

GOVERNMENT OF MAHARASHTRA



सत्यमेव जयते

PUBLIC WORKS DEPARTMENT

**SUPERINTENDING ENGINEER N.H CIRCLE, KONKAN
BHAVAN NAVI MUMBAI**

EXECUTIVE ENGINEER N.H. DIVISION, RATNAGIRI

TENDER PAPERS

Name of work : Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

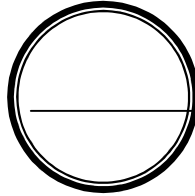
Estimated Amount : Rs. 40,77,732/-

Earnest Money : Rs. 40,800/-

2025-26

Opened in my presence

Divisional Accounts Officer,
Gr.(I),
NH Division,
Ratnagiri-411 001.



Opened by me

Executive Engineer,
NH Division,
Ratnagiri

INDEX

NAME OF WORK :- **Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.**

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Issued to	D.R. No.
.....	Dated
.....	Registered in Class
On Dated	Valid upto

Contractor.

**Divisional Accounts Officer,
NH Division, Ratnagiri**

INSTRUCTIONS FOR THE TENDERER

Sr. No.	Particulars
	<u>Please do not forget to attach :-</u>
1	The challan or short term deposit receipt or term deposit receipt for a period of one year issued by a Scheduled / Nationalized Bank in support of having paid the earnest money , unless exempted if exempted, attested Photostat copy of earnest money exemption certificate may be attached.
	<u>These should be in a separate cover :-</u>
2	Every tendered shall furnish along with the tender, his PAN No (Permanent Account Number)
3	Maharashtra Goods and Service Tax Registration Certificate (GST) Under the Rule 8 and 9 provided by Maharashtra GST Act-2017 (duly attested)
4	A certified Photostat copy of Valid Profession Tax Registration Certificate.
5	A certified Photostat Copy of Valid Registration certificate.
6	Photostat attested copy of Registered Partnership deed and power of Attorney.
7	A list of works tendered for and in hand (Form No.1)
8	List of Machinery and plants available with the tendered for immediate use on this work. (Form No.II)
9	A List of works of similar type and magnitude carried out (Form No.III)
10	Details of works executed in the interior backward and hilly areas during the preceding years. (Form No.IV) (If applicable)
11	Details of Technical personnel on the roll of the tendered. (Form No.V)

Important Note : Please note omission to attach any document is likely to invalidate the tender.

GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT
INVITATION FOR TENDERS

DETAILED TENDER NOTICE

Name of work :- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

- 1.0** Online e-tenders in form B-1 Percentage basis are invited on behalf of Governor of Maharashtra from registered contractors of eligible class of the Public Works Department and Irrigation Department of Maharashtra State for the work Detailed in the table by the Executive Engineer, National Highway Division, Ratnagiri. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

Sr. No.	Name of work	Estimated Cost (Rupees)	Bid Security (Rs.)	Cost of Tender Document (Rupees) (Non-Refundable)	Class of Contractor	Time limit in Tender (Calendar months)
1	Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.	<u>40,77,732/-</u> <u>(Excluding of GST)</u>	<u>40,800/-</u>	<u>Rs. 1000</u> <u>+18% GST=</u> <u>180</u>	III and Above ,	06 Months including rainy season.

1. Name of work :- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.
2. Cost of each blank tender form :- Rs. 1000/- (Non refundable) (Online bharatkosh.gov.in) + 180 GST (Non refundable) (Online GST Portal)
3. Estimated cost of work :- Rs. 40,77,732/- (Excluding of GST)
4. Time limit :- 06 Months including rainy season.

5. Earnest money :- **Rs. 40,800/-**
 6. Security Deposit.
 - a) Initial Security Deposit. :- **Rs. 40,800/-**
 - and
 - b) Further Security :- **Rs. 40,800/-**
 - Deposit, to be deducted from R.A. Bills.
 7. Last date and time up to which blank tender forms will be issued. :- **24.06.2026 to 20.07.2026 at (17:30 Hrs) in office hours.**
 8. Date and Time of submission of bid security and cost of Tender fee document in original. :-
 9. Last Date of Submission of queries by email :-
 10. Pre bid conference Date and Place :-
 11. Reply to queries by Department :-
 12. Date and time of opening of tender. :- **21.07.2026 at (12.00 Hrs).**
 13. Probable date and time of opening of tender. :- **Do**
 14. Validity period :- **75 days**
 15. Tender form, conditions of contract, specifications and contract drawings can be downloaded from the Public Works Department, Government of Maharashtra i.e. www.mahapwd.com to the registered Contractors of appropriate category i.e. **Class-III and above** after entering the details payment of **Rs. 1000/- (Rupees one Thousand only)** **The fees of tender document will be nonrefundable.** Further information regarding the work can be obtained from the above office.
- A Bidder is required to submit, along with its BID, a BID Security of Rs. **40,800/- (the "BID Security")**, refundable not later than 120 (One hundred & Twenty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. This Guarantee / FDR shall be in the name of **Executive Engineer NH Division Ratnagiri**. To participate for bidding, bidders have to pay 1180/- (+ GST @ 18%) towards fee for BID document (non-refundable). [Tender fee Rs. 1,000/- to be submitted through the portal "**bharatkosh.gov.in**" (receipt / document to be submitted online payment to be submitted online on eprocure.gov.in] + 18% GST amounting to Rs. 180/- Contractor should have to pay applicable amount of GST @18% on tender document fee under head Reverse Charge Mechanism under GST act **and Challan Receipt / Document in support of online payment to be submitted online on eprocure.gov.in**).
12. The offer of the Contractor shall remain valid for a minimum period of **75 days** from the date fixed for opening of envelope no. 2 (Main Tender) 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.
 13. The tender notice shall form a part of the contract agreement.
 14. The tenders are invited on the Departmental design only.
 15. The blank tender forms will be sold only to the registered Contractors of appropriate category only i.e. class **III** and above on production of original or attested copy of valid registration or renewal certificate at the time of applying for issue of blank tender forms otherwise blank tender forms will not be issued to them.

16. The tenderer if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the person who holds the power of attorney if any, authorizing him to conduct transaction on behalf of the firm or company.
17. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/ amendments if any shall be communicated to all tenders in the form of corrigendum or by a letter as may be considered suitable.
18. In case of **B-1** Tender, the tenderer shall enter in blank space on page no. - of the agreement B-1 form under para "**Tender for the Work**" the percentage in figures and words and score out one of the words "**below / above**" as necessary under his attestation. In case there is difference between percentage written in figures and words the lower offer will be taken as final.
19. Tender which do not fulfill all or any conditions or are incomplete in any respect are liable to summarily rejection.
20. Right is reserved to reject any or all tenders without assigning any reason thereof.
21. No pages should be removed from, added in or replaced in the Tender.
22. 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.
23. Contractor shall submit a certificate to the effect that "All the payments to the labour/staff are made in bank accounts of staff linked to Unique Identification Number (AADHAR CARD)." The certificate shall be submitted by the contractor within **90 days** from the commencement of contract. If the time period of contract is less than **90 days** then such certificates shall be submitted within 15 days from the date of commencement of contract. (शासन निर्णय क्र. निविद-२०१६/ प्र.क्र.२०/शिकाना/इमा-२ मंत्रालय, नागपुर दि. ०९/१२/२०१६)

GENERAL

- a) **Time Limit** : The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.
- b) **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 application to all leads and lifts.
- c) **Tender Units** : The tenderers should particularly note the unit mentioned the Schedule 'B' on which the rates are based. No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.
- d) **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 portion above with the initials of the tenderer.
- e) All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the Tenderer. The tender should bear full signature of the tenderer, or his authorised power of attorney holder in case of firm.
- f) **The GST @ 2% from Contractor registered under GST 2017 shall be deducted from R.A. bill amount whether measured bill, advance payment of secured advance.**

2.0 EARNEST MONEY

- 2.1 The contractor shall pay along with the tender the sum of **Rs. 40,800/- (Rupees Forty Thousand Eight Hundred only)** as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender Treasury challan/ Call deposit receipt **FDR/Bank Guarantee** or term deposit receipt for a period of one year of any Scheduled Bank for the like amount in favour of the **Executive Engineer, National Highway Division, Ratnagiri**. The said amount of earnest money shall not carry any interest what so ever. The said amount of earnest money shall not carry any interest what so ever. (Amended vide G.R. P.W.D. Department's corrigendum No. CAT-1073/16967 Dated 14/5/1976).

- 2.3 Tender who do not deposit earnest money in one of the above acceptable forms their tender shall be summarily rejected without opening envelope no. 2. Earnest money in any other form of cash or cheque will not be accepted.
- 2.4 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.
- In case of the successful tenderer it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the Government.
- 2.5 Earnest money of the unsuccessful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.

3. **TENDERING PROCEDURES**

- 3.1 Issue of blank tender forms :- Online
- 3.2 The tender submitted by tenderer shall be based on the clarification, additional facility issued (if any) by the Department and this tender shall be un-conditional. Conditional tenders will be summarily rejected.
- 3.3 **IMPORTANT :** All tenderers are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be rejected as non responsive.

3.4 **Manner of submission of tender and its accompaniments :-**

- i) Tender shall be submitted in two separate sealed envelopes.
- ii) Tenderer shall submit the tender and documents in two sealed envelopes as below :-

3.5 **Envelope No. 1 (Documents) :-**

The first envelope clearly marked as "ENVELOPE NO. 1" shall contain the following documents duly attested by a Gazetted Officer of Public Works Department, not below the rank of Deputy Engineer:-

- a) The Contractor shall submitted Tender Document purchase(Tender Fees) receipt and GST on Tender Fees Receipt/GST Challan
- b) The contractor shall pay along with the tender the sum of **Rs. 40,800/- (Rupees Forty Thousand Eight Hundred only)** as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender shall be paid via D.D. or FDR for a period of one year of any Nationalized / Scheduled Bank for the like amount in favour of the **Executive Engineer, National Highway Division, Ratnagiri**. The said amount of earnest money shall not carry any interest what so ever. The said amount of earnest money shall not carry any interest what so ever. (Amended vide G.R. P.W.D. Department's corrigendum No. CAT-1073/16967 Dated 14/5/1976).

सुचना - सदरची कामे सामान्य कंत्राटदार वर्गवारीची असल्याने या निविदांमध्ये नोंदणीकृत सुशिक्षित बेरोजगार अभियंता यांनी सहभाग घेतल्यास त्यांनी सामान्य कंत्राटदारांप्रमाणे नियमानुसार बयाणा/ इसारा रक्कम भरणे आवश्यक राहिल. अन्यथा बयाणा/ इसारा रक्कम न भरलेस निविदा अपात्र ठरविण्यात येईल.

- c) **Certificate** as a **Registered Contractor** with the Government of Maharashtra in Public Works Department/~~PMC/PCMC Pune in appropriate class (True copy thereof duly attested by Gazetted Officer).~~
- d) **Details of Income Tax, Tender's PAN NO. Details of last five years of Income Tax Return.**
- e) Attested copy of **Registered Partnership Deed Memorandum and Articles of Association** if the tenderer is a Partnership firm and Power of Attorney.
- g) **Power of Attorney**
- h) **Scanned copy of Undertaking**
- i) **Scanned copy of Declaration of Contractor**
- j) **Scanned copy of Affidavit**
- k) **last five years Turn Over Certificate certified by Chartered Accountant with UDIN No.**

- l) Statement showing Work Done in All classes of Civil Engineering Construction works during last five years
- m) Details of works of similar type and magnitude during last five
- n) Details of other works tendered for and in hand
- o) Bid Capacity Statement with UDIN Number
- p) Details of Technical Personnel available with Contractor

3.5.1 Additional Security Deposit (Performance Security.)

Performance Security Deposit

i) Additional Performance Security Deposit (if required), should be _____ submitted by lowest contractor to the **Executive Engineer, National Highway Division, Ratnagiri**, with the name of the work written at the top of the envelop will be received in the office of the **Executive Engineer, National Highway Division, Ratnagiri**, within 8 days (eight days) after opening of envelop no. 1 & 2 [**in no case limit of 8 days will be extended**]. Bids will be opened as per the Tender Schedule, in the presence of such intending Tenders or his/ their authorized representatives who may chase to be present at that time

ii) **Condition for payment of additional performance security deposit if offer quoted by the tenderer is below the cost put to tender.**

- 1 The contractor should submit justification, if he quote his offer below 10% or more. He should clarify in detail that how he will be able to complete the work with quality within stipulated time period to the tender accepting authority. If he failed to give proper justification, his offer will be rejected.
If lowest quoted offer is a up to 1.00% below the estimated cost put to tender then
2. no additional performance security is to be paid by the contractor
- 3 If lowest quoted offer is up to 10% below the estimated cost put to tender then contractor should submit 1% amount of estimated cost put to tender as performance security in the form of demand draft./Bank Guarantee
- 4 If quoted offer is more than 10% below and upto 15% below then contractor should submit additional consolidated demand draft. (Example – If contractor quoted 14.2% below then he should submit $14.2 - 10 = 4.2 + 1$ i.e, 5.2% of estimated cost put to the tender as performance security in the form of Bank guarantee.
- 5 If quoted offer is more than 15% below then contractor should submit additional consolidated demand draft (Ex. Tender quoted 19% below then he should submit 1% for below from 1 to 10% and $(15\% - 10\%) = 5\%$ for below excess to the 10% and $(19\% - 15\%) = 4\% \times 2 = 8\%$ thus total = $1 + 5 + 8 = 14\%$ of the estimate cost put to the tender as performances Security in the form of FDR/Bank Guarantee of Nationalized/Scheduled Bank.

Following are rules for taking and refund of Bank guarantee

- i) Bank guarantee should be in the name of **Executive Engineer, National Highway Division, Ratnagiri**
- ii) Bank guarantee should be from Nationalized / Scheduled Bank.
- iii) Bank guarantee should be valid up to Defect Labilities Period of work.
- iv) Scan copy of Bank guarantee should be uploaded in envelope No.2
- v) Contractor should submit Bank guarantee in dully sealed envelope **Executive Engineer, National Highway Division, Ratnagiri** within 5 working days fix for opening of tender. He should mention name of work and tender Notice No. on the

envelope.

- vi) Bank guarantee should bear MICR & IFSC Code of issuing bank.
- vii) After opening and scrutinizing of tender in envelope No. 1 & 2 Bank Guarantee for additional performance security deposit of all the tenderers will be returned except lowest two tenderer within 7 days.

If the contractor does not submit additional performance security (if applicable) within stipulated period to **Executive Engineer, National Highway Division, Ratnagiri** then his tender will not be considered for acceptance and his Earnest money Deposit will be forfeited to Government. Also, his registration will be Terminated for one year by concerned Superintending Engineer Public Work Department, Government of Maharashtra who has issued registration certificate.

The work order will be issued to the contractor only after verification of Bank Guarantee submitted as performance security.

Performance security Bank guarantee will be refunded to contractor within 3 months after completion of defect liability period prescribed for the work. There shall be no liability on the department to pay any interest on additional performance Security Deposit amount deposited by or recovered from the contractor.

- viii) This Additional Performance Security shall be treated as part of the Performance Security.
Refund of Additional Performance Security.

The additional Performance Security shall be returned immediately up on satisfactory completion of work; the certificate of which shall be issued by the Executive Engineer before releasing the additional performance security.

3.6 Envelope No.2 (Main Tender) :- (Financial Bid)

The second envelope clearly marked as envelope no. 2 shall contain only the main tender including the common set of deviations and additional facilities (if any) issued by the Department after the Pre tender Conference. A tender submitted without this would be considered as invalid.

The Contractor will have to sign the original copy of the tender papers and the drawing according to which the work is to be carried out. He shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, availability of labour and materials and that he has quoted his rates with the consideration to all these factors.

The tenderer should quote his offer in **B-1 tender** at the appropriate under the heading **TENDER FOR WORKS**. He should not quote this offer anywhere directly or indirectly in envelope no. 1. The Contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / additional stipulations made by the Department as informed to him by a letter from Chief Engineer/ Superintending Engineer after Pre tender Conference. This tender shall be unconditional.

Even though the tenderers meet the above requirement they are subject to be disqualified if they have made misleading or false representations in the forms statements an attachment submitted in proof of the qualification requirements.

AND/OR

Record of proof performance such as abanding the works, not properly completing the contract, inordinate delay in completion or work litigation history or financial failures etc.

Additional Security Deposit (Performance Security.)

If the tenderer has quoted the offer below the estimated rates put to tender, in case of percentage rates tender, or lower amount than the tenderer shall to submit Additional Security Deposit (Performance Security) in the form of Demand Draft of any Nationalised or Scheduled bank in favour of the **Executive Engineer, National Highway Division, Ratnagiri** (for details please see page No. 13 to 14)

3.7 SUBMISSION OF TENDER :-

The two sealed envelopes 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 of Construction of Bus Shelter along Mumbai Goa Road in Ratnagiri District in the state of Maharashtra.**

- i)
- ii)
- iii) 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 Acknowledgement Due. 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, NH. Division, Ratnagiri**, before the expiry of 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 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.
- iii) All xerox copies submitted in connection with tender shall be attested by Gazetted Officer, not below the rank of Deputy Engineer of Public Works Department only. Otherwise their tender will not be considered for further action and envelope No.2 will not be opened.

3.8 OPENING OF TENDERS :-

On the date specified in the tender notice following procedure will be adopted for opening of the tender.

Envelope No. 1 :- 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 but the same will be recorded.

Envelope No. 2 :- This envelope shall be opened immediately after opening of Envelope No.1 or any other date informed only if contents of Envelope No.1 are found to be acceptable to the Department, the tendered rate in Schedule 'B' or percentage above/below the estimated rates of the agreement **B-1** shall then be read out.

3.9 ACCEPTANCE TENDER :-

- 3.9.1 The acceptance of tender may be communicated to the Contractor telegraphically or otherwise either by the tender opening authority or any authority in the department including Government.
- 3.9.2 The successful tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent licence issued in his favour under provisions of the Contract Labour (Regulation and Abolition) Act, 1970 before starting the work. On failure to do so, the acceptance of tender is liable to be withdrawn and earnest money forfeited.
- 3.9.3 The tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he/they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948, applied to the zone in which the work lies and act accordingly.
- 3.9.4 The Contractor shall comply with the provisions of the payment of Wages act, 1936, Minimum Wages Act, 1948, Employees' Liability Act, 1938, Workmen's Compensation Act, 1961, The Contract Labour (Regulation and Abolition) Act, 1979, and any modification thereof or any law relating thereto, and rules made thereunder from time to time.
- 3.9.5 The Contractor whose tender is accepted is required to note that no foreign exchange will be released by the Department.

- 3.9.6 The Contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The Contractor shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, and availability of labour and materials and that he has quoted his rates with the consideration to all these factors.

3.10 SECURITY DEPOSIT :-

- 3.10.1 The successful tenderer shall have to pay **50%** security deposit or in shape of **National Saving Certificate** pledged in favour of **Executive Engineer, NH Division, Ratnagiri - or Term Deposit Receipt Nationalised / Schedule Banks in favour of the Executive Engineer, NH Division, Ratnagiri-** or Bank Guarantee from a Nationalised / Schedule Banks in the enclosed form and complete the contract documents failing which his earnest money will be forfeited to Government. The **balance 50%** security deposit will be recovered from the R.A. bills at 2 (Two)% of the bill amount. Amount of total Security Deposit to be paid shall be **1 (One)%** of the bill amount.
- 3.10.2 All compensation or other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- 3.10.3 There shall be no liability on the Department to pay any interest on the Security Deposited by or recovered from the Contractor.
- 3.10.4 The Security Deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provisions in clause 1 and 20 of the contract.
- 3.10.5 Condition for payment of additional security deposit, if offer quoted by the tenderer is more than **10%** below the cost put to tender.

The contractor shall deposit an additional security deposit along with the security deposit as per Clause 1.0 within 10 days of acceptance of tender in the form of Bank guarantee, when the below percentage quoted is less than 10% of cost put to tender.

4.0 BIDDERS TO TAKE NOTE

The bidder has to submit the tender document (s) online/e-Procurement system well in advance before the prescribed bid submission end date and time as per server system clock to avoid any delay or problem during the bid submission process.

Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.

The time that is displayed from the server clock at the top of the Tender Portal, will be valid for all actions of requesting bid submission, bid opening etc. in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST), which is GMT+5:30. The bidders should adhere to this time during bid submission.

The Tender Inviting Authority (TIA) shall not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to contemporary/local issues.

Bidder shall refer conditions of "Additional (Performance) Security Deposit", which are to be followed within 5 days of last date of online bid preparation and submission.

If the bidding documents shall not be submitted successfully completely online due to technical problems of computer, internet etc. then for such cases bidder will be responsible.

The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. For such things bidders are responsible.

The tender submitted by the Bidder shall be based on clarification, additional facility issued (if any) by the Department, and this tenders shall be unconditional.

All Bidders are cautioned that the tenders containing any deviation, from the contractual terms and conditions, specifications or other requirements and conditional tenders; will be rejected as non-responsive.

If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take in to account of the corrigendum published before submitting the bids online.

5.0 OPENING OF TENDERS:

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

Technical Bid (Envelope No.1)

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

Financial Bid (Envelope No.2)

This envelope shall be opened online after opening and scrutinizing of Envelope No.1, only if contents of Envelope No. 1 are found to be acceptable to the Department. The tendered rate in Bill of Quantities shall then be read out to bidders who remain present at the time of opening of Envelope No.2 (Financial Bid)

5.1 TENDER ACCEPTANCE:

Acceptance of tender will rest with the Superintending Engineer, N.H. Circle, Kokan bhavan navi Mumbai where serves the right to reject any or all tenders without assigning any reason there for. In case of failure on the part of Bidder 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 Bidder shall be considered as withdrawn by him.

Assessed available Bid Capacity= (A*N* 2)-B

The tenderer who meets the minimum qualification criteria shall be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under.

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

Where

- A** = Maximum value of Annual Financial turnover in any one year during the last FIVE Years (updated to **2024-25 level**) as of Previous years shall be given weightage 10% per year.
- N** = Number of years prescribed for completion of works for which bid are invited.
- B** = Value of **2024-25** price level, of existing commitments and on going work to be completed during the next **one year**.

Financial year	Multiplying Factor
2020-21	1.46
2021-22	1.33
2022-23	1.21
2023-24	1.1
2024-25	1.00

NOTE: (1): The statements showing the value of existing commitments and on going as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the officer not below the rank of Executive Engineer.

NOTE (2) : Financial turnover and cost of completed works of previous years shall be given linear weightage of 10% per year on rupee value to bring them at par with 2020-21 price level.

NOTE (3): The necessary certificates mentioned in qualification criteria are required to be obtained from the officer not below the rank of Executive Engineer officer. Original scanned certificates duly with availability of equipment for this work shall be put in Envelope No.1 only. In absence of these certificates Envelope No.2 (Financial Bid) shall not be opened.

NOTE (4) : Original documents shall be scanned and uploaded

Similar Work

Provided that at least one similar work of 25% of Estimated Project Cost shall have been completed from the Eligible Projects in specified. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost.

Maintenance Period

Maintenance of the Project during the Defect Liability Period, which shall be **2 years**.

Insurance of contract work :-

The contractor shall take out necessary insurance policy (viz.contractor's all risk insurance policy erection all risks insurance policy etc.as decided by the directorate of insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period COMPULSORILY from the' Directorate of insurance Maharashtra state Mumbai only it's postal address for the Director of Insurance, Maharashtra State Mumbai, 264, MHADA, first floor, opposite Kalanagar, Bandra (E) Mumbai 400 051 (Telephone Nos.022-26590403/26590690 and fax no.022-26592461/26590403) similarly all workmen's compensation insurance policy /policies taken out from any other company will not be accepted. If any contractor has effected insurance with any insurance company the same will not be accepted and the amount of premium calculated by the Government insurance fund will be recovered directly from the amount payable to the contractor for the executed contract work and paid to the director of insurance fund Maharashtra state .The director of insurance reserves the right to distribute the risks of insurance among the other insurance.

Labour cess 1% '-

As per Govt.of Maharashtra industry energy and labour department G.R.No.BCA-2009/para kra.-277/building 2 dated 28/9/2010.

Building and their construction workers welfare cess out as on percent or at the rates amended time to as intimated by the competent authority under and other constriction workers welfare Act 1996 shall be deducted from bill amount whether measured bill advance payment or secured advance.

G.S.T - The Bidders has to quote his financial offer Excluding G.S.T. as per G.S.T. Act-2017 (Implement from 01.07.2017 .

Average Annual Turnover

The Bidder shall have a **minimum Average Annual Turnover** (updated to the price level of the year based on factors indicated in table below)for the last 01 (One) financial years.

This amount should be 40 % (Forty Percent) of the Estimated Project Cost of the Project for which bids are being invited.

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Up-dation factor	1.00	1.1	1.21	1.33	1.46

Joint Ventures/Joint Alliance :- Joint venture/ Joint Alliance or Consortium is Not allowed

Litigation History:- The blacklisted contractors from any of the organization like PMC/PCMC/PWD/CPWD/MMRDA/NH/NHAI/MIDC/MSRDC etc or any Govt or Semi Govt organization during a span of five years before first date of submission of Tender as published are not eligible to quote for the tender. Affidavit to that effect shall be submitted.

The Tenderer shall provide accurate information on any litigation or arbitration resulting from Contract completed or under its execution during a span of five years before first date of submission of Tender as published

Enclosed Qualification Form. A consistent history of litigation against the Tenderer may result in failure of his Tender

Undertaking

Work Name :- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

We have studied all tender documents, conditions and especially work methodology.

Contractor stamp & signature with date

DECLARATION OF THE CONTRACTORS

Name of Work:- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

I/We hereby declare that I/we have made myself /ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I/we have based my/our rates for this work. The specifications, conditions, bore results and lead of materials to be used on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the Executive Engineer, National Highway Division, Ratnagiri. or his duly authorised assistant, before starting the work and to abide by his decision.

I/We hereby further declare that my/our tender is unconditional in every manner of whatsoever in nature.

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

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(s) / Power of attorney holder

with complete address.

AFFIDAVIT(onRs.500/-StampPaper)

Name of Work: Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

I.....Age Address

.....(Authorized signatory to
sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm
...../authorized signatory

and I am submitting the documents in Envelope No. 1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below

1. I am liable for action under Indian Penal Code for submission of any false /fraudulent paper/ in formations submitted in Envelope No. 1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases, supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper are found false /fraudulent during contract period and even after the completion of contract (finalisation of final bill).

(Signature of Contractor) (Seal of company)

INTEGRITY PACT

Between

Public Works Department, Maharashtra Government

Having its Office at Bandhkam Bhavan, Fort Mumbai-
400001 hereinafter referred to as

"PUBLICWORKSDEPARTMENT"

And

.....
(Insert the name of sole bidder/Lead Partner of Joint Venture)

Having its Registered Office at,

(Insert Full Address)

.....
And

.....
(Insert the name of Partner(s) of Joint Venture as applicable)

Having its Registered Office at,

(Insert Full Address)

.....
Hereinafter referred to as

"The Bidder/Contractor"

Preamble

PUBLICWORKSDEPARTMENT intends to award, under laid-down organizational procedures, contract(s) for.

(Insert the name of package)

(Signature)
(For and on behalf of Public Works Department)

(Signature)
(For and on behalf of Bidder/Partner(s)
of Joint Venture/Contractor). _

Number-

(Insert Specification Number of Package)

PUBLIC WORKS DEPARTMENT values full compliance with all relevant laws and regulations, and the principles of economical use of resources and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, PUBLIC WORKS DEPARTMENT and the above named Bidder / Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under.

Section-I:-Commitments of PUBLIC WORKS DEPARTMENT

- (1) PUBLIC WORKS DEPARTMENT commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of PUBLIC WORKS DEPARTMENT, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - (b) PUBLIC WORKS DEPARTMENT will, during the tender process treat all Bidder(s) with equity and fairness. PUBLIC WORKS DEPARTMENT will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) PUBLIC WORKS DEPARTMENT will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/ Agencies participating in the Bidding/ Tendering process.
- (2) If Principle Secretary Public Works Department Maharashtra Government obtains information on the conduct of any of PUBLIC WORKS DEPARTMENT which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section-II:-Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(Signature)
(For & On behalf of PUBLIC
WORKS DEPARTMENT)

(Signature)
(For & On behalf of Bidder / Partner(s) of
Joint Venture/ Contractor)

- (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of PUBLIC WORKS DEPARTMENT or to any of PUBLIC WORKS DEPARTMENT'S employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/ Contractor(s) will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/ Contractor(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; Further the Bidder(s)/Contractor(s) will not for illegitimate purposes or for purposes of restrictive completion or personal gain, or pass on to others, any information or document provided by PUBLIC WORKS DEPARTMENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder/ Contractor of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder / Contractor of Indian Nationality shall furnish the name and address of the foreign principles, if any involved directly or indirectly in the Bidding.
 - (e) The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - (f) The Bidder/ Contractor will not misrepresent facts or furnish false / forged documents / information in order to influence the bidding process or the execution of the contract to the detriment of PUBLIC WORKS DEPARTMENT.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such of fences.

Section-III:-Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, PUBLIC WORKS DEPARTMENT may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(Signature)
(For & On behalf of PUBLIC WORKS
DEPARTMENT)

(Signature)
(For & On behalf of Bidder / Partner(s) of
Joint Venture/ Contractor)

- (2) If the Bidder/ Contractor has committed a serious transgression through a violation of Section-II such as to put his reliability or credibility into question, PUBLIC WORKS DEPARTMENT may after following due procedures also exclude the Bidder/ Contractor from future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the consideration the full case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) In the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, PUBLIC WORKS DEPARTMENT may revoke the exclusion prematurely.

Section-IV:-Liability for violation of Integrity Pact

- (1) In PUBLIC WORKS DEPARTMENT has disqualified the Bidder from the tender process prior to the award under Section III, PUBLIC WORKS DEPARTMENT may forfeit the Bid Guarantee under the Bid.
- (2) If PUBLIC WORKS DEPARTMENT has terminated the contract under Section III, PUBLIC WORKS DEPARTMENT may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section-V:-Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section-VI:-Equal treatment of all Bidders/Contractors

- (1) PUBLIC WORKS DEPARTMENT will enter into agreements with identical conditions as this one with all Bidders.
- (2) PUBLIC WORKS DEPARTMENT will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

(Signature)
(For & On behalf of PUBLIC WORKS DEPARTMENT)

(Signature)
(For & On behalf of Bidder / Partner(s) of Joint Venture/ Contractor)

Section-VII:-Punitive Action against violating Bidders/Contractors

If PUBLIC WORKS DEPARTMENT obtains knowledge of conduct of a Bidder or a Contractor or his Subcontractor or of an employee or a representative or an associate of a Bidder/ Contractor or his Subcontractor which constitutes corruption, or if PUBLIC WORKS DEPARTMENT has substantive suspicion in this regard, PUBLIC WORKS DEPARTMENT will inform the Chief Vigilance Officer.(CVO)

()Section VIII:-Independent External Monitor/Monitors*

- (1) PUBLIC WORKS DEPARTMENT has appointed a panel of independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chief Engineer, National Highway, Maharashtra Government, PUBLIC WORKS DEPARTMENT at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs who would examine the records, conduct the investigations and submit report to Principle Secretary PWD Maharashtra Government PUBLIC WORKS DEPARTMENT giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Principle Secretary PWD, Maharashtra Government PUBLIC WORKS DEPARTMENT.
- (4) The Bidder(s) / Contractors accepts that the IEM has the right to access without restriction to all documentation of PUBLIC WORKS DEPARTMENT related to this contract including that provided by the Contractor / Bidder. The Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (5) PUBLIC WORKS DEPARTMENT will provide to the IEM information as sought by him which could have an impact on the contractual relations between PUBLIC WORKS DEPARTMENT and the Bidder/ Contractor related to this contract.

(Signature)
(For & On behalf of PUBLIC
WORKS DEPARTMENT)

(Signature)
(For & On behalf of Bidder/Partner(s) of
Joint Venture/ Contractor)

- (6) As soon as the IEM notices, or believes to notice a violation of this agreement, he will so inform the Principle Secretary PWD Maharashtra Government PUBLIC WORKS DEPARTMENT and request the Principle Secretary PWD, Maharashtra Government PUBLIC WORKS DEPARTMENT to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However the IEM shall give an opportunity to PUBLIC WORKS DEPARTMENT and the Bidder / Contractor, as deemed it, to present its case before making its recommendations to PUBLIC WORKS DEPARTMENT.
- (7) The IEM will submit a written report to the Principle Secretary PWD Maharashtra Government PUBLIC WORKS DEPARTMENT within 8 to 10 weeks from the date of reference or intimation to him by PUBLIC WORKS DEPARTMENT and should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Principle Secretary PWD, Maharashtra Government PUBLIC WORKS DEPARTMENT a substantiated suspicion of an offence under relevant, Anti-Corruption Laws of India, and the Principle, Secretary PWD Maharashtra Government PUBLIC WORKS DEPARTMENT has not, within the reasonable time taken visible action to process against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC Government of India.
- (9) The word '**IEM**' would include both singular and plural.
- (*) This section shall be applicable for only those packages wherein the IEMs have been identified in Section-I : Invitation for Bid and /or Clause ITB 9.3 in Section-III : Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.

Section-IX:-Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six months after the contract has been awarded.

Section-X:-Other Provisions.

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of PUBLIC WORKS DEPARTMENT. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or joint venture, this agreement must be signed by all partners, consortium members and joint venture partners.

(Signature)
(For & On behalf of PUBLIC WORKS
DEPARTMENT)

(Signature)
(For & On behalf of Bidder / Partner(s) of
Joint Venture/Contractor)

(4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

(5) Views expressed or suggestions/submissions made by the parties and their recommendations of the CVO / IEM [#] in respect of the violation of this agreement shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes / differences arising out of the subject contract.

[#] CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Conditions of Contract, Volume-I, IEM shall be applicable for packages wherein IEM are identified in Section IFB/BD of Conditions of Contract, Volume-I.

(6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)
(For & On behalf of PUBLIC
WORKS DEPARTMENT)

(Signature)
(For & On behalf of Bidder/Partner(s) of
Joint Venture/ Contractor)

(Office Seal)

(Office Seal)

Name:-

Name:-

Designation:- Executive Engineer

Designation:- Proprietor

Witness 1

Witness 1

(Name & Address)

(Name & Address)

.....

.....

.....

.....

Witness 2

Witness 2

(Name & Address)

(Name & Address)

.....

.....

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

Note: - These are to apply as additional specifications and conditions unless already provided for contradict or yelsewhereinth is contract.

MORTH Specification for Road and Bridges Work latest edition with all amendments):

MORTH Specification for Road and Bridge Work (2001) shall form part of the contract documents and the contractors shall be legally bound to the various provisions made there in unless and otherwise specifically relaxed or waived wholly or partly by any special clauses in the contract documents.

1.0 CONTRACTOR TO INFORM HIMSELF FULLY:

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigation to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Department but without any guarantee about it. If he shall have any doubt as to the meaning of any portions of these general conditions or the special conditions, or the scope of work or the specifications and drawings or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the **Executive Engineer, N.H Division, Ratnagiri** in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

2. INDEMNITY:

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

3. DEFINITIONS:

Unless excluded by or repugnant to the context,

- (a) The expression "Government" as used in the tender papers shall mean the Public Works, Irrigation and Housing Department of the Government of Maharashtra.
- (b) The expression "Chief Engineer" as used anywhere in the tender papers shall mean Chief Engineer or the Government of Maharashtra who is designated as such.

(c) The expression "Superintending Engineer" as used in the tender papers shall mean an officer of Super intending Engineer's rank (by whatever designation he may be known)underwhosecontrolthe work liesforthetime being,

(d) Theexpression"Engineer"or"Engineer-in-charge"asusedinthetender ***papers***shallmeantheExecutiveEngineerinchargeoftheworkforthetimebeing.

(e) Theexpression"Contractor"usedinthetenderpapersshallmeanthesuccessfultendererwhose tenderhasbeenaccepted,andwhohasbeenauthorizedto proceed with the work. The contractor shall / may be the individual or firm orcompany whether incorporated or not, undertaking the work and shall include legalrepresentatives of such an individual or person comprising such firm or company asthecasemaybeand permittedassignsof such individualorfirmentorcompany.

(f) The expression "Contract" as used in tender papers shall mean the deed of contract together with its original accompaniment and those later incorporated in it by mutual consent. The contract shall mean the notice offender the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein and the accepted conditions, specifications, designs,drawings,pricedschedule/billofquantitiesandscheduleofrates.Allthesedocumentstakento gethershallbedeemedtoformonecontractandshallbecomplementarytooneother.

(g) Theexpression"Plant"asusedinthetenderpapersshallmeaneverymachinery, necessary or considered necessary by the Engineer to execute, construct ,complete and maintain the works and used in. altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporarymaterialsandspecialandotherarticlesofappliancesofevery sort,kindanddescriptionwhats oever in ten dedor used there of.

(h) "Drawing" shall mean the drawings referred to in the specifications and anymodificationsofsuchdrawingsapprovedinwritingbyEngineerandsuchotherdrawingsasmayfro mtimetotimebefurnishedorapprovedinwritingbytheEngineer.

(i) "Engineer's representative" shall mean an assistant of the Engineer notified inwritingtothecontractor bytheEngineer.

(j) "Provision sum" or "Provisional lump-sum" shall mean a lump sum included byGovernment in tender documents and shall represent the estimated value of work forwhich detailsarenotavailable atthe timeofissue of tender.

(k) "Provisional items" shall mean items for which approximate quantities havebeen includedinthe tender documents.

(l) The "Site" shall mean the Sands and / or other places, on, under, in or throughwhichtheworkisto beexecuted under thecontractincluding any other lands orplaceswhich maybeallottedbyGovernmentorusedforthepurposeofcontract.

(m) The "Work" shall mean the work to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the Contract.

The "Contract Sum" shall mean the sum for which the tender is accepted.

O) The "Accepting authority" shall mean the officer competent to accept the tender. The "Accepting Authority" shall mean the Chief Engineer NH Konkan Bhavan Navi Mumbai.

P) The "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.

Q) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the work.

R) "Urgent Works" shall mean any measure which in the opinion of the Engineer-In-Charge become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working thereon.

S) A "Week" shall mean seven consecutive days without regard to the number of hours worked on any day in that week.

T) "Excepted Risks" are risks of riots (other than among contractor's employees) and civil commotions (in so far as both these are uninsurable) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, lightning and unprecedented floods over which the contractor has no control and accepted as such by the accepting authority. Where the context so requires, words importing the singular number only also include the plural number and vice-versa.

Heading and Marginal notes if any to the general condition shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction of the contract.

Wherever, there is mention of "Schedule of Rates" of the division or simply D.S.R. of schedule rates in this tender, it will be taken to mean as "The schedule of rate of the Division in whose jurisdiction the work lies"

Dy.Ex.Engineer

28 PUBLIC WORKS DEPARTMENT

28 PUBLIC WORKS DEPARTMENT

28 PUBLIC WORKS DEPARTMENT

Executive Engineer.

Dy.Ex.Engineer

29 PUBLIC WORKS DEPARTMENT

29 PUBLIC WORKS DEPARTMENT

29 PUBLIC WORKS DEPARTMENT

Executive Engineer.

Dy.Ex.Engineer

30 PUBLIC WORKS DEPARTMENT

30 PUBLIC WORKS DEPARTMENT

30 PUBLIC WORKS DEPARTMENT

Executive Engineer.

Dy.Ex.Engineer

31 PUBLIC WORKS DEPARTMENT

[illegible]

Executive Engineer.

FORM NO. V

Details of Technical Personnel available with Contractor

Name of the tenderer :- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78)
Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of
Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

Sr. No.	Name of Person	Qualifications	Whether working in field or in office	Experience of execution of similar works	Period for which the person is working with the tenderer	Remarks
1	2	3	4	5	6	7
	Project Manager - 1 Civil Engineer – 1 Site Engineer – 1					
----- SPECIMEN FORM -----						

Contractor.

No. of Corrections.

Executive Engineer.

Dy.Ex.Engineer

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PUBLIC WORKS DEPARTMENT

FORM NO. VI

STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING CONSTRUCTION WORKS DURING LAST FIVE YEARS

NAME OF CONTRACTOR:-

Sr. No.	Name of work	Amount Put to Tender/Ten dered cost	Agreement No.	Date of Commenc ment	Amount of work done during each of last Three years (Rs. in lakhs)					Amount of works till remaining to be executed 2024-25 (Rs. in lakhs)	Remarks
					2020- 2021	2021- 2022	2022- 2023	2023-24	2024- 25		
1	2	3	4	5	6	7	8			9	10

Contractor.

No. of Corrections.

Executive Engineer.

Dy. Ex. Engineer

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PUBLIC WORKS DEPARTMENT

Statement showing Maximum Value of Financial Turnover in any one year during last five

years Name of Tenderer:

Sr. No.	Name of Work	Amount put to tender / Tendered cost	Agreement No.	Date of commencement.	Amount of work done during each of last five years (Rs. in lakhs)					Amount of works till remaining to be executed	Remarks
					2020-21	2021-22	2022-23	2023-24	2024-25		
1	2	3	4	5	6	7	8	9	10	11	12
				Total							
				Multiplying factor for updating	1.46	1.33	1.21	1.11	1.00		
				Grand Total							

(1) Tenderer shall work out this Bid Capacity on the basis of highest amount "A" i.e. the total cost of work done in any one year out of the last five years and the amount "B" i.e. the total cost of works in hand as per Statement No. 1 and shall work out the Bid Capacity as below

$$\text{Bid Capacity} = (A \times N \times 1.5) - B$$

Contractor.

No. of Corrections.

Executive Engineer.

FORM NO.VIII*Statements showing Quantities executed during last five years***Name of Tenderer:**

Sr. No.	Item	Minimum Quantity required for be executed in one year	Quantity executed by the tenderer in					Remarks
			2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025	
1)								
2)								
3)								
4)								
5)								

Contractor.

No. of Corrections.

Executive Engineer.

NAME OF WORK :- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

DECLARATION OF THE CONTRACTORS

I/We hereby declare that I/we have made myself/ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I/we have based my/our rates for this work. The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best material approved by the **Executive Engineer, NH Division, Ratnagiri-415612** or his duly authorised assistant, before starting the work and to abide by this decision.

I/We hereby further declare that my/our tender is unconditional in every manner of whatsoever in nature.

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

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(s) / Power of attorney holder
with complete address.

Contractor.

No. of Corrections.

Executive Engineer.

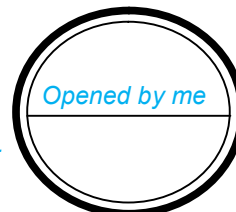
GENERAL DESCRIPTION AND SCOPE OF WORK

NAME OF WORK :- Upgradation of Guhaghar Chiplun Helwak Road from existing K 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 26+230 & 40+00 to 53+600) two lane with paved shoulders on E basis in the State of Maharashtra (length 39.830Km) for constructi of RCC Box drain at Kherdi under Risk and Cost.

Contractor.

No. of Corrections.

Executive Engineer.

FORM B-1**PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS****DEPARTMENT** : PUBLIC WORKS DEPARTMENT.**REGION** : PUBLIC WORKS REGION, Mumbai.**CIRCLE** : NH CIRCLE, Mumbai Date**DIVISION** : NH DIVISION, Ratnagiri.

NAME OF WORK : Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

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 passed on a board hung up in the office of the Executive Engineer and signed by the **Executive Engineer, NH Division, Ratnagiri- 415612**. 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 security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the **Executive Engineer, NH Division, Ratnagiri** during office hours.

Where the works are proposed to be executed according to the specifications recommended by 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 by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.
- 2(A)
 - i) The contractor shall pay along with the tender the sum of **Rs. 40,800/- (Rupees Forty Thousand Eight Hundred only)** as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender Treasury challan/ Call deposit receipt or term deposit receipt for a period of one year of any Scheduled Bank for the like amount in favour of the Executive Engineer. The said amount of earnest money shall not carry any interest what so ever. The said amount of earnest money shall not carry any interest what so ever. (Amended vide G.R. P.W.D. Department's corrigendum No. CAT-1073/16967 Dated 14/5/1976).
 - 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.

**Strike out which is not required.*

Contractor.

No. of Corrections.

Executive Engineer.

- iii) If, after submitting the tender, the Contractor withdraws his offer or modifies the same, or if, after the acceptance of his tender the Contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government hereunder or in law, the Government shall be entitled to forfeit the full amount of the earnest money deposited by him.
- iv) In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him on his passing receipt therefore. (Amended vide G.R.B. and C. Department's No. CAT 1272/44277-C dated 3/3/1973)
3. Receipt for payments made on account of any work when executed by a firm should also be signed by all the partners except where the contractors are described in their tender as a firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage below or above 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 of all the estimated rates / scheduled rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if Contractor who wish to tender for two or more works they shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.
5. The **Executive Engineer** or his duly authorized assistant shall open tenders in the presence of the Contractors who have submitted their tender or their representatives who may be present at the time and he will enter the amounts of the several tenders in a comparative statement in a suitable form in the event of a tender being accepted, the Contractor shall, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected the divisional officer shall authorize the treasury officer / Scheduled Bank concerned to refund the amount of earnest money deposited to the Contractor making the tender on his giving a receipt for the refund of the money
6. The officer competent to dispose off 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 the Government unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for and the Schedule of materials to be supplied by the Department and their rates shall be filled in and completed by the office of the 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 works shall be measured net by standard measure and according to the rules and customs of the Department and their rates shall be without reference to any local custom.

Contractor.

No. of Corrections.

Executive Engineer.

10. Under no circumstances shall any Contractor be entitled to claim enhanced rates for items in this contract.
11. Every registered Contractor should produce along with his tender certificate of registration as approved Contractor in the appropriate class and renewal of such registration with date of expiry.
12. All Contractor and additions or pasted slips should be initiated.
13. The measurement of work will be taken according to the usual methods in use in the Department and no proposal in adopt alternative methods will be accepted. The Executive Engineer's decision as to what is "the usual method in use in the Department" will be final.
14. A tendering Contractor shall furnish a declaration along with a tender showing all works for which he has already entered into contract, and the value of the work that remains to be executed in each case on the date of submitting the tender.
15. Every tender shall furnish along with the tender, information regarding the Income Tax Circle or Ward of the District in which he is assessed to income tax, the reference to the number of the assessment and the assessment year, **Permanent Account Number (PAN) No.** _____.
16. 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 (GCM / PWD / CFM / 1058 /196/ 62517 of 26-9-1959).
17. The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at work site, having double locking arrangement. The materials will be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the site of works.
18. The Contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of statement no. II.
19. Every unregistered Contractor should furnish along with the tender a statement showing previous experience and technical staff employed by him in the form of statement no.V.
20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions of Contract Labour (Regulation and abolition Act, 1970) before starting work failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to the Government. (Reference Government of Maharashtra, Irrigation and Power Department's letter No. LAB 1076/1181/(666E-(17), dated 8/9/1976).
21. The Contractor shall comply with the provisions of Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of the contract and the Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

Contractor.

No. of Corrections.

Executive Engineer.

(For office use only)

TENDER FOR WORKS

* In figures as well as in words.

Seal of Contractor

1. I/We hereby tender for the execution, for the Governor of Maharashtra (hereinbefore as hereinafter referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at*----- **percent below / above** the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, additional specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree as per Clause-12 of the conditions of contract that when materials for the work are provided by the Government, such materials and the rate to be paid for them shall be as provided in Schedule "A" hereto.

MEMORANDUM

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

(a) General Description : **Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.**

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 204 and 205 of the M.P.W. Manual.

(b) Estimated Cost. ... Rs. 40,77,732/-

(c) Earnest Money. ... Rs. 40,800/-

(d) This deposit shall be in accordance with paras 211 and 212 of the M.P.W. Manual.

(d) Security Deposit.

i) Initial (Not less than the amount of earnest money) ... Rs. 40800/-

ii) To be deducted from the current bills. ... Rs. 40800/-

TOTAL Rs. 81600/-

(e) This percent where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirement of the case where security deposit is taken see note 1 of clause 1 conditions of contract.

(e) Percentage, if any to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work, as measured by the cost, is done.

02 (Two) Percent.

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

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

06 (Months)
Calendar

(Including Monsoon)

Contractor.

No. of Corrections.

Executive Engineer.

2. I/We agree that the offer shall remain open for acceptance for a minimum period of **75 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, **Treasury-Bank Challan No. and date or Deposit at Receipt no. and date or Term Deposit Receipt** for a period of **one year** receipt no. _____ and date _____ issued by any **Nationalised / Scheduled Bank** In respect to the sum of Rs. _____ (in words Rupees _____ only) representing the earnest money is herewith forward.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government should I / we fail to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General conditions of Contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desired by me / us in writing, unless the same or any part thereof has been forfeited as aforesaid.

3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Government, a true copy of which is enclosed herewith should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract, the amount payable by me/us may, at the option of the Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other moneys which are due or payable to me/us 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 fulfil all the terms and provisions of the Conditions of Contract annexed hereto so far as applicable and in default thereof to forfeit and pay to the Government the sums of money mentioned in the said conditions.

Contractor.

No. of Corrections.

Executive Engineer.

* Amount to be specified in words and figures.

* Strike out (a) if no cash security deposit is to be taken.

Receipt No. _____ Dated _____ from
the Government Treasury or Sub-treasury at _____ in
respect of sum of Rs. * _____/- (In word _____
only)

is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to the Government should I/we not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1 (A) of the said Conditions of Contract otherwise the said amount of Rs. _____ (In word **Rupees** _____ only) shall be refunded.

Signature of Contractor before submission of tender.

Name of Contractor : # _____

Address : _____

Dated : The _____ day of _____ 20____

\$ Signature of Witness to contractor's signature

(Witness) : \$ _____

Address : _____

(Occupation) : _____

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

* Signature of the officer by whom accepted.

Dated _____ day of _____ 20____

* **Executive Engineer,**
NH Division,
Ratnagiri-415612.

Contractor.

No. of Corrections.

Executive Engineer.

CONDITIONS OF CONTRACT

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, assigns) shall (A) within ten days (which may be extended by the Superintending Engineer concerned upto 15 days if the Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in case or Government securities endorsed to the Executive Engineer (if deposited for more than 05 years) of the sum sufficient which will make up 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 sum as will amount to ***2 (Two) 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 (A), above, then and in such case, if the sum so deposited shall not amount to ***2 (Two) 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 ***2 (Two) percent** by deducting sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to Government under 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 therefrom, 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 of 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.

Security deposit

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

The security deposit will not be accepted in forms of insurance company bonds as per Government orders contained in No. CCM/PWD /CAT/4250 dated 27-12-1956. 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 amount. The amount of security deposit lodged by a Contractor shall be refunded along with the payment of the final bill, if the date up to which the Contractor has agreed to maintain the work in good order is over. **If such date is not over, only 50% amount of**

Contractor.

No. of Corrections.

Executive Engineer.

Security deposit

*PWD Resolution No.
CAT/1087/CR-94/
Bldg.2 dt.21-6-04*

security deposit shall be refunded along with the payment of the final bill. The amount of the security deposit retained by the Government shall be released after expiry of period up to which the Contractor has agreed to maintain the work in good order is over. In the event of the Contractor failing or neglecting to complete rectification work within the period up to which the Contractor has agreed to maintain the work in good order, then subject to provision of Clause 17 and 20 hereto the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.

*** Note: This will be the same percentage as that in the tender at(e)**

*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 throughout 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 an amount equal to one percent or such smaller amount as the Superintending Engineer (Whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for everyday that the work remains un commenced or unfinished after the proper dates. And further to ensure good progress during execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

The program me for completion of work is attached in form of bar chart attached herewith. The Contractor is supposed to carry out the work and keep the progress as per bar chart attached herewith. The Contractor should complete the work as per phase period given below, which is arrived from the bar chart.

1/4th	of the work in _____	**	1/3rd	of the time
1/2	of the work in _____	**	3/5th	of the time
3/4th	of the work in _____	**	4/5th	of the time

Full work to be completed in **08 months** (including monsoon)

****Note :** The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the program of detailed process laid down by the Executive Engineer.

The following proportion will usually be found suitable In 1/4, 1/2, 3/4 of the time. Reasonable progress of earthwork 1/6, 1/2, 3/4 of the total value of the work to be done. Reasonable progress of masonry 1/10, 4/10, 8/10 of the total value of the work to be done.

In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (Whose

Contractor.

No. of Corrections.

Executive Engineer.

decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Superintending Engineer should be the final authority in this respect, irrespective of the fact that tender is accepted by Chief Engineer /Additional Chief Engineer / Superintending Engineer /Executive Engineer or Assistant Engineer / Deputy Engineer.

Clause 3: In any case in which under any clause of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other causes, the Executive 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.

Action when whole of security deposit is forfeited.

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

b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.

c) To order that the work of the Contractor be measured up 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 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 costs 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.

Contractor.

No. of Corrections.

Executive Engineer.

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

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

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

Contractor remains liable to pay compensation if action not taken under clauses 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-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any 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 tolls and plants, materials and stores, in or upon the work 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

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

Contractor.

No. of Corrections.

Executive Engineer.

alternative, the Executive Engineer, may, after giving notice in writing to the Contractor or his clerk of the work, foreman or other authorised agent require him to remove such tools and plants, materials, or stores, from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the Contractor's expense 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 expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Clause 6 : If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Executive Engineer before the expiration 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 or in the opinion of Superintending Engineer or Chief Engineer as the case may be, if in his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper, the decision of the Executive Engineer in this matter shall be final. *Extension of time*

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 wood work, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the 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 from the Engineer-in-charge the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose 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 have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof. *Final certificate.*

Contractor.

No. of Corrections.

Executive Engineer.

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 then **Rupees One Thousand the Contractor shall on submitting a monthly bill therefor, 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 a 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 occurring of any claim nor shall it conclude, determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or In any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all the parties.

Payment at reduced rates 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 by the Engineer-in-charge he may make payment on account of such Items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bills to be submitted monthly.

Clause 10 : A bill shall be submitted by the Contractor in each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the 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 authorised agent whose counter signature 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.

Bills to be on printed forms.

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

Contractor.

No. of Corrections.

Executive Engineer.

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 stores of the Department or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the price 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 purposes of contract only and the value of full quantity of the materials and the stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract, or otherwise or from the security deposit, or the proceeds of 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 the Government and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Departmental stores 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 such consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such material.

Stores supplied by Government

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

Clause 13 : The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The Contractor will be entitled to receive three sets of contract drawings and **working drawings** as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawing if required by him, shall be supplied at the rates **Rs. 2000** /- per set of contract drawing and **Rs. 2000** /- per working drawing except where otherwise specified

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

Contractor.

No. of Corrections.

Executive Engineer.

Alteration in specifications and designs not to invalidate contracts.

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

Rates for works not entered in estimate or schedule of rate of the district.

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

Extension of time in consequence of addition or alterations.

The time limit for the completion of the work shall be extended in the proportion that 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.

Contractor.

No. of Corrections.

Executive Engineer.

Clause 15 : (1) If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever (other than default on the part of the Contractor for which the Government is entitled to resigned the contract) desire 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 or 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.

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

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

(3) Where the Engineer required 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 remained idle on the site or on the account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension, provided always that the Contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the 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.

Contractor.

No. of Corrections.

Executive Engineer.

- (4) In the event of --
- i) Any total stoppage of work on notice from the Engineer under sub-clause (1) in that behalf
 - ii) Withdrawal by the Contractor from the contractual obligation 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 Substitution in the specifications, drawings, designs, or instructions under clause 14 (1) 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. 5,000/-.

It shall be open to the Contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14 (1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided, however, that such rates shall in no case exceed the rates at which the same was 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 compensation on account of loss due to delay in supply of material by Government.

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

- i) Difficulties relating to the Supply of railway wagons.
- ii) Force majeure.
- iii) Act of God.
- iv) Act of enemies of the State or any other reasonable cause beyond the control of Government.

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

Contractor.

No. of Corrections.

Executive Engineer.

Clause 16 : Under no circumstances whatever shall the Contractor be entitled to any compensation from Government on any account unless the Contractors shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

Time limit for unforeseen claims.

Clause 17 : If at anytime 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 a 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 provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove, and replace the materials or articles complained of as the case may be 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 prescribed above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Action and compensation payable in case of bad work

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

Clause 18 : All works under or in course of execution or executed in pursuance of the contract shall at all times be open to 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 subordinate to visit the works 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 authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

Work to be open to inspection

Contractor or responsible agent to be present.

Clause 19 : The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and

Notice to be given before work is covered up.

Contractor.

No. of Corrections.

Executive Engineer.

correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable for damage done and for imperfections.

*PWD Resolution No.
CAT-1087/CR-94/
Bldg-2 Dt. 14.6.89*

Clause 20 : If during the period of 05 years from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or 06 Months after commissioning the work, whichever is **after** 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 the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the Contractor failing or neglecting to commence execution of the 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 may get the same executed and carried out departmentally or by any other agency at the risk, on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the Government the amount of such cost, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor, such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government the same may be recovered from the Contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the Contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.

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

Contractor to supply plant, ladder, scaffolding etc.

Clause 21 : The Contractor shall supply at his own cost all materials (except such special materials, if any, as may, in accordance with the contract, be supplied from the P.W.D. stores), plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and temporary works

Contractor.

No. of Corrections.

Executive Engineer.

requisite or proper for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage 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 this the same may be provided by the Engineer-in-charge at the expense 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 a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit action or other legal proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person, or which may with consent of the Contractor be paid for compromising any claim by any such person.

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

List of machinery in Contractor's possession and which he proposes to use on the work should be submitted along with the tender.

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 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) Scaffolding shall be so constructed that no part thereof can be displaced in consequence of normal use.

Contractor.

No. of Corrections.

Executive Engineer.

- 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 the regulations herein specified.
- i) Working platform, gangway, stairways shall
 - i) be so constructed that no part thereof can sag unduly or unequally;
 - ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping; and
 - iii) be kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 2 meters (to be specified),
 - i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - ii) every working platform and gangway shall have adequate width; and
 - iii) every working platform, gangway, working place and stairway shall be suitable 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 excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.
- l) When persons are employed on a roof where there is a danger of falling from a height exceeding 2 meters (to be specified) suitable precautions shall be taken to prevent the fall of persons or materials.
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.
- o) The Contractor(s) will have to make payments to labourers as per Minimum Wages Act 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 tackles, including their attachments, anchorages and supports shall

Contractor.

No. of Corrections.

Executive Engineer.

- i) be of good mechanical construction, sound material and adequate strength and free from patent defect;
- and**
- ii) be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackles shall be 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 21 years shall be in control of any hoisting machine, including any scaffold which give signals to the operator.
- g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall, be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to minimum and 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.

Clause 22 : The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission from the Executive Engineer. When such permit is given, and also in the 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.

Measure for prevention of fire.

Contractor.

No. of Corrections.

Executive Engineer.

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

Clause 23 : Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of the Government property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damage in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to Contractor under this contract or otherwise. The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24 : The employment of female labourers on works in neighbourhood of soldiers' barracks should be avoided as far as possible. The contractor shall employ the labour with 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 Sublet.

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

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

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

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

Contractor.

No. of Corrections.

Executive Engineer.

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.

Changes in the constitution of firm to be notified.

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

Direction and control of the Superintending Engineer.

Clause 30 (1) : Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in the force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof.

Direction and control of the Superintending Engineer.

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

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

Clause 30 (3) : If the Contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the Contractor may, within thirty days of receipt by him of any such order appeal against it to the concerned Secretary, Public Works Department / Irrigation Department who, if convinced that Prima-facia 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 PW Circular No. CAT-1086-CR-110/Bldg.-2 dated 7.5.1986).

Clause 31 : The Contractor shall obtain from Departmental stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required thereof or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores

Stores of European or American manufacture to be obtained from the Government.

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 contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lumpsums in estimates.

Clause 32 : When the estimate on which a tender is made includes lumpsums 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 are payable under this contract for each items, or if the part 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 lumpsum 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.

Actions 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 1 of Form B-1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respect 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 conditions, shall unless there be something in the subject or context repugnant to such contraction, be construct 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.

*Payment of quarry fees and royalties.
G.R. No. Misc. 02/05/
(291) Building-2,
dated 11/9/2003*

Clause 36 : All quarry fees, royalties, octroi dues and ground rent for staking materials, if any, shall be paid by the Contractor. (Revenue and Forests Department, No. Gaukhani 10/0206/C.R.-57/kh(1)- Mantralaya, Mumbai 400 032, dated 15 December 2006).

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 the Government as principal under sub-section (1) of

Section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Government from the Contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 37 (A) : The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any 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 the Government from any amount due or that may become due to the Contractor.

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

- a) The workers shall be required to use the equipment's so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- c) Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

Clause 37 (C) : The Contractor shall duly comply with the provisions of "The apprentices Act, 1961" (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subjected to all the liabilities and penalties provided by said Act and said Rules.

(Govt. Circular No.
PWD. IID. CAT-
6076/ 3336/ (400)
Bldg.-2. Dated
16/08/1985

Clause 38 : 1. Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than Rs. 5,000/-.

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

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2. The Contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned above in sub clause (i) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the market. The said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the works 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 at current Schedule of Rate prevailing at the time of acceptance of tender.

3. Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of Clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs. 5,000/-. (The clause is not applicable to extra items.)

4. This clause is not applicable to extra items.

5. There is no change in the rate if the excess is more than 25 percent of the tendered quantity. But the value of the excess work at the tendered rates does not exceed Rs. 5,000/-.

6. The quantities to be paid at the tendered rates shall include :
 a) Tendered quantity plus
 b) 25% excess of tendered quantity or the excess quantity of the value of Rs.5,000/- at tendered rate whichever is more. The operation of this clause shall be with reference to each sub work as one unit and not with reference to the whole work.

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

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

Claim for Compensation for delay in execution of work. **Clause 41 :** No compensation shall be allowed for any delay in the 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 standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

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Clause 42 : The Contractor shall not enter upon or commence any portion of work except with written authority and instructions of the Engineer-in-charge or of 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.

Entering upon or commencing any portion of work.

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

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

- ii) No Contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Newar).
- 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 authorised to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.
- v) The Contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable the dispute shall be referred without delay to the executive Engineer 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 the 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) Contractor to take precautions against accidents which take place on account of labour using loose garments while working near machinery.
- viii) All facilities provided in the Contract Labour (Regulation and Abolition Act 1970) the Maharashtra Contract Labour Regulation and Abolition Rule 1971 should be provided.

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

Method of payment.

Clause 45 : Any Contractor who does not accept these conditions shall not be allowed to tender for work.

Acceptance of conditions compulsory before tendering for work.

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Employment of scarcity labour etc.

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

Clause 47 : The price quoted by the Contractors shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the control price or the price permissible under the provisions of Hoarding and Profiteering Prevention Ordinance, 1948 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the Contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price as 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.

*Maharashtra P.W.D.
Resolution No. BDG-
2005/CR-324 Bldg-2
Dated 3rd, March
2006*

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

Clause 48 : The rates to be quoted by the Contractor must be inclusive of sales tax excluding GST. No extra payment on this account will be made to the Contractor excluding GST. **GST will be paid at the prevailing rate at the time of payment.**

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

*PWD Government
Resolution No. CAT/
1097/CR-478/ Bldg-2
/ Mantralaya / Dated
23rd March 1998*

Clause 50 : The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department Scheme. Provided, however, that if the required unskilled labours are not

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available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in-charge of the said work, obtain the rest of requirement of unskilled the labour from outside the above scheme.

Clause 51 : Wages to be paid to the skilled and unskilled labourers engaged by the Contractor.

The Contractor shall pay the labourers -skilled and unskilled - according to the wages prescribed by Minimum Wages Act, 1948 applicable to the area in which the work of the Contractor is in progress.

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time, if he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

The Contractor shall pay the labourers - skilled and unskilled - according to wages prescribed by Minimum Wages Act, 1948 applicable to the area in which the work is in progress.

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 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.

*Government Circular
No. CAT 1274/40364/
Desk-2 Mantralaya
Mumbai-400032.
Dated 07/12/1976*

Clause 53 : The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act. 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statues, and statutory provisions concerning payment of wages particularly to workmen employed by the Contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under Maharashtra Contract Labour (Regulation and Abolition) Rules. 1971. If the Contractor fails or neglects to pay wages at the said rates or

*Government Circular
No: CAT 1284:(120)
Building-2 Mantral-
aya Bombay-400032
Dated 14/08/85*

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makes short payment and the Government makes such payment of wages in full or part thereof less paid by the Contractor, as the case may be, the amount so paid by the Government to such workers shall be deemed to be 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 amounts payable to him by the Government.

Clause 54 : The Contractor shall engage apprentice such as brick layer, carpenter, wiremen, plumber, as well as blacksmith by recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talaw, Mumbai 400001. In the construction work (as per Government of Maharashtra, Education Department No. TSA/5170/T/56689, dated 7.7.1972).

Clause 55 : (Government of Maharashtra P.W.D. Resolution No. CAT-1086/CR-243/ K/Bldg. 32 dated 11.8.1987).

CONDITIONS FOR MALARIA ERADICATION, ANTI-MALARIA AND
OTHER HEALTH MEASURES

- a) The anti-malaria and other health measures shall be as directed by the Joint Director (malaria and filaria) of Health Services, Pune.
- b) The Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.
- c) The 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 (Malaria and Filaria) 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 Government the amount spent by the Government on anti-malaria measures to control situation in addition to fine.

e) **RELATION WITH PUBLIC AUTHORITIES**

The Contractor shall make sufficient arrangements for draining away the sewerage 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 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 leviable on him without any extra cost to Government. (Government of Maharashtra P.W.D. Resolution No. CAT-1086/CR-243/D/Bldg.2 Mantralaya, Mumbai. dtd. 11.9.1987)

Clause 56 : CONDITION RELATING TO INSURANCE OF CONTRACT WORK

The Contractor Shall take out necessary Insurance Policy / Policies (viz. Contractors' All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period **COMPULSORILY** from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for Correspondence is "264, MHADA, First Floor, Opp. Kalanagar, Bandra (East), Mumbai-400 051" (Telephone Nos. 022-26590403 / 26590690 and Fax No. is 022-26592461 / 26590403). Similarly, all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance Policy. Insurance policy / policies taken out from any other Company will not be accepted, if any Contractor has not taken out the insurance policy from the "Directorate of Insurance, Maharashtra State, Mumbai" or has effected Insurance with any Insurance Company, the same will not be accepted and **1% of the tender amount or such amount of premium** calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

निविदा शर्त क्रमांक ५७ : शासन, उद्योग उर्जा व कामगार विभाग पत्र क्रमांक बीसीए/(इमारत)/ २००२/प्र.क्र.१०८/कामगार-७ अ/मंत्रालय, मुंबई दिनांक ३/७/२०१० व शासन सार्वजनिक बांधकाम विभाग, मंत्रालय, मुंबई जा.क्र. संकीर्ण/१०/०९/प्र.क्र.२७७ /इमारती-२/दिनांक १७/८/२०१० अन्वये इमारत व इतर बांधकाम कामगार कल्याण उपकर अधिनियम १९९६ मधील तरतुदीच्या अनुषंगाने **१%** उपकर खाजगी व शासकीय बांधकामाच्या एकुण मुल्यानुसार (जमिनीचे मुल्य वगळून) तसेच संबंधित आस्थापनेने कामगारांना किंवा त्यांच्या नातलगंना कामगारांसाठी नुकसान भरपाई अधिनियम १९२३ मधील तरतुदीनुसार कोणत्याही प्रकारची भरपाई दिलेली असेल ती रक्कम वगळून उर्वरित बांधकाम मुल्ल्यावर **१%** उपकर वसूल करण्यात येईल.

Clause No. 58 -Condition Regarding Reimbursement of Service Tax

As per the Notification No. 6/2015 dated 01/03/2015, Service Tax is payable for all services rendered by the contractors in respect of execution of construction and repairs works of **Buildings** with effect from 01/04/2015. Also the Service Tax is required to be paid at the applicable rates in force. Contractor shall have to pay timely the applicable Service Tax to the Central Government in respect of the bills paid by the engineer - in - charge in connection with the execution of the work put to tender. The amount so paid by the contractor on account of Service Tax shall be reimbursed through running account bills / final bill on production of the documentary evidence / Challan specifically mentioning the name of the work put to tender.

Clause No. 59 -PAYMENT OF STAMP DUTY

As per article 63 of the Bombay Stamp(amendment) Act 2006 and further amendment in April 2015,the contractor will have to pay stamp duty on the value of accepted tender amount as per prevailing rate declared by the Gov of Maharashtra from time to time before work oprder . The rates quo ted by the contractor will deemed to have considered all taxes laxes levies and duties etc including stamp duty and no separate claim will be entertained on this account by the department .The stamp duty has to be paid on GRAS online ythrough net banking or any other medium as per the direction of the Govt in this regard and extra stamp duty should be collected at the rate of 0 1% for the amount above rs 10 00 lakhs

SCHEDULE - 'A'

Contractor.

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NAME OF WORKS - Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

S C H E D U L E - " A "

Schedule showing (approximately) the material to be supplied from the departmental 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	Unit	Rates at which the materials will be charged to the contractor		Place of delivery	Remarks
				In figure	In words		
-----NIL-----							
Note - The Material, cement, steel which is brought on site for work should be recorded in M.B. with purchaseds bill and testing of material should be attached to bill.							

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ADDITIONAL CONDITIONS FOR MATERIALS
(CEMENT M. S. H. Y. S. D. BARS, ASPHALT, R.C.C. PIPES ETC.)
BROUGHT BY CONTRACTOR

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

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6. The charges for conveying of materials from the place of purchase by the Contractor to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.
7. Separate registers shall be maintained by the Contractor on the site for recording detailed item wise Asphalt, Cement and Steel consumption on the work. These registers shall be signed by Contractor or his authorised representative and got signed from the representative of Engineer-in-charge.
8. 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.
9. The Contractor shall produce sufficient documentary evidence i.e. bill for the purchase, octroi receipts etc. for the purchase of material brought on the work site at once if so requested by the Department.
10. All these material i.e. cement, steel etc. shall be protected from any damages rains etc. by the contractor at his own cost.
11. The Contractor will have to erect temporary shed of approved specifications storing of above materials at work site at contractors cost having double lock arrangements (By Double lock it is meant that godown shall always be locked by two locks, one lock being owned & operated by Contractor & other by Engineer-in-charge of his authorised representative & the door shall be openable only after both locks are opened.)
12. If required, the weighment of cement bags / steel / bulk asphalt bouzers etc. brought by the contractor shall be carried out by the contractor at his own cost.
13. The contractor shall not use cement and other material for the item to be executed outside the scope of 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.
14. The Government shall not be responsible for the loss in cement, steel, bulk asphalt etc. during transit to work site. The cement brought by the contractor at the work site store shall mean 50 kg. equivalent to 0.0347 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary / controlled concrete, if cement is found short, the shortage / shortages will be made good by the contractor at his cost.
15. The **R.C.C. pipes** required for the work shall be purchased from **M.I.S.S.I.D.C. only**. The payment toward providing and fixing **NP₂ / NP₃ / NP₄** pipes will be released only after the contractor submits the bills of MISSIDC to authenticate that the pipes have been purchased from the MISSIDC. No payment towards the item of providing and laying of the pipe will be released in absence of the submission of requisite document. After completion these items in the particular kilometer the withheld payment will be finally released.

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16. **INDEMNITY** :- The condition regarding indemnity as defined on Page **78** at Sr. No. 3.6 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.
17. In case the material brought by the Contractor become surplus owing to the change in the design of the work the material should be taken back by the Contractor at his own cost after prior permission of Engineer-in-charge.
18. Empty asphalt drums shall be the property of the Contractor and the same shall be removed immediately after completion of work.
19. All Empty cement bags shall be returned by Contractor to Department and the Executive Engineer shall preserve them for one year as token of proof of use of cement in proper proportion in work.
- | | | | | |
|------|---------|-----|-------|------|
| i) | Cement | --- | _____ | M.T. |
| ii) | Steel | --- | _____ | M.T. |
| iii) | Bitumen | --- | _____ | M.T. |

ENSURING GRADE OF ASPHALT BROUGHT ON SITE BY THE CONTRACTOR

It shall be mandatory on the part of the Contractor to procure the asphalt from Government owned refinery only. The Contractor shall communicate the schedule of arrival of bouzer of asphalt to the Engineer-in-charge in advance. Apparatus and equipment for testing grade of asphalt shall be made available by the contractor at site. If the grade of asphalt is found as per specification written permission will be given for unloading the bouzer by the Engineer-in-charge otherwise written instructions will be given for not using the same on site (Please refer Government circular (Marathi) No. Misc 2005 / CR-187 / NH-2 dated 08-10-2007.)

Contractor.

No. of Corrections.

Executive Engineer.

डांबरीकरणासाठी पुरवठा करण्यात येत
असलेल्या डांबराची प्रत (GRADE)
निश्चित करणेबाबत.

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग,

शासन परिपत्रक क्रमांक - संकिर्ण - २००५ / प्र.क्र. १८७/रा.म. - २
मंत्रालय, मुंबई-४०० ०३२
दिनांक ०८ ऑक्टोबर, २००७

परिपत्रक :-

- रस्त्याच्या डांबरीकरणाच्या कामात रिफायनरीतून प्राप्त होणाऱ्या डांबराची प्रत कामावर वापरण्यापूर्वी पुनःश्च तपासून खातरजमा करणे अत्यावश्यक आहे. या बाबतची कार्यपद्धती निश्चित करण्याची बाब शासनाच्या विचाराधीन होती. या परिपत्रकाद्वारे शासन असे निर्देश देत आहे की, डांबरीकरणाच्या कामामध्ये वापरण्यात येणाऱ्या डांबराची प्रत (GRADE) तपासण्यासाठी खालीलप्रमाणे कार्यपद्धती अवलंबविण्यात यावी.
- ज्या कामासाठी ठेकेदार (Contractor) डांबर रिफायनरीतून प्राप्त करणार आहे. अशा डांबर प्राप्तीचे वेळापत्रक (Schedule of arrival of bouzers) क्षेत्रीय अधिकाऱ्यांना देणे ठेकेदारास बंधनकारक राहील. डांबराचे प्राप्ति (Procurement) सरकारी तेल कंपन्यांच्या रिफायनरी मधूनच करण्यात यावे. तसेच प्लॅन्टवर प्राप्त झालेल्या डांबराची प्रत (GRADE) तपासणीसाठी आवश्यक उपकरणे, साहित्य इत्यादींनी युक्त प्रयोगशाळा उपलब्ध करून देणे ठेकेदारास बंधनकारक राहील.
 - वरील अ प्रमाणे सूचनांचा अंतर्भाव निविदा प्रारूप करण्यात यावा. रिफायनरीमधून डांबराचा बाऊझर ठेकेदाराचे प्लॅन्टवर पोहोचल्यानंतर संबंधित क्षेत्रीय अधिकाऱ्यांनी रिफायनरीकडून प्राप्त चलन व डिलिव्हरी मेमोच्या मूळ प्रती वरून डांबराची प्रत लेखी स्वरूपात (मोजमाप पुस्तकात) नोंदविणे आवश्यक आहे. तसेच क्षेत्रीय अधिकाऱ्यांनी प्लॅन्टवर आलेल्या डांबराच्या बाऊझरमधील डांबराचे चाचणी नमुना गोळा करून डांबराची प्रत तपासून ती लेखी स्वरूपात नोंदवावी.
 - रिफायनरीमधून निर्गमित झालेल्या बाऊझरमधील डांबराची प्रत वरील प्रमाणे चाचणी अहवालानुसार जुळत असल्याची खात्री झाल्यावर संबंधित ठेकेदार अथवा त्याचा प्रतिनिधी यांचे उपस्थितीमध्ये डांबराचा बाऊझर प्लान्टवर रिकामा करण्याची लेखी परवानगी क्षेत्रीय अधिकारी देतील, त्यानंतर बाऊझर रिकामा करावा. अन्यथा हे डांबर कामासाठी न वापरण्याबाबत देखील ठेकेदारास लेखी निर्देश देतील.
 - प्रत्येक कामनिहाय प्लान्टवर एक नोंदवही ठेवावी. त्यामध्ये बाऊझर क्रमांक, चलन क्रमांक, डिलिव्हरी मेमो क्रमांक, डांबराचे वजन, ग्रेड तपासणी व चाचणी अधिकाऱ्यांचे नांव इत्यादी तपशील ठेवावा.
 - वरीलप्रमाणे क्षेत्रीय अधिकाऱ्यांकडून बाऊझरमधील डांबराची प्रतवारी (GRADE of Bitumen) प्रत्यक्ष तपासणीसाठी खालीलप्रमाणे मानकानुसार कार्यवाही करण्याची जबाबदारी क्षेत्रीय अधिकाऱ्यांची राहील.

अ.क्र.	अधिकारी	चाचणीचे प्रमाण (एकूण परिमाणाच्या)
१.	कनिष्ठ अभियंता / शाखा अभियंता / सहा. अभियंता (श्रेणी-२)	१०० टक्के
२.	सहा. कार्यकारी अभियंता / सहा. अभियंता (श्रेणी-१) / उपविभागीय अभियंता / उपविभागीय अधिकारी	२५ टक्के
३.	कार्यकारी अभियंता	५ टक्के

- फ. कार्यकारी अभियंता यांनी डांबरीकरणाच्या कामाच्या तपासणी दौऱ्यात प्लान्ट साईटवरील डांबराच्या ग्रेडची तपासणी करून त्याची नोंद नोंदवहीत करावी.
क्षेत्रीय अधिकाऱ्यांनी वरीलप्रमाणे कार्यपद्धतीची अंमलबजावणी करावी.

Contractor.

No. of Corrections.

Executive Engineer.

Accompaniment to Government Resolution
Public Works Department No. CAT/06/04/148, Dated 16/05/2005.
Price Variation Clause (DELETED)

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 **Pune** 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 price of petrol / oil and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

(1) Labour Component (2) Material Component (3) Petrol, Oil and Lubricants Component (4) Bitumen Component (5) HYSD & Mild Steel Component (6) Cement Component (7) C.I. and D.I. Pipes Component calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever. Component percentage as given below are as of the total cost of work put to tender. **Total of Labour, Material and POL components shall be 100 and other components shall be as per actuals.**

(1) Labour Component	:	K ₁	(— %)
(2) Material Component	:	K ₂	(— %)
(3) POL Component	:	K ₃	(— %)
(4) Bitumen Component	:		Actual
(5) HYSD & Mild Steel Component	:		Actual
(6) Cement Component	:		Actual
(7) C.I. and D.I. Pipes Component	:		Actual

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

1. Formulae for Labour Component :

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

V₁ = Amount of Price Variation in rupees to be allowed for Labour Component

P = Cost of work done during the quarter under consideration minus cost of Cement, HYSD and Mild Steel, bitumen, C.I. and D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration. **(These star rates shall be specified here)**

(1) Structural Steel : Rs. /- M.T.

(2) Mild Steel Component : Rs. /- M.T.

Contractor.

No. of Corrections.

Executive Engineer.

(3) Cement Component : Rs. /- M.T.

(4) C.I. and D.I. Pipe Component : --

K_1 = Percentage of Labour Component as indicated above.

L_0 = Basic consumer price index for **Pune** centre 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 **Pune** centre for the quarter under consideration.

2. Formulae for Materials Component :

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

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 the last date prescribed for receipt of tender, falls.

M_1 = Average wholesale price index during the quarter under consideration.

3. Formulae for Petrol, Oil and Lubricant Component :

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

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 and Lubricant Component.

P_0 = Basic wholesale price HSD at **Mumbai** during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

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

4. Formulae for Bitumen Component :

$$V_4 = QB (B_1 - B_0) \quad \text{Where,}$$

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V_4 = Amount of Price Variation in rupees to be allowed for **Bitumen** Component.

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

B₁ = Current average refinery price per metric tonne of Bitumen (Grade..) under consideration including taxes (octroi, excise sales tax) during the quarter under consideration.

B₀ = Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average refinery price in rupees per metric ton including taxes (octroi, excise sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.

5. Formula for H.Y.S.D. and Mild Steel Component :

$$V_5 = \frac{S_0 (SI_1 - SI_0)}{SI_0} \times T \quad \text{Where,}$$

V_5 = Amount of Price Variation in rupees to be allowed for **H.Y.S.D./ Mild Steel** Component.

S₀ = Basic rate of H.Y.S.D. / Mild Steel in rupees per metric tonne as considered for working out value of P.

SI₁ = Average Steel Index as per RBI Bulletin during the quarter under consideration.

SI₀ = Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

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

6. Formulae for Cement Component :

$$V_6 = \frac{C_0 (CI_1 - CI_0)}{CI_0} \times T \quad \text{Where,}$$

V_6 = Amount of Price Escalation in rupees to be allowed for **Cement** Component.

C₀ = Basic rate of cement in rupees per metric tonne as considered for working out value of P.

CI₁ = Average Cement Index published in the RBI bulletin for the quarter under consideration.

CI_0 = Average of C.I. index published in the RBI bulletin for the quarter preceding the quarter in which the last date prescribed for receipt of tender, falls.

V_7 = Connage of cement used in the permanent works for the quarter under consideration.

Formulae for C.I./D.I. Pipe Component :

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

Where

V_7 = Amount of Price Escalation in rupees to be allowed for C.I./D.I. pipe Component

D_0 = Pig iron basic price in rupees per tonne considered for working out value of P.

D_1 = Average Pig Iron price in rupees per tonne during the quarter under consideration (Published by HSCO)

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

(II) 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 and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for **liquidated** damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L_1 , M_1 , C_1 , B_1 , S_1 and CI_1 to the corresponding to the date from which such compensation is levied.
- ii) This price variation clause shall be applicable to all items in B₂ and C from but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iii) The price variation under this Clause shall **not be payable for the extra items** required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the contract form B-1/B₂ respectively. Since the rates payable for the extra items or the extra quantities under Clause 38/37 are to be fixed as per the current D.S.R. or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under Clause 38/37 of the contract

Contractor.

No. of Corrections.

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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 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 the price variation as calculated above is on the **plus side**, payment on account of the price variation shall be allowed to the contractor and if it's on the **negative side**, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.
- 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 prices included in the contract shall be deemed to include amounts to cover the contingency of such or actual rise or fall in costs.

Contractor.

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तारांकीतदरपत्रक

कामाचेनांव :-

अ. क्र.	साहित्याचेनांव	मंजूरदरसूचीनुसारद र	बाजारभावदर			सरासरी	तारांकितदर	शेरा
			माहे	माहे	माहे			
१	२	३	४	५	६	७	८	९
1)	Bitumen Grade (60-70/80-100)							
2)	Mild Steel							
3)	Tor Steel							
4)	TMT FE-415							
5)	Structural Steel							
6)	High Tensile Steel							
7)	Cement							
8)	C.I. and D.I. Pipes							
9)								
10)								

Contractor.

No. of Corrections.

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**General Specifications and
Additional Conditions
(MAJOR WORKS)**

(Note :- These are to apply as additional specifications and conditions unless already provided for contradicorily elsewhere in this contract)

1. Work and site conditions

1.1 General Description of work
(Describe type and details of work in brief)

1.2 Location and site condition
(State location, approach, communications, quarries, land, water, labour etc. facilities restrictions etc.)

Note :- This may form a separate exhaustive chapter in case of major contract or say over Rs. One Crore.

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ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

(Note :- These are to apply as additional conditions and specifications unless otherwise already provided for contradictorily elsewhere in this contract.)

2.1 CONTRACTOR TO INFORM HIMSELF FULLY :-

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

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

2.2 ERRORS, OMISSIONS AND DISCREPANCIES :-

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

- i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawing 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.
- iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the later shall be adopted.

b) In case of discrepancy between percentage rate quoted in figures and words, the lowest of the two will be considered for acceptance of tender.

c) In all cases of omissions and/or doubts or discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Executive Engineer, **NH Division, Ratnagiri**, 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.

Contractor.

No. of Corrections.

Executive Engineer.

2.3 ADDITIONAL CONDITION FOR MATERIAL TESTING :-

1. It is mandatory on the part of Contractor to carry out all the required tests of various construction materials as mentioned in Schedule-‘B’ of the Tender.
2. If the contractor fails to submit required Test Results of the various construction materials as mentioned in the items of Schedule-‘B’, he will be liable to deposit the amount at penal rate of five times of the amount of particular test which he has not carried out. Contractor will be informed by the Engineer-in-charge by letter. On receipt of letter, contractor will have to either deposit the said amount or to carry out the required test within 10 days. If he again failed to carry out the required tests in stipulated time limit, the said tests will be carried out by the department and total expenditure incurred on the testing charges plus five times amount of testing charges will be recovered from the Contractor’s bill.
3. As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender Conditions and Executive Engineer’s decision will be final and binding on the Contractor and it cannot be challenged by the Contractor by way of Appeal, Arbitration or in the Court of Law.

FREQUENCY CHART FOR TESTING OF MATERIALS**ANNEXURE-‘A’**

Sr. No.	Material	Test	Frequency of Testing	Remarks
1	Sand	i) Fineness Modulus ii) Silt Content	At the beginning and if there is change in source.	
2	Metal	i) Crushing value. ii) Impact value. iii) Abrasion value. iv) Water Absorption. v) Flakiness Index vi) Stripping value vii) Gradation	One test per 200 Cum. or part thereof.	PWD Hand Book I.S.2386 Part-II
3	Cement Concrete	i) Compressive Strength	Upto 5 Cu.M. - 1 set 6-15 Cu.M. - 2 sets 16-30 - 3 sets 31-50 - 4 sets 51 & above - 4 sets + One additional set for each additional 50 Cu.M. or part thereof.	M.O.S.T. Specification 1716.
4	Cement	i) Compressive Strength. ii) Initial setting time. iii) Final setting time. iv) Specific Gravity. v) Soundness. vi) Fineness.	One test for each consignment of 50 M.T. (1000 bags) or part thereof. But minimum one test for each consignment.	I.S. 269 12269
5	Masonry Stone	i) Compressive Strength. ii) Crushing value.	One test for each source or 100 Cubic Metres.	
6	Bricks	i) Crushing Strength. ii) Water Absorption.	One set of 15 bricks for 3,000 numbers.	

Contractor.

No. of Corrections.

Executive Engineer.

Sr. No.	Material	Test	Frequency of Testing	Remarks
7	Mangalore Tiles	i) Breaking Load. ii) Water Absorption.	One set of 18 Mangalore tiles for every 2,000 numbers.	
8	Flooring Tiles	i) Flexural Strength. ii) Water Absorption.	One set of 18 flooring tiles for every 2,000 numbers.	
9	Glazed Tiles	i) Water Absorption	One set of 18 glazed tiles for every 2,000 numbers.	
10	Steel (T.M.T.)	i) Weight per meter. ii) Ultimate tensile stress. iii) Yield stress. iv) Elongation.	One test for each consignment.	
11	Lime/Cement Stabilised soil sub base	i) Quality of Lime/ Cement ii) Degree of pulverisation. iii) Lime / Cement content. iv) CBR or unconfined Compressive Strength on a set on 3 specimen. v) Density of compacted layer.	As per instructions of Engineer-in-charge.	
12	Interlocking concrete paving block	i) Compressive strength. ii) Flexural Test. iii) Resistance to wear.	One set of 18 blocks for every 2,000 numbers.	
13	Wood work (shutters)	i) End immersion tests. ii) Knife test. iii) Glue adhesion test.	As per instructions of Engineer-in-charge.	
14	Cement Concrete.	i) Mix design.	One set for each source of materials.	
15	Reinforcement steel bars.	i) Tensile strength. ii) % Elongation.	One set of each consignment.	
16	CI/GI/DI/RCC		As per specifications	

2.4 i) CHANGE OF CEMENT CONTENTS ETC. :-

The tendered rates for any item, involving the use of cement, shall apply to the quantity of cement specified for the mix for that item in the specifications, if for any reasons except those required for compensating the deficiencies, in the components, the cement content and properties are altered by the Engineer (Engineer-in-charge) at any time or from time to time then only to account for the additional cost shall be paid separately, of such altered and extra cement content from that laid down in the specification / mix design done as per prevailing I.S. code with prior approval from the competent authority for such changes and at the rate approved by concerned Superintending Engineer. Like wise for reduction in the cement content, rates for that shall be reduced rate approved by concerned Superintending Engineer.

If any additives in concrete / compounds for water proofing material besides the specifications etc. are ordered by the Engineer in charge in writing to be added to the mortar or concrete, no extra rate shall be payable for this and which shall be carried out as per directions of the Engineer in charge, provided cost of such additives / compounds etc. shall

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be borne by Government or these are supplied free of cost to contractor at site by the Government.

2.5 WORKING METHODS AND PROGRESS SCHEDULES :

- (a) Contractor shall submit, within times stipulated time by the Engineer 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 locations, supported by necessary detailed drawings and sketches including those of the Plant and Machinery that would be used, their location, arrangement for conveying and handling material 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 or make complete change in the method proposed by the contractor, whether accepted previously or not, at any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered.

(a) (i) The stretch of work falls under Pune Municipal Corporation limits.

The contractor shall get the work supervised from the concerned Pune Municipal Corporation Authority.

The contractor shall carry out the execution, testing & commissioning of the work and get certificate of satisfactory completion from Pune Municipal Corporation. The contractor shall also obtain certification of the measurements of the work executed, from the Pune Municipal Corporation.

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 a 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 dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of whole work in the time limit, the particulars items, if any, on the due dates specified in the contract and shall have the approval of the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say weekly for any item or items, in any case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

(c) The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours for operations to be done under the Government supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by Engineer each time, if requestd by the Contractor. The Contractor shall provide necessary lighting arrangements etc., for night work, as directed by the Engineer without extra cost.

(d) Further, the Contractor shall submit the progress of work in prescribed forms and charts etc., at periodical intervals, as may be specified by the Engineer-in-charge. Schedule

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shall be in the form of progress charts, forms, progress statement and/or reports as may be approved by the Engineer.

(e) The Contractor shall maintain proforma, charts, details regarding machinery equipments labour, materials, personnel etc. as may be specified by the Engineer and submit periodically returns thereof as may be specified by the Engineer-in-charge.

2.6 TREASURE-TROVE :-

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

2.7 AGENT AND WORK-ORDER BOOK :-

The Contractor shall himself manage the work or engage an authorised all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matters in case the Engineer-in-charge considers this is 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 Contractor shall supply to the Engineer the details of all supervisory and other staff employed by the Contractor and notify changes when made, and satisfy the Engineer regarding the quantity and sufficiency of the staff, thus employed. The Engineer will have the unquestionable right to ask for changes in the quality and number of Contractors 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 Government and the Contractor shall promptly sign orders given therein by the executive Engineer or his representative and his superior officers and comply with them. The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Department free of charge for this purpose. The Contractor will be allowed to copy out instructions therein from time to time.

2.8 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 authorised field book or measurement book of Government by the Engineer or his authorised representative will be signed by the Contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the Contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer as to the basis of taking measurements. Likewise the Contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorised representative of the Executive Engineer. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

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2.9 HANDING OVER OF WORK :-

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

2.10 ASSISTANCE IN PROCURING PRIORITIES, PERMITS, ETC. :-

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

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

2.11 SAMPLES AND TESTING OF MATERIALS :-

i) All materials to be used on work shall be got approved in advance from the Engineer-in-charge and shall pass the test and / or analysis required by him which will be :-

- a) as specified in the specification for the items concerned and / or as specified by the Indian Roads Congress Standard Specification.
- b) Code of practice for Roads and Bridges or
- c) I.S.I. specifications (whichever and wherever applicable) or
- d) Such recognised specifications accepted to Engineer-in-charge as equivalent thereto or in absence of such authorised specification.
- e) Such requirement test and / or analysis as may be specified by the Engineer-in-charge in order of precedence given above.

ii) The Contractor shall at his risk and cost make all arrangements and / or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for tests or for analysis at such time and to such place or places as may be directed by the Engineer-in-charge and bear all such charges and cost of testing. Such samples shall also be deposited with the Engineer-in-charge.

iii) The Contractor shall if and when required, submit at his cost the samples of materials to be tested or analysed and if, so directed, shall not make use of or incorporate in

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the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in-charge.

iv) The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.

v) The Contractor or his authorised representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However the results of all the tests carried out in the departmental laboratory in the presence or absence of the Contractor or his authorised representative will be binding on the Contractor.

vi) Cost of routine day to day quality control testing charges for tests required as per specifications will be born by department by sending the same to the concerned laboratories or by establishing Government laboratory at site.

However the cost of testing of material as directed by Engineer-in-charge for approving a particular material as laid down in **para 2.10(i) to (v)** will have to be borne by the Contractor.

बांधकाम साहित्याच्या एकूण चाचण्यापैकी शासकीय प्रयोगशाळेत करावयाच्या चाचण्यांची टक्केवारी व वारंवारताबाबत :-

महाराष्ट्र शासन, सार्वजनिक बांधकाम विभाग, शासन परिपत्रक क्रमांक-संकिर्ण-२००४/प्र.क्र.-१०९/
रा.म.-२, मंत्रालय मुंबई-४०० ०३२ दिनांक - २२ मार्च, २००५.

अ) कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग यांनी तपासून प्रमाणित केलेली क्षेत्रिय प्रयोगशाळा (Site Laboratory) ज्या कामावर आहे, त्या कामावरील परिशिष्ट 'अ' मधील नमूद केलेल्या बांधकाम साहित्याच्या एकूण ७० टक्के चाचण्या क्षेत्रिय प्रयोगशाळेतून व ३० टक्के चाचण्या दक्षता व गुण नियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यात याव्यात. परिशिष्ट 'अ' मध्ये समाविष्ट नसलेल्या अन्य सर्व बांधकाम साहित्याच्या एकूण ५० टक्के चाचण्या क्षेत्रिय प्रयोगशाळेतून व ५० टक्के चाचण्या दक्षता व गुण नियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यात याव्यात.

ब) ज्या कामावर क्षेत्रिय प्रयोगशाळा नसेल, त्या कामासाठीच्या बांधकाम साहित्याच्या १०० टक्के चाचण्या दक्षता व गुण नियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यात याव्यात.

क) निविदा प्रपत्रात विशेष अट (Special Condition) अंतर्गत बांधकाम साहित्याच्या चाचण्यांची वारंवारिता (frequency) पाळण्याबाबत एक अट समाविष्ट करावी, या अटीसोबत एक परिशिष्ट देऊन, त्या परिशिष्टात सर्व साहित्याच्या चाचण्यांची किमान वारंवारिता (frequency) नमूद करण्यांत यावी. ही वारंवारिता नमूद करतांना खालीलप्रमाणे पद्धत अवलंबावी.

१) निविदातील ज्या बाबींसाठी MORT & H Specifications चा संदर्भ देण्यात आला आहे, त्या बाबींमधील साहित्याच्या चाचण्यांसाठी MORT & H Specifications मध्ये नमूद केलेली प्रचलित किमान वारंवारिता देण्यांत यावी.

२) निविदातील ज्या बाबींसाठी P.W.D. Specifications चा संदर्भ देण्यात आला आहे, त्या बाबींमधील साहित्याच्या चाचण्यांसाठी P.W.D. Specifications चा संदर्भ देण्यात आला आहे, त्या बाबींमधील साहित्याच्या चाचण्यांसाठी P.W.D. Specifications मध्ये नमूद केलेली प्रचलित किमान वारंवारिता देण्यांत यावी.

३) ज्या बाबींसाठी / साहित्यांसाठी वरील १ व २ मध्ये नमूद विनिर्देशात वारंवारिता दिलेली नाही, अशा बाबींसाठी संबंधीत I.S. codes चा वापर करण्यांत यावा, व त्याप्रमाणे किमान वारंवारितेचा उल्लेख करण्यात यावा.

४) सर्व चाचण्यांसाठी किमान वारंवारिता वाढविण्यास प्रत्यवाय नाही.

सोबत - परिशिष्ट - अ.

परिशिष्ट - अ

QUALITY CONTROL TESTS AND FREQUENCY TABLE

Sr. No.	Material	Test	Frequency
1	Masonry Stone	i) Compressive Strength. ii) Crushing value.	A set of 5 stones for each quarry and for doubtful quality
2	Metal	i) Crushing value. ii) Impact value. iii) Abrasion value. iv) Water Absorption.	One test per 200 Cum. or part thereof / change in quarry.
3	Bricks	i) Crushing Strength. ii) Water Absorption.	A set of 15 bricks for each 50,000 consignment or part thereof.
4	Manglore Tiles	i) Breaking Load. ii) Water Absorption.	A set of 6 tiles for each 50,000 tiles or part thereof.
5	Flooring Tiles	i) Flexural Strength. ii) Water Absorption.	A set of 12 tiles for each 2,000 tiles or part thereof.
6	Glazed Tiles	i) Water Absorption	A set of 16 tiles for each 200 tiles
7	Cement	i) Compressive Strength. ii) Initial setting time. iii) Final setting time. iv) Specific Gravity. v) Soundness. vi) Fineness. vii) Standard consistency.	One test for each consignment of 50 M.T. (1000 bags) or part thereof.
8	Steel.	i) Weight per meter. ii) Ultimate tensile stress. iii) Yield stress. iv) Elongation.	One test for every 5.00 M.T. or part thereof for each diameter.
9	Granular.	i) Density of compacted layer. ii) C.B.R.	One test per 200 Cum. as required.
10	Lime/Cement Stabilized soil sub base	i) Quality of Lime/ Cement ii) Degree of pulverisation. iii) Lime / Cement content. iv) CBR or unconfined Compressive Strength test one set on 3 specimen. v) Density of compacted layer.	One test for each consignment minimum one test per 5 M.T. periodically as considered necessary regularly through procedural checks as required, on test per 500 m ²

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Sr. No.	Material	Test	Frequency
11	Water Bound Macadam	i) Aggregate impact value. ii) Flakiness and Elongation Index.	One test per 200 Cum.
12	Wet Mix Macadam	i) Impact value. ii) Flakiness and Elongation Index. iii) Density of compacted layer. -----	One test per 200 Cum. One test per 500 m ²
13	Prime Coat / Surface Dressing.	i) Quality of Binder.	No of samples per lot and tests as per IS-73, IS-217, IS-8887 as applicable
14	Seal Coat / Surface Dressing	i) Quality of Binder. ii) Impact value / Los Angle's Abrasion value. iii) Flakiness and Elongation Index. iv) Water Absorption.	Same as sr.no. 13 One test per 50 Cum. For each source of supply subsequently by change in the quality of aggregates
15	Open graded premix surfacing / Close graded premix surfacing.	i) Quality of Binder. ii) Impact value / Abrasion value. iii) Flakiness and Elongation Index. iv) Water Absorption.	Same as sr.no.13
16	Bituminous Penetration Macadam, Built up spray Grout.	i) Quality of Binder. ii) Impact value / Los Angle's Abrasion value. iii) Flakiness and Elongation Index. iv) Water Absorption. v) Density of Compacted Layer.	Same as sr.no.13 Same as sr.no.14 One test per 250 Sqm.
17	Bituminous Penetration Macadam, built up spray Grout.	i) Quality of Binder. ii) Impact value / Abrasion value. iii) Flakiness and Elongation Index. iv) Water Absorption.	Same as sr No. 13 One test per 200 Cum. Same as sr.no. 14
18	Dense Bituminous Macadam / Semidense Bituminous concrete / Bituminous Concrete.	i) Quality of Binder. ii) Impact value / Abrasion value. iii) Flakiness and Elongation Index. iv) Water Absorption. v) Stability of Mix. vi) Density of Compacted Layer. vii) Job mix design.	Same as sr No. 13 One test per 50 Cum. Same as sr.no. 14 For each 400 tonnes of mix product One test per 250 Sqm. area.
19	Mastic Asphalt.	i) Quality of Binder. ii) Impact value / Abrasion value. iii) Flakiness and Elongation Index. iv) Water Absorption.	Same as sr No. 13 One test per 50 Cum. Same as sr.no. 14
20	Slurry Seal	i) Quality of Binder.	Same as sr No. 13
21	Modified Binder.	i) Softening point ii) Penetration at 25°C & 4°C. iii) Elastic Recovery. iv) Ductility v) Flash point. vi) Viscosity. vii) Thin film oven test, penetration, softening point, Elastic recovery of residue, loss	Initially one submission thereafter daily if site blended, Weekly if pre-blended. Initial on submission.

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Sr. No.	Material	Test	Frequency
22	Thermoplastic paint.	i) Glass bead content and grading Analysis. ii) Reflectance and Yellowness index. iii) Flowability. iv) Drying Time.	One test for 3 km. work.
23	Interlocking concrete paving block	i) Compressive strength. ii) Flexural Test. iii) Resistance to wear.	A set of 8 blocks for every 10,000 blocks.
24	Wood work (shutters)	i) End immersion tests. ii) Knife test. iii) Glue adhesion test.	-----
25	Cement Concrete.	i) Mix design.	At the beginning and if there is change in source.
26	Asphalt Concrete.	i) Job mix design with all tests on basic Material.	At the beginning and if there is change in source.
27	Reinforcement steel bars.	i) Tensile strength. ii) % Elongation.	One test for every 6.0 M.T. or part thereof for each diameter.
28	Sand	i) Fineness Modulus ii) Silt Content	At the beginning and if there is change in source.
29	RCC NP3 PIPES	i) Three edge load bearing test ii) Hydro static pressure test iii) Permeability test	As per table 22 of IS 458
30	CI/DI/GI Pipes		As per specification

Note- The Contractor shall carry to test as frequency prescribed form material used in work from District Laboratory **Ratnagiri** in case contractor fails to carry out test as per frequency the testing charges will be recovered at penal rate for the test which are less than the prescribed frequency.

2.12 CO-ORDINATION :-

When several agencies for different sub-works of the Project are to work simultaneously on the Project site, there must be full co-ordination and co-operation between different 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 arrangement for water, power, housing, etc. if they so desire. On the other hand the Contractors are at liberty to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer. No single Contractor shall take or cause to be taken any steps or action that may cause, disruption, discontent, or disturbance of work, labor or arrangement etc. of the other 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, disagreement between the Contractors, the Engineer's decision regarding the co-ordination, co-operation and facilities to be provided by any of the Contractors shall be final and binding on the Contractors concerned and such a decision or decisions shall not vitiate any Contract nor absolve the Contractor(s) of his/their obligations under the contract nor consider for the grant for any claim or compensation.

2.13 PAYMENT :-

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

The mode of measurements has been indicated in the specification, if there is any ambiguity or doubt in this respect the decision of Superintending Engineer will be final.

2.14 PATENTED DEVICE :-

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

2.15 TEMPORARY QUARTER :-

i) The Contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Engineer-in-charge.

ii) The Contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Executive Engineer's representative. The covered area exclusive of verandah should not be less than 400 Sqft. It may have bamboo matting walls or brick walls asbestos or corrugated iron roof, paved floor should be 18" above ground level. He should provide a basket type or suitable latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

3. SAFETY MEASURES AND AMENITEIS

3.1 SAFETY MEASURE

The contractor shall take all necessary precaution for the safety of the workers and preserving their health while working in such job as require special protection and precautions. The following are some of the requirements listed, though not exhaustive. The contractor shall also comply with the direction 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 of concrete in quarries and places where the work if done under too much of wet conditions as also for movements over surface infested with 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 at the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.

4) Supporting workmen with proper belts, ropes etc. when working on any maters, cranes, grabs, hoist, dredgers etc.

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5) Taking necessary steps towards training the workers concerned in 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.

6) Providing adequate number of boats (of at all required for plying to water) to prevent over-loading and over crowding.

7) Providing life belts to all men working in such situation from where they may accidentally fall into the water, equipping the boats with adequate number of life belts etc.

8) Avoiding bare live wires etc. as would electrocute workers.

9) Making all platform, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.

10) 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 suffocations, drowning and other injuries.

11) Take all necessary precautions with regard touse of divers.

12) Providing full length gum boots leather hand gloves with fire proof apron to cover the chest and back reaching upto knees and protective goggles for the eyes to the labourers working with hot asphalt handling vibrator in cement concrete and also where use of any or all these times is beneficial in the interest of health and well being of the labourers in the opinion of the Engineer.

3.2 EXPLOSIVES :-

The Contractor shall at his own expense construct and maintain proper magazines, if such are required for the storage of explosives for use in connection with the work and such magazine 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 explosives. Notwithstanding that the location etc. or storage of explosives are approved by the Engineer, the Government, shall not be incurring any responsibility whatever in connection with storage and use of explosives on the site or any accident or occurrence whatsoever in connection, therewith, all operations in or for which explosives are employed being at the risk of the Contractor and upon his sole responsibility and the Contractor hereby gives to Government an absolute indemnity in respect thereof.

3.3 DAMAGE BY FLOODS OR ACCIDENTS :-

The Contractor shall take all precautions against damage by floods or like 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 which is in his charge.

3.4 RELATION WITH PUBLIC AUTHORITIES :-

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The contractor shall comply with all rules, regulation, bye-laws and direction given from time also by any local public authority in connection with this work and shall himself pay fees or charges which are leviable on him without any cost of the Department.

3.5 POLICE PROTECTION :-

For the Special Protection of camp and of the Contractor's works, the Department will help the Contractor as far as possible to arrange for such protection with concerned authorities, if so required by the Contractor in writing. The full cost of such protection shall be borne by the Contractor.

3.6 INDEMNITY :-

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

3.7. MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR :-

- a) The Contractor shall provide an adequate supply of potable 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 Labourers. Separate latrines shall be provided for men and women.
- c) The Contractor shall build sufficient number of huts on a suitable plot of land for use of the Labourers according to the following specifications.
 1. Huts of Bamboos and Grass may be constructed.
 2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungle, grass or wood should be particularly avoided. Campus should not be established close to large cuttings of earth work.
 3. The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
 4. There should be no over crowding. Floor space at the rate of 30 Sq.ft. 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 if he wants Government land, he should apply for it and pay assessment for it, if made available by Government.
 6. The Contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.

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7. The Contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose off this waste water in such way as not to cause any nuisance.

d) 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 8 kilometers from the camp. In case of emergency the Contractor shall arrange at his cost for transport for quick medical help to his sick worker.

e) The Contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged.

f) 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.

g) The Contractor shall make arrangements for all antimalaria-measures to be provided for the labours employed on the work. The antimalaria measures shall be provided as directed by the Assistant Director of Public Health.

4. QUARRIES :-

4.1 The quarrying operations shall be carried out by the Contractor with proper equipment such as compressors, Jack-hammers, drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get required out turn.

4.2 The Contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down or that may be laid down from time to time by Government. Any cost incurred by Government due to non-compliance of any rules or regulations or due to damages by the Contractor shall be the responsibility of the Contractor.

The Engineer-in-charge or his representative shall be given full facilities by the Contractor for inspection at all times of the working of the quarry, records, maintained, the stocks of the explosives and detonators, etc., so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any times be allowed to inspect the works, buildings, and equipment at the quarters.

4.3 The Contractor shall maintain at his own cost the books, registers etc. required to be maintained under the relevant rules and regulations and as directed by the Engineer-in-charge. These books shall be open for inspection at all times by the Engineer-in-charge or his representative and the Contractor shall furnish the copies or extracts of books or registers as and when required.

4.4 All quarrying operations shall be carried out by the Contractor in organised and expeditious manner, systematically and with proper planning. The Contractor shall engage licensed 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

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Contractor shall himself provide suitable magazines and arrange to procure and store Explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the Rules and Regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes 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.

4.5 The approaches to the quarrying place from the existing public roads, shall have to be arranged by the Contractor at his own cost, and the approaches shall be maintained by the Contractor at his own cost till the work is over.

4.6 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.

4.7 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 the Contractor to any other agencies or work are 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 Government free of cost at quarry site duly heaped at the spots indicated by the Engineer-in-charge. The rates for several items shown in the Schedule-'B' are inclusive of royalties to be paid to the Government on minor minerals and metals under relevant acts. Full rate for any and every item shall be paid only after production of sufficient proof of having paid the royalty to Government. In absence of such proof, the item shall be paid at such reduced rates the engineer in charge may deem fit. If, however, the Government does not require such surplus material, the Contractor may be allowed to dispose off or use such material elsewhere with prior written permission of the Engineer-in-charge. Leaving off a quarry face or opening of a new quarry face or opening or a new quarry face or opening of a new quarry face shall be done only on the approval of the Engineer-in-charge.

4.8 Quarrying permission will have to be directly obtained by the Contractor, from the Collector of the District concerned for which purpose the Department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking materials etc. if any, to be paid, shall be paid directly by the Contractor as per rules in force.

4.9 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.

4.10 The Contractor shall not use any land in the quarry either for cultivation or for any other purpose except, that required for breaking or stacking or transporting stones.

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5. DEFINITIONS :-

Unless excluded by or repugnant to the context.

a) The expression "**Government**" as used in the tender papers shall mean the Public Works, Irrigation and Housing Department of the Government of Maharashtra.

b) The expression "**Chief Engineer**" as used anywhere in the tender papers shall mean Chief Engineer of the Government of Maharashtra who is designated as such.

c) The expression "**Superintending Engineer**" as used in the tender papers shall mean an officer of Superintending Engineer's rank (by whatever designation he may be known) under whose control the work lies for the time being.

d) The expression "**Engineer**" or "**Engineer-in-charge**" as used in the tender papers shall mean the Executive Engineer-in-charge of the work for the time being.

e) The expression "**Contractor**" used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorised to proceed with the work.

f) The expression "**Contract**" as used in tender papers shall mean the deed of contract together with its original accompaniments and those latter incorporated in it by mutual consent.

g) The expression "**Plant**" as used in the tender papers shall mean every temporary and necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in, altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used thereof.

h) "**Drawings**" shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

i) "**Engineer's representative**" shall mean an assistant of the Engineer notified in writing to the Contractor by the Engineer.

j) "**Provisional sum**" or "**Provisional lump sum**" shall mean a lump sum included by Government in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.

k) "**Provisional items**" shall mean items for which approximate quantities have been included in the tender documents.

l) The "**Site**" shall mean the lands and/or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of contract.

m) The "**Work**" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the Contract.

6. TRAFFIC REGULATION :-

6.1 Unless separately provided for in the contract, the Contractor shall have to make all necessary arrangements for regulating traffic, day to night during the period of construction to the entire satisfaction of the Engineer. This includes the construction and maintenance to diversions, if necessary. The Contractor shall have to provide necessary caution boards, barricades, flags, lights and watchmen etc. so as to comply with the latest Motor Vehicles Rules and Regulation and for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking materials on the roads, or due to any other reasons.

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

6.3 The Contractor's have to make own arrangements for temporary acquisition of land if required for diversion.

7. LEVELLING INSTRUMENTS :-

If measurements of items of the work are based on volumetric measurements calculated from levels taken before and after construction of the item, a large number of leveling staves, tapes etc. will have to be kept available by the Contractor at the site of work for this purpose. Lack of such leveling staves, tapes etc. in required numbers may cause delay in measurements and the work. The Contractor will have therefore to keep sufficient number of these readily available at site.

8. CEMENT CONCRETE :-

a) The Contractors shall carryout all preliminary tests to workout grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The Contractor shall supply all materials, labour and testing cost for preparing and testing samples as required by the Engineer. Unless otherwise specified in the detailed item wise specifications 3 cubes 6" x 6" x 6" will be tested for every 500 cubic feet of ordinary grade concrete or per day whichever is higher. The Contractor shall make field arrangements for slump test, density and bulkage testing and also prepare concrete cubes 6" x 6" x 6" for testing compression strength, at his cost. The cubes shall be got tested at approved laboratory and the test results shall not fall below those prescribed in P.W.D. Hand Book. (Table CVP.412) or as laid down in the specifications. The cost of such cubes and tests shall be entirely borne by Contractor.

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b) All concrete shall be controlled concrete and machine mixed, unless otherwise directed by Engineer-in-charge, for controlled or high grade concrete, the grading of aggregates shall be got approved from the Engineer.

The correct proportions and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However, such approval does not relieve the Contractor from his responsibility regarding the minimum works strength requirements. Work test shall be taken in accordance with relevant codes and specifications.

All proportioning of aggregates shall be done by weight if so ordered by the Engineer.

c) All mixing shall be done by mechanical means in approved mixers. The Engineer may at his discretion, allow in writing hand mixing of concrete for minor items where small quantities are involved but in that case the Contractor shall increase the cement content of the mixture by 10% without any extra cost.

d) The form work used shall be made preferably of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Engineer e.g. lintels, small slabs and beams coping, etc.

e) The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer.

f) The concrete shall be cured only by sweet potable water for full 21 days after the time or the period specified in the detailed specification or as may be directed by Engineer-in-charge.

9.1 REINFORCED CONCRETE WORK :-

a) The work included in the contract shall be carried out in addition to this specification detailed herein, in accordance with specifications and regulations as laid down in the following standard specifications.

I.S. 269 :1958-	Specification for ordinary rapid hardening and low heat portland cement (Revised).
I.S. 363 :1963-	Specification for coarse and fine aggregate-from natural sources for concrete.
I.S. 432 :1960-	Code of practice for plain and reinforced concrete.

If the standard specifications quoted above fall short for the items quoted in these schedules of this contract, reference shall be made to the latest British Standard Specifications. If any of the items of contract do not fall in reference quoted above, the decision and specifications of the Engineer shall be final.

9.2 LOAD TEST OF BUILDING SUPERSTRUCTURE :-

In the event of there reasonable doubts as to the quality of workmanship or of materials used in construction, the Contractor shall carry out a load test on the superstructure for testing one complete unit of the same preferably the very first of it to be cast, as directed by the Engineer in order to satisfy the department about the strength of the structure, the

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adequacy of the procedure of working and the sufficiency of methods followed and results obtained. The load test shall be carried out as per specifications.

The test shall be carried out for the full dead load and 12 percent live load including impact by observation of deflections a salient point and comparing them with those computed ones. The two should closely agree with residual deflection after removal of live load after 24 hours and the difference between the two shall not be more than 20% of the maximum ones.

In case there is any deficiency, the same shall be made good by the Contractor by necessary strengthening of the un-tested (please see the para 7 of the chapter 6 item 24) and necessary improvements shall be made in the units to be constructed next as warranted by their results of the test.

The next unit will again be tested and process reported until absolutely satisfactory results are obtained and the rest of the work will be carried out according to the procedure given such results.

This testing will entirely be at the risk and cost of the Contractor. Its cost being considered to be covered by the rates for the concerned items of the work under this contract and shall form a part of routine testing as far as materials and concrete elsewhere.

9.3 ADDITIONAL GENERAL SPECIFICATION FOR 1:2:4 ORDINARY AND HIGH GRADE CONCRETE :-

i) If the concrete strength falls below that specified for the items and if the use can be permitted under clauses 303.3.7 of the I.R.C. Bridge Code Section-III given below. The unit (bridge component) may be accepted at the discretion of the Superintending Engineer concerned as a substandard work at a suitable reduced rate. Reduced rate will be determined by the Executive Engineer concerned according to the circumstances of the case and the concerned Superintending Engineer's approval to the reduced rate as mentioned above. He has to replace the concrete at his own cost with all consequent losses and damages.

“Standard Specification and code of Practice for Road Bridges Section-III Cement Concrete 303.3.7 standard of acceptance”

i) Full payment should be made when 75% of the test cube results are equal and above specified strength and remaining 25% of the results are above 75% of the specified strength. Cases failing outside the above limit should be examined and decided by the Engineer-in-charge on merits of each case.

ii) The test specimen should be taken by representative of the contractor in presence of a responsible officer of the rank of not lower than an Assistant Engineer/Deputy Engineer.

iii) The test specimen should be formed carefully and no claim shall be entertained later on the ground that the casting of the test specimen were faulty and that the results of the test specimen did not give correct indication of the actual quality of concrete.

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iv) The minimum quantity of cement per 100 Cft. of M. 160 and above concrete should be 16.00 cement bags as per Standard Specification Book specification F.B.7-A on page 42.

v) Payment : (a) The payment of such concrete work will not be made till the strengths are ascertained.

vi) The payment of reinforcement of such affected items will not be made till the strengths of the concrete are ascertained.

10. COLLECTION OF MATERIALS :-

i) Where suitable and approved Public Works 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 is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. **The Contractor shall Pay necessary royalty in advance and shall submit detailed accounts of material from quarries as directed.**

ii) Where no suitable Public Works Department's quarries exist or when the quantity of the material required cannot be obtained from a Public Works Department 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 by the Engineer-in-charge or his representatives. The Contractor or piece worker shall pay all royalty charges compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of land will be entertained.

iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cart tracks, control charges, Central / State Government or Municipal taxes, Local Boards, Cess, 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 authorised 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

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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 claims for any loss or damage to the material, thus removed, will be entertained. The Contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaint which may be received.

vii) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the land slides etc. or slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.

viii) Before stacking, the materials shall be free from all earth, rubbish vegetable matter and other extraneous substance and in the case of metal, screened to gauge, if so directed when ready. It shall be stacked entirely clear of the road way, on ground which has been cleaned of vegetation and leveled. On high banks, ghat roads, etc. where it may not be practicable to stack it entirely clear of the roadway 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 stacks for materials other than rubble shall be 10 ft. $\times$ 5ft. $\times$ 2 ft. or such other size as may be directed by the Engineer-in-charge and all but one stack in 200 M shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each 200 M 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 M wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirements in that 200 M shall be stacked. Any excess quantity shall be removed at the expenses of the Contractor or piece worker to where it is required before the material in that 200 M is finally measured.

xi) In stacking materials the deposition shall commence at the end of the KM farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Executive Engineer). Stacking in one 200 M shall be completed before it is started in another, unless directed otherwise, in writing by the Executive Engineer. Measurements of the materials stacked in a 200 M will not be recorded until the full quantity required has been stacked unless otherwise authorised by Engineer in writing. Collecting and spreading shall not be carried out at the same time in one and the same KM or in two adjoining KM 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.

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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 for 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.

11. MISCELLANEOUS :-

11.1 Rate shall be inclusive of Sales Tax, General tax and other taxes, etc.

11.2 For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams, etc. and later on refilled up with bricks or stone chipping, cement mortar without any extra cost.

11.3 In case it becomes necessary for the due fulfillment and performance of the 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 to pay such rents if they are payable as mutually agreed between them. The Department will afford the Contractor all the reasonable assistance to enable him to obtain Government land for such purpose on usual terms and conditions as per rules of Government.

11.4 The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications or P.W.D. Hand Book, where reference to such specifications is given without reproducing the details in contract.

11.5 Suitable separating barricades and enclosures shall be provided to separate material brought by Contractor and material issued by Government to Contractor under Schedule 'A'. Same applies for the material obtained from different sources of supply.

11.6 It is presumed that the Contractor has gone carefully through the standard specifications of P.W.D. Hand Books and the schedule of rate the division and studied the site condition before arriving at rates quoted by him. Decision of the Engineer-in-charge shall be final as regards interpretation of specifications.

11.7 The stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or infusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable

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barricades and where there is likelihood of subsistence of soil, such heavy materials shall be stored on approved platforms.

11.8 For road and bridge works the Contractor shall in addition to the specification cited here, comply with requirements of relevant I.R.C. Code practice.

11.9 The Contractor shall be responsible for making good the damages done to the existing property during construction by the his men.

11.10 If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Contractor with the help of the Department at his own cost.

11.11 The Contractor shall provide, maintain, furnish and remove on completion, temporary shed for office on worksite for the use of Executive Engineer's representative.

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

11.13 In the Schedule 'B' the work has been divided into sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.

11.14 General directions or detailed description of work, materials and items coverage of rates given in the specifications are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section clause(s) of the General Specifications in accordance with which the work is to be carried out.

11.15 In the absence of specific directions to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.

11.16 The quantities set down against the item in the Schedule 'B' are only estimated quantities of each kind of work included in the contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.

11.17 All measurements will be made in accordance with the methods indicated in the specification and read in conjunction with the General Conditions of Contract.

11.18 The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the Government during execution. The Contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.

11.19 The recoveries if any due from Contractor will be effected as arrears of land revenue through the Collector of the District.

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11.20 Clause 101 to 107 of Specifications of Road and Bridges work adhered herewith will be applicable to works as per Schedule 'B' unless specified otherwise in the detailed specifications of the relevant items.

11.21 All materials used in the construction shall conform to the requirement of Specification Clause under Section 1000 "Materials for Structures" of Specification of Road and Bridge Work, M.O.S.T. New Delhi, attached to the tender.

11.22 Protection of underground telephone cable and aerial telephone wires and poles, transmission towers, electrical cables, and water supplying lines. During the execution of work, it is likely that the Contractor may meet with telephone cable, electrical cables, water supply lines etc. It will therefore be the responsibility of the Contractor to protect them carefully. All such cases should be brought to the notice of the Engineer-in-charge by the Contractor and also to the concerned Department. Any damage what-so-ever done to these cables and pipe line by the Contractor shall be made good by him at his cost.

12 LINING OUT :-

The Contractor shall provide free of charge all labour and material required for lining out surveying inspection decided by the Engineers as considered necessary for the proper and systematic execution of the work. The Department will only show the changed points on the alignment of road and it will be the responsibility of the Contractor to correctly align the road straight between points, including setting out curves though the Department will render necessary assistance. Likewise, only one B.M. with definite value of R.L. will be shown to Contractor who shall have to provide for a network of temporary bench mark all along the road and near C.D. works for execution of the work. The Contractor shall be responsible for the Provision, accuracy and Maintenance of such temporary B.M. He shall be responsible for the correctness of the position, levels, dimensions and alignments of all parts of the works and provision of necessary instruments and labour in connection with it. Suitably pointed bamboos or wooden stack shall be provided at his cost and firmly fixed at every 200 feet on both sides of embankment to indicate final as well as intermediate heights of the embankment. Any errors in position, levels, dimensions and alignment etc. shall be rectified by Contractor at his expenses. If such error is due to incorrect data supplied in writing by the Engineer or his authorised representative, the cost of rectification shall be borne by Government. The checking or inspection of any setting out of any line or level or work by Engineer or his representative shall not in any way relieve the Contractor of his responsibility for correctness thereof. The Contractor shall carefully protect and preserve all Bench mark, site rails, pegs and stones etc. used in setting out the works. Marking out the centre lines of C.D. works, necessary approaches etc. shall be done by the Contractor at his own cost as directed by the Engineer.

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ANNEXURE - A

Ref :- Government of Maharashtra, Public Works Department Government Circular No. Misc. 12001/P.C.-2/PLN 3, Mantralaya Mumbai-400 001 Dated 24/01/2001.

STANDARD SPECIFICATIONS

Item :- Providing and laying 50/75 millimetre thick bituminous bound macadam road surface including supplying all materials, preparing the existing road surface, spreading 40 mm steel metal layers, heating and spraying the bitumen, spreading 12 mm size chips compacting with power roller etc. complete

- a) Including picking of existing W.B.M. surface.
- b) Including applying tack coat at the rate of 50 kg./100 Sqm. on existing bitumen surface.

1) **General** :- The work consists of supplying of materials and labours required for providing and laying bituminous bound macadam surface for compacted thickness of 50/75 mm. This item includes preparing the existing road surface to receive the to receive the bituminous bond macadam course i.e. picking the existing W.B.M. surface or application of tack coat on, existing B.T. surface spreading of 40 mm size metal layer in required thickness with compaction with power roller heating and spraying bitumen with sprayer etc. spreading key aggregates 12 mm chips and final compaction with power roller etc. complete and finishing in accordance with the requirement in close conformity with grades lines, cross sections and thickness as per approved drawing etc. complete.

2) **Diversions** :- Temporary diversions shall be constructed and maintained by the contractor at his own cost. Diversion shall be watered if dust is likely to blow on the road being bituminoused.

3) **Materials** :-

A) Aggregates :- The Aggregates for providing B.B.M. surface shall comply with specifications Nos. Rd-41 for 40 mm and 12 mm size metal and shall normally comply with the following regarding size and quantity of aggregates and grade and quantities of bitumen.

No.	Description	Rate of application for 100 Sqm.			
		75 mm		50 mm	
		On B.T. Surface	On W.B.M. Surface	On asphalt Surface	On W.B.M. Surface
a	40 mm size hand broken metal	9.00 cum.	9.00 cum.	6.00 cum	6.00 cum
b	12 mm size Chips	1.80 cum.	1.80 cum.	1.80 cum.	1.80 cum.
c	Bitumen for grouting I.S. grade S 35 with 30/40 penetration or S 65 with 60/70 penetration	200 Kg.	200 Kg.	175 Kg.	175 Kg.
d	Tack coat for existing bituminous surface	50 Kg.	--	50 Kg.	--

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B) **Bitumen** :- The bitumen shall be paving bitumen of suitable penetration grade within the range S 35, S 65 or A 35 to A 65 (30/40 to 60/70) as per Indian Standard Specification for "Paving bitumen" IS 73-1992.

1) **Preparing the base** :- Any pothole in the existing bituminous road surface and broken edges shall be patched well in advance and the surface shall be brought to correct level and camber with additional metal and bitumen as required which will be paid separately. Before starting the work the bituminous surface shall be swept clean of all the dirt, mud cakes, animal droppings other loose foreign materials.

If so required by the Engineer, the contractor shall keep the side width and nearby diversion watered to prevent dust from blowing over the surface to be bituminised.

Existing water bound macadam surface shall be picked for and surface loosened for a depth of 7.5 cm and picked surface shall be brought approximately to the correct, camber and section. Edge line shall be correctly marked by dog belling the surface to form a continuous vee notch.

There shall always be specified length of prepared surface ahead of the bituminous surfacing operations as directed by the Engineer to keep these operations continue.

2) **Tack coat on Bitumen surface** :- Applying tack coat existing B.T. surface only at the rate of 50 Kg./ 100 Sqm. as per specification No. Rd-47 3.3

3) **Picking of existing W.B.M. surface** :- Picking of existing W.B.M. surface for receiving Bituminous Bound Macadam as per Rd-33

4) **Spreading and Compaction** :-

4.1) **Spreading of 40 mm metal** :- 40 mm size metal shall be spread evenly at the specified rate of 9 cubic metre/6 cubic metre per 100 Square metre of area so as to form a layer even the width of road with correct camber/super elevation as required. Any foreign matter, organic matter, dust grass etc. shall be removed immediately. The Sections shall be checked with camber board and straight edge batten etc. any regulations shall be made good by adding aggregates in case of depressions and removing aggregates from high spots.

4.2) **Compaction of 40 mm size metal** :- The surface of 40 mm metal layer after bringing it to necessary grades and sections shall be rolled with the use of 8 to 10 tonnes power roller. Rolling shall commence from the edges and progress towards center longitudinally except on super elevated portion it shall progress from the lower to upper edge parallel to the center line of pavement. When the roller has passed over the whole area any high spots of depressions which become apparent shall be corrected by removing or adding aggregates. The rolling shall then be continued till the entire surface has been rolled to designed compaction such that there is no crushing of aggregates and all roller marks have been eliminated. Each pass of roller shall uniformly over lap not less than one third of the track made in the preceding pass.

5) **Application of Bitumen :-**

Bitumen of IS grade S35 or S65 supplied for the work shall be heated to temperature of 177°C to 191°C (350 F to 375 F) in a bitumen boiler and temperature shall be maintained at the time of actual application. The hot bitumen shall be applied through a pressure sprayer on the road surface uniformly at the rate of 200 Kg./100 Sqm. of 125 Kg./100 Sqm. The road surface shall be divided into suitable rectangles marked by chalk so as to ensure correct rate of application of the bitumen.

6) **Key Aggregates :-**

On completion of bitumen application 12 mm size key aggregate shall be spread immediately at a uniform rate of 1.8 cubic metre/1.2 cubic metre per 100 square metre area when entire surface is in hot condition. Brooms shall be used to ensure even distribution of key aggregate.

7) **Final Compaction :-**

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

- 8) The surface finish shall conform to requirements of clause 902 of specification for Road and Bridges by Ministry of Surface Transport, (copy enclosed) Quality Control Test and their frequencies shall be as per table below.

Sr. No.	Test	Frequency
1)	Quality of Binder	Two samples per lot to be subjected to all of some best as directed by the Engineer.
2)	Aggregate impact value	One test per 200 cubic of aggregate.
3)	Flakiness Index and Elongation Index	One test per 200 cubic of aggregate.
4)	Stripping value	Initially one set if three representative specimen for each source of supply subsequently when warranted by changes in the quality of aggregate.
5)	Water absorption of aggregates.	Initially one set if three representative specimen for each source of supply subsequently when warranted by changes in the quality of aggregate.
6)	Aggregate grading	One test per 100 cubic metre of aggregate.
7)	Temperature of binder at application	At regular clause intervals.
8)	Rate of spread of binder	One test per 500 square metre of area.

1) **Item to include :-**

- i) Diversions unless separately provided in the tender.
- ii) Preparing the road surface.
- iii) Applying tack coat on existing B.I on picking the existing W.B.M. surface.
- iv) Supplying, spreading and compaction of 40 mm and 20 mm size aggregates.
- v) Supplying, heating and spreading bitumen.

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- vi) Supplying, spreading and compaction of 12 mm size chips.
- vii) All labour, materials, including bitumen and aggregates use of tools, plants and equipment for completing the item satisfactory.

- 2) **Mode of Measurement** :- The contract rates shall be for 100 Sqm. The measurement shall be for the width of the roads executed, limiting it to the width specified or as ordered by the Engineer and the length measured along the center line.

The measurement of dimensions shall be recorded correct upto two places of decimals of a meter and the areas worked out correct upto one place of decimal of a Sqm.

SET OF DRAWINGS
&
TALUKA AND DISTRICT MAP

CONTRACT DRAWINGS :-

The contract drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualise 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 consideration of the complexities of work involved during actual execution / construction as experienced Contractors 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 at 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 the Engineer for record and reference purposes at the Contractor's cost.

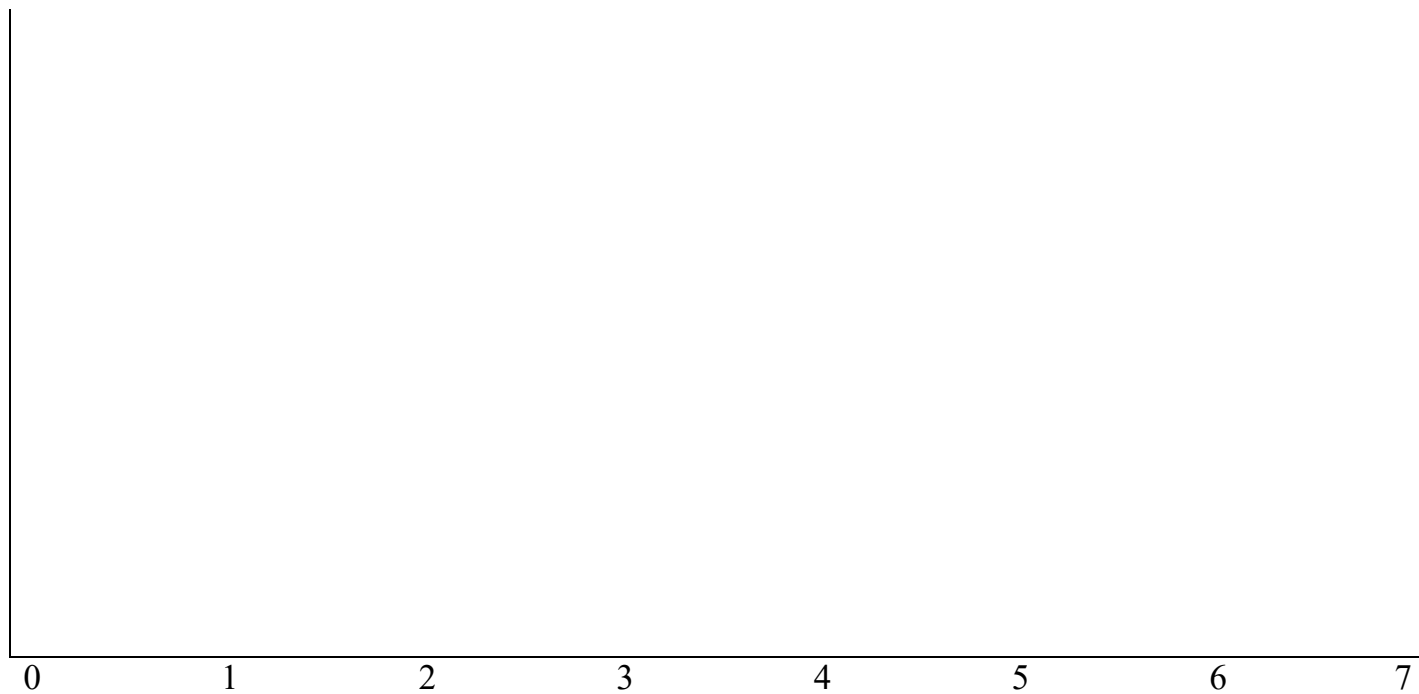
Contractor.

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BAR CHART

NAME OF WORK :- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.



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PUBLIC WORKS DEPARTMENT

111

Dy.Ex.Engineer

SCHEDULE - "A"

NAME OF WORK :- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78)
Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of
Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

SCHEDULE - 'A'

Statement showing the appropriate quantities of materials to be issued from departmental stores and the rates and the place of delivery

sr.no	Quantity	Particulars,	Unit	Rates in	Place of Delivery
				Figures	
1	2	3	4	5	6
NIL					

SCHEDULE - " B "

NAME OF WORK :- Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

S C H E D U L E - 'B'

Est. Qty. may be more or less	Item of work	Estimate Rates in		Unit	Amounts	Ref to Std specifications Book		Additional specification if any
		Figures	Words			clause/ Sp. No.	Page No.	
1	2	3	4	5	6	7	8	9
900.000	Item No. 1 : Excavation for foundation in earth, soil of all types, and, gravel and soft murum, including removing the excavated material up to a distance of 50m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary backfilling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.) By Mechanical Means SSR 2022-23 I/P 21.02/153	207.00	Two Hundred Seven Only	Cum	186300.00	MoRT&H 305	-	Work should be carried out as per the instruction of Engineer in charge

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48.000	Item No. 2 : Providing and casting in situ / ready mix PCC M15 grade of trap metal for coping to head walls / parapet including centering, form work, compaction and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc	9360.00	Nine Thousand Three Hundred Sixty Only	Cum	449280.00	MoRT&H 305	-	Work should be carried out as per the instruction of Engineer in charge
184.00	Item No. 3 : Providing and laying in situ M30 controlled cement concrete of trap/granite/quartzite/ gneiss metal for RCC work in formwork, centering, and finishing in cement paste excluding reinforcement etc. complete (height upto 3 meter with fully automatic micro processor based PLC with SCADA enabled reversible drum type mixer and natural sand)	11511.00	Eleven Thousand Five Hundred Eleven Only	Cum	2118024.00	MoRT&H 1700	-	Work should be carried out as per the instruction of Engineer in charge
40.000	Item No. 4 : Providing and laying weep holes of 100 mm diameter PVC pipes as per drawing for abutment returns, return walls etc. Complete. Rate as per SSR 2022-23 Item no. 17.37 p.no. 132	533.00	Five Hundred Thirty Three Only	Cum	21320.00	MoRT&H 1409	-	Work should be carried out as per the instruction of Engineer in charge

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14.720	Item No. 5 : Providing, cutting, bending, hooking, tying and laying in position TMT FE 500 steel bars for reinforcement for all RCC works as per detailed drawing etc. complete.	88506.00	Six Thousand Three Hundred Sixteen Point Six Six Only	Cum	1302808.32	MoRT&H 1600	-	Work should be carried out as per the instruction of Engineer in charge
	Total				4077732.00			

Sd/-
Sub Divisional Engineer,
National Highway Sub. Division,
Chiplun

sd/-
Executive Engineer,
National Highway Division,
Ratnagiri

Contractor.

No. of Corrections.

Executive Engineer.

NAME OF WORKS -

Upgradation of Guhaghar Chiplun Helwak Road from existing Km. 00+00 to 26+890 & 40+610 to 54+260 (SH78) Design Km. 00+000 to 26+230 & 40+00 to 53+600) two lane with paved shoulders on EPC basis in the State of Maharashtra (length 39.830Km) for construction of RCC Box drain at Kherdi under Risk and Cost.

S C H E D U L E - " D "

Laboratory Charges.

It. No.	Description of Material as per tender	Tests Taken as per Norms of VQC		Rate	Amounts of Testing	Remark
		Name of Tests	Total			
1	Aggregate	As per Annexure A	1 Test	----	----	As directed by Engineer in charge
2	Binder	As per Annexure A	1 Test	----	----	As directed by Engineer in charge

Sd/-
Sub Divisional Engineer,
National Highway Sub.Division,
Chiplun

sd/-
Executive Engineer,
National Highway Division,
Ratnagiri

Contractor.

No. of Corrections.

Executive Engineer.