.W.D. chowky or as directed etc. complete.				
72.00	Running Metre	A)	15 mm dia. (outer dia 21.32 mm & weight 1.27 Kg/rmt.)	131.00	Rupees one hundred thirty one only.	Running Metre	9432.00
102.00	Running Metre	B)	25 mm dia. (outer dia 33.70 mm & weight 2.52 Kg/rmt.)	182.00	Rupees one hundred eighty two only.	Running Metre	18564.00

Contractor

No. of Correction

Executive Engineer

		42	Providing and laying salt glazed stone ware pipe including fittings such as bends, tees, single junction, double junction, laying, jointing including excavation and refilling trenches complete.				
120.00	Running Metre	A)	100 milimetre diameter	134.00	Rupees one hundred thirty four only.	Running Metre	16080.00
110.00	Running Metre	B)	150 milimetre diameter	194.00	Rupees one hundred ninety four only.	Running Metre	21340.00
2.00	Number	43	Providing soak pit of size 120 x 120 x 120 centimetre including excavating and filling with brick bats charcoal as per drawing etc. complete.	696.00	Rupees six hundred ninety six only.	Number	1392.00
94.77	Square Metre	44	Providing and fixing mild steel grill work for windows, ventilators weighing 15 Kilogramme per square metre as per drawing, including necessary fixtures, welding and painting with one coat of anti-corrosive paint etc. complete.	778.00	Rupees seven hundred seventy eight only.	Square Metre	73731.06
16.00	Square Metre	45	Providing and fixing mild steel grill railing weighing 15 kg per sq. m with C. C. teak wood hand rail of size 75 x 60 mm and sill of 75 x 25 mm for staircase and varandah, including fabricating, fixtures, erecting, painting grill work with one coat of anticorrosive paint and polishing the sill, hand rail with french polishing complete.	1244.00	Rupees one thousand two hundred forty four only.	Square Metre	19904.00
33.00	Number	46	Providing and fixing 15 milimetre diametre screw down bib/stop tap of brass of approved quality and make, including necessary sockets, union nut, testing etc. complete.	138.00	Rupees one hundred thirty eight only.	Number	4554.00
7.00	Number	47	Providing and fixing 100 milimetre diameter Chromium plated brass shower rose to 15 milimetre diametre Galvanized Iron Pipes including necessary bends and sockets etc. complete.	265.00	Rupees two hundred sixty five only.	Number	1855.00
13.00	Number	48	Providing and fixing 450 x 550 milimetre size superior type Belgium mirror with 16 milimetre diametre nickel	603.00	Rupees six hundred three only.	Number	7839.00

Contractor

No. of Correction

Executive Engineer

			plated towel rod etc. complete.				
18.00	Number	49	Providing and fixing chromium plated aluminium towel rails 20 diametre and 75 centimetre long of required length and approved quality fixed on teak wood plate 3" x 3/8" including providing teak wood block in the brick work etc. as directed etc. complete.	99.00	Rupees ninety nine only.	Number	1782.00
25.70	Square Metre	50	Providing and fixing mild steel grill gate with angle iron frame 65 x 65 x 10 milimetre with iron bars at 150 milimetre etc. centre to centre and diagonal flats as per the detailed drawing, including hinges, pivot blocks, locking arrangement, welding, reveting with oil painting in three coats of approved colour shade etc. complete. (Weight of gate 35 kilogramme /square metre)	2207.00	Rupees two thousand two hundred seven only.	Square Metre	56719.90
4000.00	Litre	51	Providing hoisting and fixing in position Sintex or equivalent high density polythelene UV stabilized conforming to I.S.I.12701, water storage tank with necessary connections, testing etc. complete. (Prior approval of sample by Ex. Engineer is necessary before use)	7.00	Rupees seven only.	Litre	28000.00
1.35	Square Metre	52	Providing and fixing 25 mm thick marble tablet of size and description as per detailed drawings including engraving the description, filling the lead, moulded marble 1:2 cement mortar border etc. complete.	5972.00	Rupees five thousand nine hundred seventy two only.	Square Metre	8062.20
1.35	Square Metre	53	Providing and fixing informatory sign boards in square and rectangular shape of any size made out of 16 Gauge (1.6 mm) thick Mild steel sheet painted with one coat of zinc chromate stoveing primer and two coats of green stove enamel paint on front side and grey stove enamel on back side and border message/ symbols etc. with cutout of white retro reflective sheeting of engineering grade, including M.S. angle frame of size 35 x 35 x 3 mm and two M.S. angle iron post of size 65 x 65 x 6 mm 3.65 metre long properly crossed brace with angle iron of size 50 x 50 x 5 mm duly painted with alternate black and white bands of 25 cm width including G.I. fixtures etc and fixing the board in 1:4:8 concrete block of size 60 x 60 x 75 cm	7363.00	Rupees seven thousand three hundred sixty three only.	Square Metre	9940.05

Contractor

No. of Correction

Executive Engineer

			including transportation etc. complete (The work to be executed with prior approval of superintending engineer)					
						<b>Total Rs.</b>	<b>=</b>	<b>5967754.53</b>
						<b>Say Rs.</b>	<b>=</b>	<b>5967755.00</b>

**SCHEDULE 'A'**

----- NIL -----

**Contractor**

**Deputy Engineer  
Raigad Zilla Parishad, Mahad.**

**Executive Engineer (W.D.)  
Raigad Zilla Parishad, Alibag.**

**SCHEDULE 'C' & SPECIFICATIONS**

Contractor

No. of Correction

Executive Engineer

**Name of Work:- Construction of P.H.C. Building at Nandavi, Taluka Mangaon, District Raigad.**

Item No.	Item of Work	Standard Specification Book 1981 edition Ref. No. Page No.		Additional Specifications if any
		3	4	
1	Excavation for foundation in hard murum including removing the excavated materials upto a distance of 50 m. beyond the building area and lift as specified, stacking and spreading as directed, including dewatering unless provided elsewhere, preparing the bed for the foudation and necesessary backfilling etc completed	Bd - A - 2	259	--
2	Excavation for foundation in hard rock by blasting including shoring and strutting as necessary and disposing off excavated stuff, excluding dewatering if separately provided as directed etc. complete. (For depth upto 1.50 Metre)	Bd - A - 5	259	--
3	Providing and laying in situ cement concrete in proportion 1:4:8 of trap metal for foundation and bedding including bailing out water manually, formwork, compacting and curing etc. complete.	Bd - E - 1	287	--
4	Providing and casting in situ cement concrete M-20 of trap for Reinforce Cement Concrete work like raft, grillage, strips, foundations and footing of Reinforcement Cement Concrete Columns and steel stanchions, including bailing out water manually centering, formwork, compacting, finishing and curing etc. complete (Excluding steel reinforcement.)	Bd - F - 3	298	As directed by Engineer in charge. Minimum cement concrete shall be 350Kg/cubic metre. Necessary concrete mix design for grade M-20 shall be carried out such that characteristic strength shall be as per acceptance criteria of IS : 456. It cement content
5	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Columns as per detailed design and drawings or as directed by Engineer-in-Charge including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (excluding steel reinforcement)	Bd - F - 4	298	--

Contractor

No. of Correction

Executive Engineer

6	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Beams and Lintels as per detailed design and drawings or as directed by Engineer-in-Charge including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (excluding steel reinforcement)	Bd - F - 8	300	As directed by Engineer in charge. Minimum cement concrete shall be 350Kg/cubic metre. Necessary concrete mix design for grade M-20 shall be carried out such that characteristic strength shall be as per acceptance criteria of IS : 456. It cement content
7	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Slabs and Landings of all thickness as per detailed design and drawings including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (excluding steel reinforcement)	Bd - F - 8	302	As directed by Engineer in charge. Minimum cement concrete shall be 350Kg/cubic metre. Necessary concrete mix design for grade M-20 shall be carried out such that characteristic strength shall be as per acceptance criteria of IS : 456. It cement content
8	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Chhajja as per detailed design and drawings including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (Excluding steel reinforcement)	Bd - F - 9	303	As directed by Engineer in charge. Minimum cement concrete shall be 350Kg/cubic metre. Necessary concrete mix design for grade M-20 shall be carried out such that characteristic strength shall be as per acceptance criteria of IS : 456. It cement content
9	Providing and casting in situ cement concrete M-20 of trap metal for R.C.C. waist slabs, steps and parapet as per detailed drawings for staircases, including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete. (Excluding steel reinforcement)	Bd - F - 13	305	As directed by Engineer in charge. Minimum cement concrete shall be 350Kg/cubic metre. Necessary concrete mix design for grade M-20 shall be carried out such that characteristic strength shall be as per acceptance criteria of IS : 456. It cement content
10	Providing and casting in situ cement concrete M-20 of trap metal for Reinforcement Cement Concrete Pardi 75 milimetre thick, including centering formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete (Excluding steel reinforcement)	Bd - F - 11	304	--

Contractor

No. of Correction

Executive Engineer

11	Providing and fixing in position Thermo Mechanically Treated bar reinforcement of various diameters for Reinforcement Cement Concrete pile caps, footings, foundations, slabs, beams, columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed designs, drawings and schedules, including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required etc. complete.	Bd - F - 17	306	As directed by Engineer in charge. The bar shall be tested and shall be as per relevant Indian Standard specification.
12	Providing soling using 80 milimetre size trap metal in layers of 15 centimetre each including filling voids with sand, ramming, watering etc. complete.	Bd - A - 12	284	--
13	Filling in plinth and floors with available / contractors murum in 15 centimetre to 20 centimetre layers including watering compaction complete.			
A)	With available material from excavation	Bd - A - 10	262	--
B)	With Contractor's murum	Bd - A - 11	263	--
14	Providing and laying in situ cement concrete in proportion M-15 of trap metal for foundation and bedding including bailing out water manually, formwork, compacting and curing etc. complete.	Bd - E - 1	287	--
15	Providing second class Burnt Brick masonry with conventional/I.S. type bricks in cement mortar 1:6 in foundations and plinth of inner walls / in plinth of external walls, including bailing out water manually, striking joints on unexposed faces, racking out joints on exposed faces and watering etc. complete.	Bd - G - 1	313	--
16	Providing Second Class Burnt Brick masonry with conventional / Indian Standard type bricks in cement mortar 1:6 in superstructure, including striking joints, racking out joints, watering and scaffolding complete.	Bd - G - 5	315	--
17	Providing Second Class Burnt Brick masonry with conventional / Indian Standard type bricks in cement mortar 1:4 in half brick thick wall including mild steel longitudinal reinforcement of 2 bars of 6milimetre diameter / 2 hoop iron strips 25milimetre x 1.6 milimetre painted with anticorrosive paint at every third course properly bent and bonded at ends, scaffolding, racking out joints and watering etc. complete.	Bd - G - 7	316	--

Contractor

No. of Correction

Executive Engineer

18	Supplying and fixing in position extruded modular aluminium section _____ sliding windows mounted on rectangular frame of size 63 x 38 x 2.00 mm thick (1.054 kg/Rmt) made of two/three track drain bottom section of size 61 x 45 x 1.3 mm thick (1.055 kg/Rmt.) and top and sides sections of size 61 x 31 x 1.3 mm thick (0.659 Kg/Rmt.). The shutter should be of bearing bottom of size 40 x 18 x 1.20 mm thick (0.417 Kg/Rmt.) top member of size 40 x 18 x 1.20 mm thick (0.475 Kg/Rmt.) interlocking section size of 43 x 27 x 1.30 mm thick (0.558 Kg/Rmt.) and handle section of size 43 x 18 x 1.3 (0.424 Kg/Rmt.) selected quality 5.5 mm thick clear glass to be fixed in shutter with neoprene gasket with approved quality PVC rollers necessary locks handles PVC lining and wooden encasement wherever necessary etc. complete.			
A)	Two Track	--	--	As directed by Engineer-in-charge
B)	Three Track	--	--	As directed by Engineer-in-charge
19	Providing and fixing in position aluminium louvered windows / ventilators (IS Std.) of various sizes with powder coating as per detailed drawings and specifications including aluminium frames 80 x 38 mm box type 5 mm thick sheet glass louvers, clips / rubber plain P.V.C. gaskets of approved quality etc. complete. (Sample to be got approval from Executive Engineer before use)	--	--	As directed by Engineer-in-charge
20	Providing sills, jambs and frames of white/approved colour marble slabs 20 mm thick of approved quality, vein and colour with machine polished surface on a bed of cement mortar 1:4 including neat cement float, filling joints with cement slurry to match the colour of the slabs, curing polishing and rounding edges, cleaning etc. complete.	Bd - M - 31	392	--
21	Providing sills,jambs and frames of polished Black Kadappa stone 25 to 30 mm thick, on a bed of cement mortar 1:4 including neat cement float, filling joints with slurry, curing, polishing, rounding edges, cleaning etc. complete.	Bd - M - 29	391	--

Contractor

No. of Correction

Executive Engineer

22	Providing and fixing solid core flush door in single leaf 35 mm thick decorative type of exterior grade as per detailed drawings or as approved face veneer on both faces venetians, all necessary beads, moulding and lipping, brass oxidised fixtures and fastenings with mortise lock cromium plated handles on both sides and finishing with Fresch polishing etc. complete (without frame)	Bd - T - 34	499	--
23	Providing and fixing sintex or equivalent single leaf door shutter of approved colour made out of extruded rigid PVC hollow section DWUF-305 shutter frame of size 26 x 47 milimetre having double wall construction as vertical styles, top and bottom rails and middle locks rail of size 26 x 94 milimetre and the panel in fill SPUF-105 multichamber hollow plastic section of size 12 x 150 milimetre joined each other by tongue and groove interlocking systems duly inserted in shutter frame and all shutter frames, lock rails, styles reinforced by seasoned wood inserted inside for fixing of hinges, aldrops, tower bolts and door stoppers etc. All corners should be mitre cut, joined each other by metal screw after inserting rigid "L" bracket PVC reinforcement of size 125 x 200 milimetre including synthetic metal fixtures and fastenings, remaking damaged surface etc. complete. (Without Door frame)	--	--	As directed by Engineer-in-charge
24	Providing and fixing anodised aluminium fully glazed doors including door frame with powder coating 5 mm thick sheet glass necessary fixtures, and fastenings neoprene type rubber plain gaskets as per IS std. & detailed drawing etc. complete. (sample to be got approved from Ex. Engineer before use)	--	--	As directed by Engineer-in-charge
25	Providing internal cement plaster 12 milimetre thick in single coat in cement mortar 1:4 with neeru finish to stone masonry and concrete members surface in all positions including scaffolding, racking out joints, providing groove at joints of stone masonry and concrete members and curing complete.	Bd - L - 2	367	--
26	Providing external cement plaster 20mm thick in two coat, in C.M. 1:4 without neeru finish to brick masonry or concrete surface in all positions including scaffolding, racking out joints, providing groove at joints of stone masonry and concrete members and curing etc. complete.	Bd - L - 4	368	--

Contractor

No. of Correction

Executive Engineer

27	Providing and fixing ceramic tiles of IS Standard and approved quality 60 centimetre x 60 centimetre size for flooring in required position laid on bed of cement mortar 1:4 including cement float, filling joint with white/colour cement slurry, cleaning, curing, etc. complete.	Bd - M - 12	385	--
28	Providing and laying ceramic tiles of IS Standard and approved quality 45 x 45 cm size for dado and skirting in required position with ready made adhesive mortar of approved quality in required position after making the wall portion in level in plaster of cement mortar 1:4 including joint filling with white / colour cement slurry, cleaning, curing etc. complete.	Bd - M - 13	386	--
29	Providing and laying ceramic tiles of IS Standard and approved quality 20 x 20 cm size for dado and skirting in required position with ready made adhesive mortar of approved quality in required position after making the wall portion in level in plaster of cement mortar 1:4 including joint filling with white / colour cement slurry, cleaning, curing etc. complete.	Bd - M - 13	386	--
30	Providing and fixing ceramic tiles (Anti Sleepary tiles) of IS Standard and approved quality 30 centimetre x 30 centimetre size for flooring in required position laid on bed of cement mortar 1:4 including cement float, filling joint with white/colour cement slurry, cleaning, curing, etc. complete.	Bd - M - 12	385	--
31	Providing and laying polished Kota Stone Slabs 25 millimeter to 30 millimeter thick for treads and risers for steps and staircase in piece with rounded nosing & engraving three lines for treads on bed of 1:4 cement mortar including neat cement float, filling joints with cement slurry, curing, polishing and cleaning etc. complete.	Bd - M - 22	390	--
32	Providing and fixing Kadappa Stone Slab for Kitchen Platform of approved type and design 40 milimetre thick in cement mortar 1:4, including providing and fixing border patti on front edge, filling joints, curing, cleaning etc. complete.	--	--	As directed by Engineer-in-charge
33	Providing and applying primer coat of approved quality to old/new wall surface to receive oil bound distemper treatment, including scaffolding, preparing the surface as directed etc. completed. (Prior approval of S.E. shall be obtained)	--	--	As directed by Engineer-in-charge

Contractor

No. of Correction

Executive Engineer

34	Providing and applying washable oil bond distemper of approved colour, shade and quality to old/new surface, in three coats including scaffolding, preparing the surfaces etc. complete. (excluding primer coat)	Bd - P - 5	413	--
35	Providing and applying three coats of waterproof cement paint of approved manufacture and colour to the plastered surface including scaffolding preparing the surface, watering for two days etc. complete.	Bd - O - 8	406	--
36	Providing and fixing Orissa type Coloured glazed first class with flushing cistern and brick bat coba (of Indian Standard Identification) earthenware 625 x 450 millimetre water closet pan including "P" trap, white earthenware foot rests, Cast Iron soil and vent pipes upto the outside face of the wall including 100 millimetre diameter cast iron plug bend, cement concrete bedding, 10 liters capacity UPVC /Fibre flushing cistern of approved quality and make with fittings, inlet pipe with stop tap, brackets for fixing the cistern, 32 millimetre diameter UPVC flush pipe with fittings and clamps, 20 millimetre diameter galvanised iron overflow pipe with mosquito proof coupling, galvanised iron chain and pull, painting to the cistern and exposed pipes and cutting and making good the walls and floors etc. complete.	--	--	As directed by Engineer-in-charge
37	Providing and fixing white glazed earthenware wash hand basin of 45 x 30 cm. size including cold water pillar taps, brackets, rubber plugs and brass chain, stop tap, chromium plated bottle trap, and necessary pipe connections including UPAC waste pipe and trap upto the outside face of the wall, making good the damaged surface, testing etc. complete.	Bd - V - 30	565	--
38	Providing and fixing Steel sink of size 60 x 45 x 25 centimetre including all connections of Galvanized Iron supply and UPVC waste pipe and trap upto outside face of wall, cold water chromium plated screw down bib tap, rolled steel or Cast Iron brackets, rubber plug and brass chain, stop tap, making good the damaged surface, chromium plated bottle trap testing etc. complete. (Prior approval of sample and brand by Ex. Engineer is necessary before use.)	Bd - V - 31	566	--
39	Providing and fixing 10 centimetres diameter Poly Venly Chloride Nahani Trap fixed with P.V.C. grating, P.V.C. plug bend and piece of P.V.C. pipe upto plug bend, scaffolding etc. complete.	Bd - V - 32	567	--

Contractor

No. of Correction

Executive Engineer

40	Providing and constructing Brick Masonry Inspection chamber 45 to 90 cm in depth including 1:4:8 cement concrete foundation, 1:2:4 cement concrete channels, brick masonry, plastering from inside and outside as required in cement mortar 1:3 and airtight Reinforcement Cement Concrete lid with frame fixed in cement concrete 1:2:4, curing, testing etc. complete..			
A)	900 x 450 millimetre	Bd - V - 43	574	--
B)	600 x 450 millimetre	Bd - V - 43	574	--
41	Providing and laying on walls / ceiling/ floors - approved Medium Type Galvanised Iron pipe having embossed at every meter the Indian Standard Identification mark and name of manufacturer, having -- milimetre outer diameter and -- kilogramme/ running metre weight with screwed sockets, joints, and necessary galvanised iron fittings such as backnuts\, elbows, bends, tees, reducers, enlargers, plugs, etc. including necessary drilling in holes in walls/slabs etc. and remaking good the demolished portion to restore the same in original condition neatly and applying primer and two coats of oil painting including necessary scaffolding including removing existing pipe if necessary and conveying and stacking in P.W.D. chowky or as directed etc. complete.			
A)	15 mm dia. (outer dia 21.32 mm & weight 1.27 Kg/rmt.)	Bd - V - 5	551	--
B)	25 mm dia. (outer dia 33.70 mm & weight 2.52 Kg/rmt.)	Bd - V - 5	551	--
42	Providing and laying salt glazed stone ware pipe including fittings such as bends, tees, single junction, double junction, laying, jointing including excavation and refilling trenches complete.			
A)	100 milimetre diameter	Bd - V - 39	573	--
B)	150 milimetre diameter	Bd - V - 39	573	--
43	Providing soak pit of size 120 x 120 x 120 centimetre including excavating and filling with brick bats charcoal as per drawing etc. complete.	Bd - V - 46	576	--
44	Providing and fixing mild steel grill work for windows, ventilators weighing 15 Kilogramme per square metre as per drawing, including necessary fixtures, welding and painting with one coat of anti-corrosive paint etc. complete.	Bd - U - 1	537	--

45	Providing and fixing mild steel grill railing weighing 15 kg per sq. m with C. C. teak wood hand rail of size 75 x 60 mm and sill of 75 x 25 mm for staircase and varandah, including fabricating, fixtures, erecting, painting grill work with one coat of anticorrosive paint and polishing the sill, hand rail with french polishing complete.	Bd - U - 2	537	--
46	Providing and fixing 15 milimetre diametre screw down bib/stop tap of brass of approved quality and make, including necessary sockets, union nut, testing etc. complete.	Bd - V - 8	554	--
47	Providing and fixing 100 milimetre diameter Chromium plated brass shower rose to 15 milimetre diametre Galvanized Iron Pipes including necessary bends and sockets etc. complete.	Bd - V - 12	6	--
48	Providing and fixing 450 x 550 milimetre size superior type Belgium mirror with 16 milimetre diametre nickel plated towel rod etc. complete.	--	--	As directed by Engineer-in-charge
49	Providing and fixing chromium plated aluminium towel rails 20 diametre and 75 centimetre long of required length and approved quality fixed on teak wood plate 3" x 3/8" including providing teak wood block in the brick work etc. as directed etc. complete.	--	--	As directed by Engineer-in-charge
50	Providing and fixing mild steel grill gate with angle iron frame 65 x 65 x 10 milimetre with iron bars at 150 milimetre etc. centre to centre and diagonal flats as per the detailed drawing, including hinges, pivot blocks, locking arrangement, welding, reveting with oil painting in three coats of approved colour shade etc. complete. (Weight of gate 35 kilogramme /square metre)	Bd - W - 6	585	--
51	Providing hoisting and fixing in position Sintex or equivalent high density polythelene UV stabilized conforming to I.S.I.12701, water storage tank with necessary connections, testing etc. complete. (Prior approval of sample by Ex. Engineer is necessary before use)	--	--	As directed by Engineer-in-charge
52	Providing and fixing 25 mm thick marble tablet of size and description as per detailed drawings including engraving the description, filling the lead, moulded marble 1:2 cement mortar border etc. complete.	Br - 56	150	--

Contractor

No. of Correction

Executive Engineer

53	Providing and fixing informatory sign boards in square and rectangular shape of any size made out of 16 Gauge (1.6 mm) thick Mild steel sheet painted with one coat of zinc chromate stoveing primer and two coats of green stove enamel paint on front side and grey stove enamel on back side and border message/ symbols etc. with cutout of white retro reflective sheeting of engineering grade, including M.S. angle frame of size 35 x 35 x 3 mm and two M.S. angle iron post of size 65 x 65 x 6 mm 3.65 metre long properly crossed brace with angle iron of size 50 x 50 x 5 mm duly painted with alternate black and white bands of 25 cm width including G.I. fixtures etc and fixing the board in 1:4:8 concrete block of size 60 x 60 x 75 cm including transportation etc. complete (The work to be executed with prior approval of superintending engineer)	IRC - 67 of 2001	--	--
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**Contractor**

**Deputy Engineer (NRHM)  
Raigad Zilla Parishad, Alibag**

**Executive Engineer (W.D.)  
Raigad Zilla Parishad, Alibag**

Contractor

No. of Correction

Executive Engineer

# GUARANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper Worth Rupees 50/-)

In consideration of the Governor of Maharashtra (hereinafter referred to as “the Government”) having agreed to exempt \_\_\_\_\_ (hereinafter referred to as “the Contractor” ) from depositing with the Government in cash the Sum Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only.) being the amount of Security Deposit payable by the Contractor to the Government under the terms and conditions of the Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ and made between the Government of the one part and the contractor of the other part (Hereinafter referred to as “the said Agreement” ) for \_\_\_\_\_ as security for the observance and performance by the contractor of the terms and conditions of the said agreement on the contractor furnishing to the Government a guarantee in the prescribed form of a Scheduled Bank in India being in fact these presents in the like sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only .) , we \_\_\_\_\_ BANK /LIMITED registered in India under \_\_\_\_\_ Act and having one of our Local Head Office at \_\_\_\_\_ do hereby.

**1) GUARANTEE TO THE GOVERNMENT :-**

- a) Due performance and observance by the contractor of the terms covenants and condition on the part of the contractor contained in the said Agreement and
  - b)
  - c) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the contractor under or in respect of the said Agreement.
- 2) Undertake to pay to the Government on demand and without demur and notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding filed in any Court or Tribunal relating thereto the said Sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) or such less sum as may be demanded by the Government from us our liability hereunder being absolute and unequivocal and agree that.
- 3) a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the dues of the Government under or by virtues of the said

Contractor

No. of Correction

Executive Engineer

Agreement have been duly paid and its claims satisfied or discharged and till the Government certified that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.

- b) We shall not be discharged or released from the liability under this Guarantee by reasons of.
- i) any change in the constitution of the Bank or the Contractor of
  - ii) any arrangement entered into between the Government and the Contractor with or without our consent.
  - iii) any forbearance or indulgence shown to the Contractor.
  - iv) any variation in the terms, covenants or conditions contained in the said Agreement.
  - v) any time given to the Contractor or
  - vi) any other conditions or circumstances under which in law, a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said Sum of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only.) AND
- d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

IN WITNESS WHEREOF the Common Seal of \_\_\_\_\_ has been hereunto affixed this \_\_\_\_\_ day of 200\_\_.

The Common seal of \_\_\_\_\_ was pursuant to the resolution of the Board of Directors of the Company dated the \_\_\_\_\_ day of \_\_\_\_\_ herein affixed in the presence of who in token thereof, have hereto set their respective hands in the presence of

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

### **DECLARATION OF CONTRACTOR**

I hereby declare that I have made myself thoroughly conversant with the local conditions regarding all materials such as stones, murum, sand etc. and labour on which I have based my rates for this work. The specifications and lead for this work have been carefully studied and understood by me before submitting the tender. I undertake to use only the best materials approved by the Executive Engineer-in-charge of

Contractor

No. of Correction

Executive Engineer

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**

Contractor

No. of Correction

Executive Engineer

# **D R A W I N G S**

## **CONTRACT DRAWINGS**

The Contract Drawing provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualize the nature of 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 / prices for the work shall be deemed to include the cost of preparation supply and delivery of all necessary drawings, prints, tracings and negatives which the contractor is required to provide in accordance with the contract.

### **DOCUMENTATION**

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

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



**Raigad Zilla Parishad,  
Works Department, Alibag**

**B-1**

**TENDER PAPERS**

**NAME OF WORK : Construction of primary health center building  
at Nandvi, Tal-Mangaon, Dist: Raigad.**

**EXECUTIVE ENGINEER  
RAIGAD ZILLA PARISHAD, ALIBAG**

**Aggrement No :-----**

**Dated :-----**

**Amount :-**