

Tender Document

NAME OF WORK-

**CONSTRUCTION OF CEMENT CONCRETE ROAD IN
FACTORY PREMISES TQ. ARDHAPUR DIST.NANDED**

BHAURAO CHAVAN SAHAKARI SAKHAR KARKHANA LTD.

***LAXMINAGAR, DEGAON-YELEGAON, TQ.ARDHAPUR,
DIST.NANDED***

INDEX

**NAME OF WORK:-CONSTRUCTION OF CEMENT CONCRETE ROAD IN
FACTORY PREMISES**

Sr. No.	Brief description of contents
1.	Brief tender notice
2.	Detailed tender notice
3.	Agreement form B – 1
4.	Additional General Condition &Contract
5.	Price Adjustment in Steel, Bitumen
6.	Schedule “A”
7	Additional Condition for material brought by the contractor.
8.	Quality assurance & maintenance manual
9.	Work & Site Conditions
10.	Schedule “B” & Item-wise specification
11.	Declaration of contractor
12.	Drawings

E- TENDER NOTICE NO. / 2020-21 / INTERNAL NIT NO.
CIVIL WORKS DEPARTMENT

TENDER NOTICE

Online percentage rate tender in B-1 form is invited by Managing Director, Bhaurao Chavan Sahakari Sakhar Karkhana for the below mention work, at <https://organizations.maharashtra.nextprocure.in>

SYSTEM TENDER NO.....dated23/12/2020 (1st call)

The details can be viewed and downloaded online directly from the e-Tendering Portal <https://organizations.maharashtra.nextprocure.in> notice also available on www.bhauraosugar.com Last date for bid submission 30.01.2021 upto 17:00

TABLE

Sr. No.	Name of the Work	Estimated cost of Work(Rs.)	Time Limit for Completion (Months)	Earnest Money Deposit (Rs.)	Cost of Blank Tender Form (Rs.)	Class of Registration
1	2	3	4	5	6	7
1.	CONSTRUCTION OF CEMENT CONCRETE ROAD IN FACTORY PREMISES	Rs. 92,91,922/-	3 (Three) Calendar Months including Monsoon	Rs.1,00,000/- (to be paid offline as prescribed)	Rs.5000 /- (to be paid online)	IV(A) and above & submitted BID Capacity

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

NOTE :-

- Details of tender documents will be made available on website www.bhauraosugar.com and <https://organizations.maharashtra.nextprocure.in> but to participate in tender bidder(s) have to download official tender copy from <https://organizations.maharashtra.nextprocure.in> portal and payment of rupees 5000/- need to be paid online using NEFT/RTGS. Account details for cost of tender form payment is as under

Bank Name – Union Bank of India

Account Holder Name – Bhaurao Chavan S.S.K. Ltd.

Account Number – 342901010036308

IFSC Code – UBIN0534293

TENDER DOCUMENT PAYMENT RECEIPT SCAN COPY AND EMD SCAN COPY SHOULD BE UPLOADED ONLINE IN TECHNICAL ENVELOPE OTHERWISE TENDER WILL GET REJECTED.

Contractors are mandated to get enrolled on <https://maharashtra.nextprocure.in> portal

- For details contact-9881198799, 9881177699 Email saisugarlaxmi@gmail.com
- Rights are reserved with Managing Director Bhaurao Chavan Sakhar Skahar Karkhana, to reject any or all tenders without assigning any reason thereof.
- Bhaurao Chavan Sakhar Skahar Karkhana will not be held responsible for any problem appeared

Contractor

No of Correction

Managing Director

during online E-tender process. All bidders are advised to complete their bidding process at least one day advance to last date of events.

Above tender notice is also available on web site www.bhauraosugar.com for viewing purpose. ALL BIDDERS HAVE TO SUBMIT RELEVANT DOCUMENTS IN ONE COVERING ENVELOPE ON WHICH IT SHOULD BE CLEARLY MENTIONED THAT "TENDER FOR CONSTRUCTION OF CEMENT CONCRETE ROAD IN FACTORY PREMISES AT BHURAO CHAVAN SAHKARI SAKHAR KARKHANA" UNDER MAIN COVER TWO SEPARATE ENVELOPE CLEARLY MARKED AS EMD AND TENDER FEE SHOULD BE KEPT AND UNDER THOSE ENVELOPS ORIGINAL EMD INSTRUMENT AND ORIGINAL RECEIPT OF TENDER FEE PAYMENT SHOULD BE KEPT. THIS ENVELOP SHOULD BE SUBMITTED TO TENDER CALLING AUTHORITY OFFICE BETWEEN DATEAND TIME.....

Managing Director

Bhaurao Chavan S.S.K.Ltd. Laxminagar

Contractor

No of Correction

Managing Director

DETAILS OF WORK

Name of Work :-	CONSTRUCTION OF CEMENT CONCRETE ROAD IN FACTORY PREMISES LAXMINAGAR DEGAON-YELEGAON, TQ. ARDHAPUR DIST. NANDED
Estimated Cost Put to Tender :-	Rs.92,91,922/-
Earnest Money Deposit (EMD)	Rs.1,00,000/- (to be paid offline as prescribed)
Security Deposit	Initial deposit 2.5% & 2.5% deduct from R.A. bill
Cost of Tender Documents	Rs.5,000/- (to be paid online as prescribed)
Period for Downloading Tender Forms	Refer Online Schedule on Portal _ https://organizations.maharashtra.nextprocure.in 30.01.2021 up to 17:00
Date & Time for on line bid submission	Refer Online Schedule on Portal _ https://organizations.maharashtra.nextprocure.in Tentative date 30.01.2021 up to 17:00
Place, time & date of Submission of Hard Copy of EMD and original tender fee submission receipt	01.02.2021 from 11:00 up to 17:00
Place, time & date of opening of Technical Bid	From 02.02.2021 time 15.01 hours In the Office of Managing Director, Bhaurao Chavan S.S.K.Ltd. Nanded
Place, time & date of opening of Financial Bid	From 02.02.2021 time 17.01 . In the Office of Managing Director, Bhaurao Chavan S.S.K.Ltd. Nanded

Note – Above Schedule is subjective & to be verified by the Tenderer himself on web site..Tender Schedule Flashed on Web-Site (System Generated Schedule) is final & binding to all Tenderers.

Contractor

No of Correction

Managing Director

BhauRao Chavan Sahakari Sakhar Karkhana Ltd.
INVITATION FOR TENDERS.

DETAILED TENDER NOTICE

1. TENDERSCHEDULE

Online percentage rate tenders in 'B-1' Form are invited by the Managing Director, Bhaurao Chavan S.S.K.Ltd. Nanded for the following work from Contractors registered in appropriate class of the Public Works Department of Maharashtra state. The Name of Work, Estimated Cost, Earnest Money, Security Deposit, Time limit for completion etc. are as under

Bhaurao Sahakari Sakhar Karkhana Ltd.	Bhaurao Sahakari Sakhar Karkhana Ltd.
Estimated Cost Put to Tender :-	Rs.92,91,922/-
Earnest Money Deposit (EMD)	Rs.1,00,000/- (to be paid offline as prescribed)
Security Deposit	Initial deposit 2.5% & 2.5% deduct from R.A. bill
Cost of Tender Documents	Rs.5,000/- (to be paid online as prescribed)
Period for Downloading Tender Forms	Refer Online Schedule on Portal _ https://organizations.maharashtra.nextprocure.in 30.01.2021 up to 17:00
Date & Time for on line bid submission	Refer Online Schedule on Portal _ https://organizations.maharashtra.nextprocure.in Tentative date 30.01.2021 up to 17:00
Place, time & date of Submission of Hard Copy of EMD and original tender fee submission receipt	01.02.2021 from 11:00 up to 17:00
Place, time & date of opening of Technical Bid	From 02.02.2021 time 15.01 hours In the Office of Managing Director, Bhaurao Chavan S.S.K.Ltd. Nanded
Place, time & date of opening of Financial Bid	From 02.02.2021 time 17.01 . In the Office of Managing Director, Bhaurao Chavan S.S.K.Ltd. Nanded

1. Guidelines to Bidders on the operation of Electronic Tendering Management System [ETMS] of

Contractor

No of Correction

Managing Director

2. Tender Forms can be downloaded from the e-Tendering portal of Bhaurao Chavan Sahakari Sakhar Karkhana Ltd. Laxminagar Degaon-Yelegaon, Tq. Ardhapur, Dist. Nanded i.e. <https://organizations.maharashtra.nextprocure.in>

Tender Document Fee to be paid online. Original EMD instrument in form of Demand Draft of any Nationalized Bank in favor of Bhaurao Chavan S.S.K. Ltd. should be submitted in physical form and scan copy of same document should be uploaded in ENVELOPE NO.1 TECHNICAL BID Documents.

3. The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
4. All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The contractor should clearly mention in forwarding letter that his offer (in Envelope No.1 & 2) does not contain any condition, deviations from terms and conditions stipulated in the tender.
5. Tenderers should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.
6. For any assistance on the use of Electronic Tendering System, the Users may call the below
6. Toll Free Ph. No. 9881198799 E-Mail : saisugarlaxmi@gmail.com
7. Special Instructions to the Contractors / Bidders for the e-submission of the bids online through this tender site: <https://organizations.maharashtra.nextprocure.in> Bidder must register themselves on <https://organizations.maharashtra.nextprocure.in> portal by clicking "Online Bidder Enrollment" and then map Digital Signature certificate.
8. Bidder then log into the site giving Userid/Password chosen during registration.
9. The DSC e-token that is registered should be used by the bidder and should not be misused by others.
10. The Bidder can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission.
11. After downloading/getting the tender schedules, the Bidders should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
12. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account of the corrigendum published before submitting the bid online.

13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR formats. If there is more than one document, they can be clubbed together.
14. Document Tender Fee online and EMD in form of Demand Draft of any Nationalize Bank in favor of Bhaurao Chavan S.S.K.Ltd. Nanded and upload scan copy in ENVELOPE NO.1 TECHNICAL BID Documents..
15. Thebidderreadstheterms&conditionsandacceptsthesametoproceedfurther tosubmitthebids.
16. Thebidderhastosubmitthetenderdocumentonline wellinadvancebeforetheprescribedtimeto avoid any delay or problem during the submission process.
17. After the bid submission, the acknowledgement number, given by the e- tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
18. Tender Fees to be paid online Mode only and upload successful scan receipt in EnvelopeNo.1Technical Bid Documents. **ENVELOPE NO.2 FINANCIAL BID should be uploaded online only. .**
19. **19** The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
20. The bidder will submit the bid documents by online mode through the site (<https://organizations.maharashtra.nextprocure.in>) as indicated in the tender and original EMD instrument along with original tender fee payment receipt should be submitted in physical envelope too.
21. The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submissionofthebidwithallotherrelevantdetails.The documentssubmittedbythebidderswill bedigitallysignedusingtheDSCe-tokenofthebidderandthensubmitted.Thebidsummaryhas to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
22. Biddershouldlogintothesitewellinadvanceforbidsubmissionsothathesubmits thebidintime i.e.onorbeforethebidsubmissionendtime.Ifthereisanydelay,duetootherissues,bidderonly is responsible.
23. 3.3.23.Thebiddershouldseethatthe bid document ssubmitted should be free from virus and if the documentscouldnotbeopened,duetovirus,duringtenderopening,thebidisliabletoberejected.

24. The times settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
27. The bidders are requested to submit the bids through online eTendering System to the TIA well before the bid submission end date & time (as per Server System Clock).
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
29. The bidder should upload the Technical Bid in .rar format single file to upload in Technical cover and then BOQ in online ENVELOPE NO.2 FINANCIAL BID. .
30. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.
31. **Payment Gateway Disclaimer**

The Service is provided in order to facilitate payment of Tender Fees, online and EMD earnest money paid as mentioned above. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose.

By

accepting/agreeing to these Terms and Conditions, the User expressly agrees that his/her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

3 EXAMINATION OF DRAWING AND SITE CONDITIONS :

(3.1) The tenderers shall in his own interest carefully examine the drawings, conditions of contract specification etc.

(3.2) He shall also inspect the site and acquaint himself about the climate, physical and all other conditions prevailing at site, the nature, magnitude, special features, practicability of the works, all existing and required means of communications and accesses to site, availability of housing and other facilities, the availability of labour, materials, Power & Water, space for labour's camp, plant, stores and Godown etc.

Contractor

No. of Corrections

Managing Director

(3.3) He shall obtain all necessary information as to the risk, contingencies and other circumstances, which may affect and influence the tender.

(3.4) Should there be any discrepancy or doubt or obscurity as to meaning of any of the tender document or as to the instructions to be observed by him, he shall set forth in writing such discrepancies, doubts, obscurity and submit the same to the Managing Director, Bhaurao Chavan S.S.K.Ltd. Nanded for elucidation as soon as possible.

(3.5) No claims on any of the above or any other factors will be entertained by the Karkhana.

4. EARNEST MONEY DEPOSIT (EMD):-

(4.1) Earnest Money Deposit (EMD.) which should be paid only as prescribed elsewhere in the Tender Document. Earnest Money in any other form or cash or cheques will not be accepted.

(4.2) The EMD Exemption Certificate is not allowed

(4.4) Any tender not accompanied by the EMD shall be rejected as non-responsive.

(4.5) Required amount of EMD must be paid through the Bank Account in the name of as mentioned above Tendering Firm only.

(4.6) Any tender not accompanied by the EMD shall be rejected as non-responsive.

(4.7) The amount of EMD will be forfeited, in case a successful contractor does not pay the amount to initial security deposit within the time specified as stipulated by the Managing Director Bhaurao Chavan S.S.K.Ltd. Nanded and complete the contract documents. In all other cases, Original EMD hard copy will be refunded by Concerned Karkhana Office.

(5) CONDITION FOR PAYMENT OF ADDITIONAL PERFORMANCE SECURITY DEPOSIT IF THE OFFER IS RECEIVED LOWER MORE THAN 1% BELOW

In case lowest successful bidder's offer found more than 1.00 % below the estimated cost put to tender, in that case, the tenderer shall have to pay Additional Performance Security deposit drawn in favour of the concerned Managing Director Bhaurao Chavan S.S.K.Ltd. Nanded (in form of Demand Draft only) within 8 (eight) days [in no case limit of 8 days will be increased] from the date of opening of Financial bid i.e 2nd envelope as specified below;

(5.1) There is no need to pay Additional Performance Security deposit, if Tenderer's offer is upto 1% (one percent) below the estimated cost put to tender

(5.2) If Tenderer's offer is upto 10% below the estimated cost put to tender, then the Additional Performance Security deposit shall be 1% of the estimated cost put to tender.

Contractor

No. of Corrections

Managing Director

(5.3) If Tenderer's offer is upto 15 percent below the estimated cost put to tender, Tenderer shall submit 1% plus the percentage by which tender offer is more than 10% below of amount put to tender. (e.g. if tenderer offered 14% below he have to submit $(14\% - 10\%) + 1\%$ i.e. total 5% of estimated cost put to tender) or minimum Rs.1000/- which ever is higher.

(5.4) If Tenderer's offer is more than 15 percent below the estimated cost put to tender, Tenderer shall have to submit Additional Performance Security Deposit as specified below

1.	for offer upto 10% below the estimated cost put to tender	1 %
2.	for offer upto 15% below the estimated cost put to tender ($15\% - 10\% = 5\%$)	5 %
3.	more than 15% below tenderer have to submit (e.g. if tenderer offered 19% below tenderer have to submit $(19 - 15\% = 4\% \times 2 = 8\%)$)	8 %
Total (1%+ 5% + 08%)		14%

(5.5) If the calculated amount of additional Performance Security deposit is less than Rs.1000/- then the performance security deposit shall be Rs.1000/- minimum of the estimated cost put to tender.

(5.6) Amount of Additional Performance Security Should be rounded upto two decimal only.

(5.7) All above Demand Draft shall be of either of Government Bank or of Scheduled Bank drawn in favour of Concerned Managing Director Bhaurao Chavan S.S.K.Ltd. Nanded only. In respect of Demand Draft it's duly mentioning the MICR and IFSC code of said bank shall be mentioned specifically on the said Demand Draft.

(5.8) Successful Tenderer's Additional Performance Security will be refunded immediately upon the Certificate of satisfactorily completion of works issued by Managing Director Bhaurao Chavan S.S.K.Ltd. Nanded. In all other cases additional Performance Security shall be forfeited to Government.

(5.9) In case of lowest successful bidder whose offer found more than 1% below fails or neglects to deposit the Additional performance Security with in 8 (eight) specified days, then his EMD shall be forfeited to Government and 2nd lowest tenderer will become lowest and will be negotiated for award of work.

(5.10) The said amount of Additional Performance Security shall not carry any interest whatsoever.

6. Manner of Submission:

6.1 Uploading of Formats, Templates and Tender Documents:-

Contractor

No. of Corrections

Managing Director

- (a) The Intending Tenderer shall prepare the Bids in the Templates provided online as part of tender. The Templates shall be either Documents based (in which the Intending Tenderer is required to attach the relevant documents separately) or Forms Based (in which the Intending Tenderer is required to fill in the information in given Formats).
- (b) The required Documents (single document or a compressed file containing multiple document having size of each document not more than 5 MB) available in Brief Case or accessed from local machine shall be attached against each uploadable option in the Document Based Templates.
- (c) The Information being filled in the Form Based Templates shall be encrypted using a valid class / IIIDSC.
- (d) The Formats/ Templates shall be uploaded in **Envelope No.1 (Technical Bid)** on the sub-Portal <https://organizations.maharashtra.nextprocure.in>
1. Tenderer has to pay EMD in form of Demand Draft. It shall be either of Government Bank or of Scheduled Bank drawn in favour of Bhaurao Chavan S.S.K.Ltd. payable at Nanded. Scan copy of original EMD should be uploaded online..
 2. **Scanned Copy** of Original valid Certificate of Constitution or legal status of Bidder, with Place of registration as may be applicable if applicable.
 3. **Scanned Copy** of AFFIDAVIT regarding correctness of uploaded Documents in the given ANNEXTURE- A (*The Original Copy of the Bond of the above affidavit should be submitted before award of work to Concerned Division Office*)
 4. **Scanned copy of** Details of the works tendered for and in hand with the value of the work unfinished on the last date of submission of tender (in Statement No.1, on **page No. 29**). The Statement from the Head of the Officer under whom the works are in progress should be uploaded.
 5. **Scanned copy of** the list of owned machinery and Plants immediately available with the tenderer for use on this work and the list of machinery proposed to be utilized on this work, but not immediately available and then annexed in which it is proposed to be procured. (In Statement No.2 and 2(A) on **page No.29 and 30 respectively**.)
 6. **Scanned copy** of the list of the details of work of similar type and magnitude carried out by the contractor during last three years (in **Statement No.3 Page No.30**)
 7. **Scanned copy of list of** details of Technical personnel on the rolls of the tenderers.

Contractor

No. of Corrections

Managing Director

(in the **Statement No. IV on Page No.31**)

- 8. Scanned copy** Partnership Deed and Power of Attorney, in case of a firm tendering for work.

Contractor

No. of Corrections

Managing Director

9. **Scanned copy of Valid Professional Tax Registration Certificate in the Form of PTR** and PTE under Section (I) of Section 5 of Maharashtra State Tax in Profession, Trade calling and Employment Act, 1975 Rule 3(2) for Employees including technical personnel from the Professional Tax Office of the concerned district of Maharashtra
10. **Scanned copy of** Registration Certificate of GST registration Certificate from concerned authority under GST Act 2017
11. Scanned Copy of Integrity Pact executed on plain paper in the given format only duly signed by Authorised signatory (**The Original Copy of the Integrity Pact shall be submitted before award of work to Concerned Division Office**)
12. Bidder who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under.

Assessed available bid capacity = (A X N X 1.5 - B)

Where:

A = Maximum value of civil engineering works executed in any one year during the last **Five years** (updated to **2019-20** price level) taking into account the completed as well as works in progress.

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

B = Value, at **2019-20** price level, of existing commitments and on-going works to be completed during the **next 3 (Three) months (period of completion of the works for which bids are invited)**.

Even though the bidder meet the above qualifying criteria, they are subject to be disqualified if they have made:-

- ~ Misleading or False representation in the form, statements and attachments submitted in proof of the qualification requirements and/or
- ~ Record of poor performances such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history of financial failure etc.

Note-1- All the uploaded Scanned Copies of the necessary Certificate shall be legible. **Non readable uploaded scanned copies shall not be considered.**

Note – 2 All statement / forms shall be filled in and signed properly and correctly. If these forms / statements found incomplete or wrongly filled the Envelope No. 2 (Financial bid) will not be opened

Even though the bidder meet the above qualifying criteria, they are subject to be disqualified if they have made :-

Contractor

No. of Corrections

Managing Director

~ Misleading or False representation in the form, statements and attachments submitted in proof of the qualification requirements and/or

~ Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history of financial failure etc.

Note:-The downloaded Tender Document along with detailed set of conditions issued / additional stipulations (C.S.D.) (if issued) shall be signed by the Intending Tenderer (In the event of Tender being submitted by Firm, it must be signed by the Nominated partner or person holding power of attorney to sign the bid) submit the same to Karkhana Office before award of work along with Original copy of AFFIDAVIT in format ANNEXURE A and original copy of Integrity Pact which is uploaded in Envelope No.1

. (e) Envelope No. 2 Tender (Financial Bid)

(1) The Intending Tenderer must quote his offer in form of percentage of Estimated Rates only at the appropriate place provided online.

(6.2) ONLINE Submission:-

(i) Submission of online Tender Documents {uploading of Formats & Templates} (in Env no1) shall be followed by Digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates)

(ii) Then the Intending Tenderer is required to enter the date and encrypt the data using the DSC.

(iii) The Hashes are the Thumbprint of electronic Data and are based on one-way algorithm.

The Hashes establish the unique identity of Bid Data.

(iv) The Bid hash values are digitally signed using valid Class – II or Class – III DSC issued by any Certifying Authority.

(v) After expiry of bid submission time the hash value of bid data cannot be changed / additions in his bid data is not possible.

Note -

(a) As the tenders are being processed on the Electronic Tender Management System on B.C.S. S.K.Ltd, all the provisions of Indian Information Technology Act -2000 (re-enacted) is applicable & binding to all Intending Tenderer, So it is presumed that the contractor gone carefully through the whole tender document Before using his **DSC for quoting Offer**

(b) The Contractor upload a single document or a compressed file containing documents against each uploadable option.

(c) The Step by step procedure as per system requirement must be followed.

Contractor

No. of Corrections

Managing Director

7. Dead line for Submission of Tender

The Engineer-in-Charge may at his discretion extend the deadline for submission of tender by issuing an addendum in which case, all rights and obligations of the Government and Tenderers previously subjected to the original dead line shall therefore be subjected to new deadline as extended.

08. Submission of Hard Cord copy of online submitted copy.

Hard Copy of the online submitted Tender & Documents in one copy should be compulsorily submitted as prescribed.

(8.1) Documents submitted on line in Envelope No. 1 are to be put in separate Envelopes as Envelop No.1(Tender Fees) and Envelope No.2(Original EMD Instrument)respectively and sealed properly.

(8.2) The above two sealed Envelopes No.1 and 2 shall be again put together in one common cover and sealed. The name of work, online tender Notice Number (i.e. SGN) and Name and full address of Tenderer with Mobile Number shall be mentioned on the said common cover marked sealed Common Cover Properly covers corner.

(8.3) **The above Common Cover containing Envelope No. 1 & 2** must be submitted to karkhana office after final tender submission the time on working days (**during office hours**) only.

(1) Managing Director Bhaurao Chavan S.S.K.Ltd. Nanded

(8.4) No delay on account of any cause will be entertained for the receipt of said Hard Copy.

Note:-*In Case of inability to Proceed with the E-Tender due to technical disruption,/Problems, Physical documents should be considered as valid tender. But in any circumstances, the submitted physical documents should not be opened without he prior information of date and time to the concerned.*

Bid Submission should be done as per online schedule.

10. Receipt of Tender After Deadline

The Tenderer will have to carry out their respective tasks within the deadline defined in the Tender Schedule.

11. Department will not be responsible, For non Enrolment and non Empanelment of ETMS, non submitting/uploading tender online due to failure of internet services, or power supply or online submission of Tender Fees of EMD or any other unforeseen or foreseen reasons/causes what-so-ever. **No claims on any of the above or any other factors in the regards will not be entertained.**

Contractor

No. of Corrections

Managing Director

12. Opening of Technical Bid (Envelope No.1)

(13.1) Tenders will be opened **as per the Tender Schedule, (if possible)** in the presence of such intending Tenderers or his/ their authorized representatives who may be present at that time.

(13.1) Tenders will be opened **as per the Tender Schedule,**

- (a) All tenders are to be received on-line so Tender Opening Authority not able to know who has submitted tender. Therefore it is not possible to communicate the date and time of Tender opening to Tenderer. Hence it is responsibility of Tenderer remain keep in touch with concerned office to know the date and time of Tender Opening to present for Tender Opening. Therefore all Tender Opening Procedure will be done in the presence of such tenderer who may wish to be present or their representatives. No claim or any grievances will be entertained what-so-ever by the Tender Opening Authority in this regards.
- (b) The Tendering Authority will first open the Envelope – I documents of all Intending Tenderer and after scrutinizing these documents will shortlist the Intending Tenderer who are eligible for Financial Bidding Process. The Shortlisted Tenderers will be intimated by e-mail.
- (c) The Contents in Envelope No. 1 will be verified by the Tender opening authority to check their validity as per requirements. If any particular document of any tender is either missing or does not meet the requirements as specified above then a note to that effect will be recorded by the tender opening authority at the time of shortlisting of Envelope –1.

13. Opening of Financial Bid (Envelope No.2)

- (14.1) The Envelope No. 2 of the tenderer whose Envelope No. 1 does not contain the specified documents or any of the specified document is missing or does not satisfy the requirements, such tenders will be rejected. The Envelope No. 2 of such tenders shall not be opened and a note to that effect will be made online at the time of short listing of **Envelope-1**
- (14.2) After the analysis and scrutiny of documents and evaluation with respect to Departmental Requirement is over, the tender opening authority shall intimate the date and time of opening of Envelope No. 2 to the Eligible Tenderers. The Envelope No. 2 shall be opened as per tender schedule.
- (14.3) The Envelope No. 2 of Eligible Tenderers shall be opened serially. The percentage above or below over the estimated cost put to tender by the Department quoted by

Contractor

No. of Corrections

Managing Director

each Eligible Tenderers shall then be read out by tender opening authority and shall be reflected online for information of those present / participated.

(14.4) In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two

14. Tender Liable for Rejection.

Tender is liable for outright rejection if on opening it is found that –

- (a) The Tenderer has not strictly followed the procedure laid down for submission of tender.
- (b) If the tender is **CONDITIONAL**
- (c) If the Tenderer has quoted his offer anywhere else other than specified place provided.
- (d) The Tenderer has not uploaded the documents or Failed to fill the templates as stated
- (e) Any Corrections, modifications, additions, omission or any type of changes in main tender document is not permissible and if it is found at any stage the tender shall be rejected by forfeiting the Security Deposit.

15. The Contractor will have to sign the tender papers and the drawings C.S.D. 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 and availability of labour and materials and that he has quoted his rates with due consideration to all these factors. and same shall submit to Concerned Division office before award of work.

16. The acceptance of the tender may be intimated to the Contractor telegraphically or **otherwise (even may be by e-mail)** and either by the Officer competent to accept the tender or any authority in the department including Government and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender

17. SECURITY DEPOSIT:-

(18.1) The Total Security Deposit to be paid shall be **5% (Five Percent)** of amount put to tender.

(18.2) The Successful tenderer shall have to pay, half of the Security Deposit preferably in the form of National Saving Certificate FDR/TDR from any Nationalized or Scheduled Bank in favour of **Managing Director, Bhaurao Chavan S.S.K.Ltd.** Nanded within 10 days of acceptance of tender, and the balance security deposit will be recovered from running account bills at the percentage as shown in item (d) of the memorandum in printed B-1 form or as may be decided by the

Contractor

No. of Corrections

Managing Director

Managing Director during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

(18.3) The Security Deposit for the due performance of the contract shall be as detailed in the tender documents elsewhere. Fifty percent of the Security deposit will have to be deposited within ten days of the acceptance of the tender and the Balance Security Deposit will be recovered from the Running Bills at the rates as specified in the tender form on the cost of work as per CSR prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be 5% (Five Percent) of the cost of work worked out as per S.S.R. 2019-20 of respective District.

(18.4) Initial Security Deposit may be in FDR/TDR form in format on page no. 142 to 143 of Tender document for full period of completion of work and it should be extendable upto expiry of valid extension if any, as directed by Engineer-in-charge.

(18.5) In the event of the tenderer to pay cash security deposit within 10 days (unless extended in writing by the Managing Director from the date of receipt of notice (sent by Registered Post) of acceptance of his tender, the amount of EMD shall be forfeited to Government and the acceptance of his tender, shall be considered withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within 75 days of the date of opening of Envelope No. 2 (financial bid). The tenderer shall have the option (to be intimated in writing in good time before the expiry of 75 days period) of withdrawing his tender, in which case the earnest money should be refunded in full. All the tenders shall remain open for acceptance for 75 days from the date fixed for opening of envelope No. 2 (financial bid) and thereafter until it is withdrawn by the tenderer by notice in writing as per condition No 2 of the Memorandum on

18. Income Tax:-

Income tax @ 2.00 % and surcharge thereon or at the rates amended from time to time as intimated by competent Income tax authority shall be deducted from bill amount, whether measured bills, advance payment or secured advance.

20. G.S.T. :-

GST @ 2 % at the rates as amended from time to time as intimated by competent GST Authority shall be deducted from bill amount, whether measured bills, advance payment or secured advance.

21 Insurance:-

As per the Govt. Resolution No. FD/Insurance 1098/cess No. 28/98 dated 19/08/1998 and Director of Insurance Maharashtra, Mumbai letter dated 26/04/2005. Contractor has to submit Govt. insurance policy before starting the work, failing to which an

Contractor

No. of Corrections

Managing Director

amount equivalent to (1%) one percent of the tendered cost will be recovered from the first Running Account Bill of this work.

22. BUILDING & OTHER CONSTRUCTION WORKERS WELFARECESS:-

Building&otherConstructionworkerswelfarecess@1%or at the rates amended from time to time as intimated by the competent authority of Building and other construction workers welfare Act, 1996 shall be deducted from bill amount, whether measured bill, advance payment or secured advance.

- 23.** The contractor whose tender is accepted is required to note that no foreign exchange will be released by the Department.
- 24.** The e-notice-inviting tender and shall form part of the tender agreement.
- 25.** The Tender Authority is interested to make payment of contractor's bill through ECS / NEAFT system. For this purpose contractor should open his Bank Account, having core banking facility only.
- 26.** 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 60 days from the commencement of contract. If the time period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract.
- 27.** Tenderer should note that, Tenderer shall quote for the PART-A (i.e. work portion) of Schedule B Items only. The accepted percentage rates shall be applicable for PART-A (i.e. work portion) only and not be applicable to the Part B (i.e. Royalty & Testing charges) of Schedule B.

28. Integrity Pact

- (1) Integrity Pact executed on plain paper in the given format only duly signed by Authorised signatory shall be part of the Contract Agreement
- (2) Any Corrections, modifications, additions, omission or any type of changes in format given in Tender is not permissible and if it is found at any stage the tenders shall be rejected by forfeiting the Security Deposit.
- (3) Successful Bidder shall submit the Original Copy of the Integrity Pact before award of work to Concerned Division Office

Contractor

No. of Corrections

Managing Director

ANNEXURE – A

Affidavit
(on Rs.500/- Stamp Paper)

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. That I have submitted on line Tender for the work..... (Name of work).....onportal <https://organizations.maharashtra.nextprocure.in>.
2. That I have carefully gone through, read, thoroughly studied and understood all terms & condition, specification included in the tender document (Tender Form, Detail Tender Notice, conditions and specifications common set of Deviations drawings etc.) I hereby accept all these conditions, I agree to abide by the terms & condition in the tender document and agree to execute the work a per terms and conditions, specifications laid down in the tender document.
3. That I have Furnished EMD (Earnest Money Deposit) from the Bank Account in the name of my firm only.
4. I do hereby state on oath that the documents uploaded by in Envelope No.1 of this tender are true, correct and bonafied, There are no errors and omissions in the uploaded documents.
5. I do here by state on oath that the value of **work in hand (value of –B)** is accurate on the date of submission of this tender. If in the future it is found wrong or misleading, I am liable for action under Indian Penal Code if any papers are found false/fraudulent during contract period and even after the completion of contract
6. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.
7. The undersigned also hereby certifies that neither our firm M/s/Shree..... have abandoned any work on Building/Bridges/Roads etc a nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
8. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
9. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.
10. I am neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification, and other documents for the Project or being proposed as Project Manager for the Contract.
11. 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.
12. 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).

13. I/we, hereby solemnly agree that, I/we have willingly entered into the contractor with Public Works Department, Government of Maharashtra for the work of..... (Name of work) for the said work, I /we am /are buying the required quantity of asphalt having stipulated specifications from the refinery of IOC/HP/BP, I/We am / are also aware of the fact that after receiving the said quantity of asphalt from the refinery, it is mandatory upon me to deposit the original copy / copies of challan of asphalt in the office of Executive Engineer in charge of the work or his authorised officer, I / we also agree that if I fail to produce sufficient documentary evidence i.e. original copy / copies of challan for the purchase of asphalt, I will be totally held responsible for this non compliance & in such a case I will be responsible for any actions which the department may deem fit to impose on me/ us, or legal proceedings as per prevailing law.

Hence this
Affidavit Place :-
Date:-

Signature of Contractor
(Signed by an Authorised Officer of the Firm)

[The Scanned copy of above AFFIDAVITS should be uploaded in Envelope No. 1 And The Original Copy of the Bond of the above affidavit should be submitted when demanded by this office or before award of work to Concerned Division Office)

Contractor

No. of Corrections

Managing Director

STATEMENT No. 1

Statement of list of works in hand and work tendered for as on the last date of submission of this Tender.

NAME OF CONTRACTOR:-

(A) **WORKS IN HAND**

Sr. No.	Name of Work.	Agreement No.	Tendered Amount.	Date of Commencement.	Stipulated Date of Completion.	Value of work Already Done.	Value of Balance Work	Value of Balance Work to be executed	Probable Date of Completion.	Remark.
1	2	3	4	5	6	7	8	9	10	11
		-----Sample form-----								

(B) **WORKS TENDERED FOR**

SR. NO.	NAME OF WORK	NAME AND ADDRESS OF CLIENT	TENDERED AMOUNT	TIME LIMIT	PROBABLE DATE WHEN DECISION IS EXPECTED	OTHER RELEVANT DETAILS IF ANY
1	2	3	4	5	6	7
		-----Sample form-----				---

NOTE :- Details are to be uploaded in this format in envelope - 1. duly signed

Signature of Contractor

Managing Director

STATEMENT-2**DETAILS OF PLANT & MACHINERY IMMEDIATELY AVAILABLE WITH THE TENDERER FOR THIS WORK**

NAME OF TENDERER:.....

SR. NO.	NAME OF EQUIPMENT	NO. OF UNITS	KIND & MAKE	CAPACITY	AGE & CONDITION	PRESENT LOCATION	REMARKS
1	2	3	4	5	6	7	8

-----Sample form-----

Signature of Contractor

NOTE :- Details are to be uploaded in this format in envelope - 1. duly signed

Contractor

No. of Corrections

Managing Director

STATEMENT NO 2 (A)
(TO BE UPLOADED IN ENVELOPE NO. 1)

Questionnaires on Machinery: -

Proforma for information regarding availability / Procurement of machinery required for this work

1.	ReversibleDrumTypeMixer/ConcreteBatchMix plant (Pan Mixer) SCADAenabled	1 No. (Owned)
	Excavator	1 No. (Owned)
	Vibratory Roller	1 No. (Owned)
	Motor Grader	1 No. (Owned)

Question – 1

Is the above machinery owned by you and available with you for immediate deployment of this work ?

if “yes” Please attached the documentary proof of ownership of above machinery & upload information in this sample form

Type of machine.	No. of Units	Names of workon which deployedat present	Lactation	Out putin tonnes of mix per day	Quantity in tonnes of hot mix balance forexecution on works inhand
<i>----- sample form -----</i>					

Note :- (1) Life of above machinery considered as 10 years therefore working condition of machinery should be checked as follows and certificates of that effect should be uploaded in Envelope No. 1 (Technical Bid)

(2) TherewillbenoneedofcheckingbySE(Mechanical) forfirstsixyears.

(2) After 10th years the fitness certificate for every years form SE Mechanical / ACE (Mechanical)

(3) If the above mentioned machinery in respect Sr. No. 1 in ANNEXURE- I is less than 6 years old then tenderer shall have to upload the certificate regarding SCADAeither from Automation Manifold Services Pvt. Limited Nagpur or Vasundhara IT Pvt. Ltd Pune in lieu of certificate of Assistant Chief Engineer (Mechanical). In all other cases tenderer have to upload certificate of Assistant Chief Engineer (Mechanical) regarding SCADA. Intheabsenceoftheseertificate,theEnvelopNo.2(FinancialBid)shallnotbeopened

Condition Regarding Machinery

1) IftheMachineryisnotmorethan6yearsold,thecontractorhastoprovideTAXinvoice(VAT orGSTasthecasemaybe)andthetransactiondetailsofthepurchaseofthesaidmachineryi.e. bankstatementorbankpassbook,NoDuesdocumentsinthisregardwillbeconsidered.

2) Inthecaseofpre-ownedmachineryi.e.purchase/procuredfromanotherowner/userofthe machinery, scanned copy of following documents shall beattached.

(a) ProofofOwnershipofPreviousOwnerie.TaxInvoice/TransferAgreement.

(b) Sale Agreement ofMachinery.

2. In respect of Hired Machinery Tenderer must upload the scanned copy of original agreement on appropriate stamp paper executed for hired with the company who possess the said machinery along with the documentary proof of owner ship who owned the machinery in envelope No. 1.

Note:-The Contractor shall submit only those documents which are required/ asked in the tender documents, Uploading of unnecessary attachments with the tender should be avoided.

Signature of Bidder.

Contractor

No. ofCorrections

Managing Director

STATEMENT NO. 3

Detailsofworksofsimilartypeandmagnitudecarriedoutbythecontractorinlastthree years

NAME OF TENDERER: -

[illegible]

NOTE :- Details are to be uploaded in this format in envelope - 1. duly signed

STATEMENT - 4

Statement Showing Technical Personnel Available With Contractor Which Can Be Spared Exclusively For This Work

NAME OF TENDERER:

Sr. No.	Name of Person	Qualification	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

***** **SAMPLE FORM*******

Signature of Contractor

NOTE :- Details are to be uploaded in this format in envelope - 1. duly signed

STATEMENT NO. 5

Statements showing work done in all classes of Civil Engineering Construction works during last Five Year (i.e. 2014-15, 2015-16, 2016-17, 2017-18, 2018-19)

Name of Contractor :-

[illegible]

Outward No. and date of certificate issuing authority

NOTE :- Details are to be uploaded in this format in envelope - 1. duly signed

Contractor**No. of Corrections**

Managing Director

FORM - B-1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORK DEPARTMENT :Civil Works Department.

Bhaurao Chavan S.S.K.Ltd. Nanded

NAME OF WORK:- CONSTRUCTION OF CEMENT CONCRETE ROAD IN FACTORY PREMISES
DIST. NANDED

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the **Managing Director**. This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Managing Director for the purpose of identification and shall also be open for inspection by contractors at the office of the Managing Director during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in 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 be pay offline only along with the tender the sum of **Rs.1,00,000/- (Rs. One Lakh only)** as and by way of earnest money as prescribed. The said amount of earnest money shall not carry any interest whatsoever. .
- ii), In the event of his tender being accepted subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General conditions of contract.
- iii) If, after submitting the tender, the contractor withdraws his offer, or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government, here under, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

Contractor

No. of Corrections

Managing Director

- 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 clause (iii) above, be refunded to him on his passing receipt therefor.
3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners except where the contractors are described in their tender as 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 usual printed form stating at what percentage above or below the rates specified in schedule 'B' (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the Estimated rates / Schedule rate shall be named. Tenders which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works, they shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.
5. The **Managing Director, Bhaurao Chavan S.S.K.Ltd.** Nanded or his duly authorised assistant shall open. 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 Managing Director shall authorise the Treasury officer/Bank concerned to refund the amount of the earnest money deposited, to the contractor making the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose of the tenders shall have the right to reject all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Managing Director.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Civil Works Department and their rates shall be filled in and completed by the office of the Managing Director 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 this tender.
9. All work shall be measured net by standard measure and according to the rules and customs of the Civil Works Department and without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.

Contractor**No. of Corrections**

Managing Director

11. Every registered contractor should produce alongwithhis tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry. (copies to be attested by a GazettedOfficer)
12. All corrections and additions or pasted slips should beinitialed.
13. The measurements of work will be taken according to the usual methods in use in the Civil Works Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is "the usual method in use in the CivilWorks Department" will befinal.
14. In view of the difficultposition regarding the availability of foreign exchange, no foreignexchangewould be released bythe Departmentforthe purchaseofplantandmachinery requiredfortheexecutionoftheworkcontractedfor.
15. The contractor will have to construct shed / godownfor storing controlled and valuable materialsbroughtbyhimatworksitandatcontractor'scost
16. The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered in to contract and the value of the work that remains to be executed in each case on the date of submitting the tender (with certificate from the head of the officeconcerned.)
17. Deleted.
18. Successful tenderer will haveto produceto the satisfaction of the accepting authority a valid and current licenceissued in his favour under the provision of Contract Labour(Regulation and Abolition) Act 1970 before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited toGovernment.
19. The contractor shall comply with the provision ofthe Apprentices Act 1961 and the rulesand orders issued thereunder from time to time. If he fails to do so, his failurewill be breach of the contract and the Managing Director, 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 theAct.

Contractor**No. of Corrections**

Managing Director

TENDERFORWORKS

I / we hereby tender for the execution the Governor of Maharashtra (here in before and hereinafter referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at **the rate quoted by me for Part A of Schedule B only at** specified place provided **online in envelope No . (E-2)** (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule `A'hereto

Note Tenderer should note that, Tenderer shall quote for the PART-A (i.e. work portion) of Schedule B Items only. The accepted percentage rates shall applicable for PART-A (i.e. work portion) only and not be applicable to the Part B (i.e. Royalty & Testing charges) of Schedule B.

Contractor

No. of Corrections

Managing Director

MEMORANDUM

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

1. (a) General Description

CONSTRUCTION OF CEMENT CONCRETE ROAD IN FACTORY PREMISES
LAXMINAGAR DEGAON-YELEGAON TQ. ARDHAPUR DIST. NANDED

(b) Estimated cost: **Rs.92,91,922.00**

(c) The amount of earnest-money to be deposited shall be in accordance with the Govt, Resolution dated 27/09/2018

(c) Earnest Money: **Rs.1,00,000.00**

(d) This deposit shall be in accordance with the Govt, Resolution dated 27/09/2018

(d) Security Deposit

i) cash (not less than the amount of earnest money) Initial deposit 2.5%

ii) To be deducted from

current bills

2.5% deduct from R.A. Bill

Total

Rs.

e) This percentage where no security deposit is taken will vary from 5 to 10% according to the requirements of the Case Where security deposit is taken see note to Clause 1 of 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.

2.5 (Two point Five) percent

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

(f) Time allowed for the work from date of written order to commence 3 (Three) calendar months (Including Monsoon Season)

Contractor

No. of Corrections

Managing Director

2) I / We agree that this offer shall remain open for acceptance for a minimum period **of 60 days from** the date fixed for opening the "same" means envelope No.2 and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A. D. or otherwise delivered at the office of such authority.

Earnest money forwarded on online shall not bear interest and shall be liable to be forfeited to the Government should I/We fail to

(i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in Clause (1) of the annexed General conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

4) Should this tender be accepted I / We here by 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 Govt. the sums of money mentioned in the said conditions.

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

☉ Contractor.....Address

.....

.....

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

.....

.....

.....

*** Managing Director,
Bhaurao Chavan S.S.K.Ltd. Nanded**

◆ Signature of the officer by whom accepted

Dated Day of2020.....

Contractor

No. of Corrections

Managing Director

Security
deposit.

CONDITIONS OF CONTRACT

Clause 1: The person / persons whose tender may be accepted (hereafter called the contractor, which expression shall unless excluded by or repugnant to the context include his, heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Managing Director concerned up to one month/two months/three months respectively if the Managing Director thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Managing Director in cash or Government securities endorsed to the Managing Director (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) Permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will amount to ***Two point Five percent**, of all moneys so payable such deductions to be held by Government by way of security deposit, provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to ***Two point Five 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, *** Two point Five percent**, by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sum of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a 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 10 days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into the interest bearing securities provided that the depositor has expressly desired this in writing. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date up to which the contractor has agreed to maintain the work in good order is over. If such date is not over, only **50 percent**

Contractor

No. of Corrections

Managing Director

amounts of security deposit shall be refunded along with the payment of the final bill. The amount of the security deposit retained by the Management 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 provisions of clauses 17 and

20 hereof the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.

*** 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 through out stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Managing Director (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 every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

The Contractor should complete the work as per phase period given below

1/4 of the work in	1/4 of the time
1/2 of the work in	1/2 of the time
3/4 of the work in	3/4 of the time
full of the work in	full of the time

Full work will be completed in 04 (Four) calendar months (including monsoon.)

Note: The quantity of the work to be done within the 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 programme of detailed progress laid down by the Executive Engineer.

In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Managing Director (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid

Contractor

No. of Corrections

Managing Director

under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in tender.

Action when
whole of
security
deposit is
forfeited

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

- (a) To rescind the contract (for which rescission notice in writing to the contractor under the hand of Managing Director shall be conclusive evidence) and in that case the Security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Managing Director 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 Managing Director as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

Contractor

No. of Corrections

Managing Director

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefor actually performed by him under this contract unless and until the Managing Director shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified.

In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the 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 clause (a), (b) or (c) is adopted by the Managing Director 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 engagements, or made any advances on account of or with a view of the execution of the work or the performance of the contract.

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

Clause 4: If the progress of any particular portion of the work is unsatisfactory the Managing Director 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
and 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 clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Managing Director taking action under sub-

Power to take

clause (a) or (c) of clause-3, he may, if he so desires, take possession of all or any

Contractor

No. of Corrections

Managing Director

possession of or
require removal of
or sell
contractor's plant

tool and plant, materials and stores in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by Managing Director whose certificate thereof shall be final. In the alternative, the Managing Director 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 plant, materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Managing Director may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Managing Director as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Extension of
time.

Clause – 6 : If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Managing Director 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 ever and the Managing Director may, with prior approval of the authority component to accept the tender if in his opinion, there are reasonable ground for granting an extension, grant such extension as he thinks necessary or proper the decision of the Managing Director in this matter shall be final.

Final
certificate.

Clause-7: On the completion of the work the contractor shall be furnished with a certificate by the Managing Director (hereinafter called The Engineer-in-charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors windows, wall, floors or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the

Contractor

No. of Corrections

Managing Director

said measurements being binding and conclusive against contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off 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.

Payment on intermediate certificate to be regarded as advances.

Clause-8: No payment shall be made for any work, estimated to cost less than rupees one thousand, till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill 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 payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstruction or reerected 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 effect 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 effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payments at reduced rates on account of item 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.1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Contractor

No. of Corrections

Managing Director

Bill to be
submitted
monthly.

Clause - 10: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly 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.

Bill 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.

Stores supplied
by Government

Clause-12: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Civil Works Dept. store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit or the proceeds of 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 all purpose. All materials supplied to the contractor shall remain the absolute property of Govt. 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 determination of the contract shall be returned to the Civil Works Departmental store if the Engineer-in-charge so

Contractor

No. of Corrections

Managing Director

requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Work to be executed in accordance with specifications, Drawings, orders, etc.

Clause- 13: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer- in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on site of the work during office hours. The contractor will be entitled to receive three sets of contract drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.300/- per set of contract Drawings and Rs.150/- per working drawings except where otherwise specified.

Alterations 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

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

, 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 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

Contractor

No. of Corrections

Managing Director

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 there to before the rates shall have been determined as lastly herein-before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to 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 Managing Director, of the Karkhana will be final.

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

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

Extension of time in consequence of additions or alterations.

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

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

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 day's prior notice in

Contractor

No. of Corrections

Managing Director

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 the final bill. Upon given 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 requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery 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.

(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 substitutions in the specifications, drawings, designs, or instructions under clause 14 where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs.5000/-

It shall be open to the contractor within 90 days from the service of

Contractor

No. of Corrections

Managing Director

- (i) The notice of stoppage of workor
- (ii) The notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of workor
- (iii) Notice under clause 14 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, such rates shall in no case exceed the rates at which the same were acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by theEngineer.

No claim to compensation on account of loss due to delay in supply of materials 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 causedby

- (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 Managing Director to be reasonable in accordance with the circumstances of the case. The decision of the Managing Director as to the extension of time shall be accepted as final by the contractor.

Time limit for unforeseen claims.

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

Action and compensation payable in case of bad work.

Clause-17: If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with contract, it shall be lawful

Contractor

No. of Corrections

Managing Director

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 works so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Works
to be open
to
inspection
.

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

Contractor or
responsible
agent to be
present

Notice to be
given before
work is
covered up.

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

No. of Corrections

Managing Director

liable for
damage
done and for
imperfection
sContractor

Clause 20: If during the period of “2 (Two) Years” from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or “2 (Two) Years” after commissioning the work, whichever is earlier in the opinion of the Managing Director, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Managing Director, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Managing Director. 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 Managing Director 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 forth with on demand pay to the Government the amount of such costs, charges and expenses sustained or incurred by the Karkhana of which the certificate of the Managing Director shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to bear rear 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 Karkhana shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by Government.

दोषदिये स्वकालवधौ तक मम मधो लउणौ वबरकानेतपसाः यत. जर आढळुन आलये खणौ व॥
दुःसुतै कर 6 या = या आवा F या बहरे अस पयस/पणकामचनः याने कर 6 या च आवा वस्तु
इय P मणै पहा बाधक मकर 6 या स ठाकं पदसच न दे उनत न महि = याम यै कामनः याने के म
घे 6 या तय वये बाबत तक हौ वद उव पय समुय अभियंत याने अहवाल सदरक वन दे न
निणय घे 6 या तय वा. मुय अभियंत याने निणय ह अंत मवकं पद रास बंधक सहेल
उपविभागीय अभियंत कव इय समक फिय न दे दोषदिये स्वकालवधौ म यै के
पहाणौ के पयाने कर काम यै दोष उणौ व आढळ पय सकं पद रास कडु न इय इय आव यक
दुःसुतै/पुर्बाधणौ वन घे यतय वौ दोषदिये स्वकालवधौ स 6 या = यै कि म न त न है आ
कय कर अभियंत वउप अभियंत याने एकी पतपणै काम च पहाणौ वन इय
कं पद रास नै के ले ये दुःसुतै बाबत च आढळ व य व 600 मीटर पे फीज तल बं मु 1000
इके. मी. जे ते फी फळ पौ जे त जे ते फी फळ अस ले ये दुःसुतै काम अधीक अि म थि निरिण
भयंत याने दरसह म हौ कर वे

Contractor

No. of Corrections

Managing Director

Contractor to supply
plant,
ladders,
scaffolding
etc

Clause -21.: The contractor shall supply at his own cost all material (except such special materials, if any, as may in accordance with the contract, be supplied from the Civil Works Dept's. stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works which

Contractor

No. of Corrections

Managing Director

may required for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.'

And is
liable for
damage
arising
from non-
provision
of light,
fencing
etc.

The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings 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 proceedings to any such person, or which may with consent of the contractor be paid for compromising any claim by any such person.

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

- (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 scaffold and appliances connected therewith and all ladders shall:-
 - (i) be of sound material,
 - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected and
 - (iii) be maintained in proper condition.

Contractor

No. of Corrections

Managing Director

- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation here-in-specified.
- (i) Working platforms, gangways and 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 3.00 Metres (to be specified).
 - (i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) Every working platform and gangway, shall have adequate width and
 - (iii) every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall except for the time and to 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 roof where there is a danger of falling from a height exceeding 3.00 Mts. suitable precautions shall be taken to prevent the fall of persons or material.
- (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.

Clause-21(B) : The contractor shall comply with the following regulations

Contractor

No. of Corrections

Managing Director

as regards the Hoisting Appliances to be used by him.:

- (a) Hoisting machines and tackle, including their attachments, anchorages and support shall-
 - (i) be of good mechanical construction, sound material and adequate strength and free from patent defect and
 - (ii) be kept in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Karkhana.
- (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 scaffolding which, or gives signal to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gear referred to in the preceding regulation shall be plainly marked with the safe working load
- (i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation (h) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous part or hoisting appliances shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Clause-22: The contractor shall not set fire to any standing jungle, trees brushwood or grass without a written permit from the Managing Director.

Measure for prevention of fire

Contractor

No. of Corrections

Managing Director

When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass etc. by fire; the contractor shall take necessary measure 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.

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 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 estimates of the Engineer-in-charge subject to the decision of the Managing Director on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Karkhana to the 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 persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour

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

Work on Sunday.

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

Work not to be sublet.

Clause 26:- The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition

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

with his creditors or attempts to do so or if bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Karkhana 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

Contractor

No. of Corrections

Managing Director

-mesinsolvent Engineer-in-charge may there upon by notice in writing rescind the contract and the security deposit of 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 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

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

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

Change in the constitution of firm to be notified.

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

Direction and control of the Superintending Engineer

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

Direction and control of the Superintending Engineer

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

Clause 30 (2) : The contractor may within 30 days of receipt by him of any order passed by the Managing Director of the circle as aforesaid appeal against it to the Managing Director concerned with the contract, work or project provided that-

(a) The accepted value of the contract exceeds Rs. 10 Lakhs (Rs. Ten Lakhs)

Contractor

No. of Corrections

Managing Director

(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 Managing Director as aforesaid the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Civil Works Department who if convinced that prima-facia the contractor's claim rejected by Managing Director is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decisions.

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

Clause-31: The contractor shall obtain from the Civil Works 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 therefore or in connection therewith unless she has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule, in form- A attached to the 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 other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump-sums in estimates.

Clause-32: When the estimate on which a tender is made includes 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 item, 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 lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specifications.

Clause - 33: - In the case of any class of work for which there is no such specifications as is mentioned in rule 1 such work shall be carried out in accordance with the Karkhana specifications, and in the event of there being no Karkhana specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and

Contractor

No. of Corrections

Managing Director

Definition of work.	<p>requirements of the Engineer-in- charge.</p> <p>Clause – 34: - The expression "works" or "work" where used in these conditions, shall unless there be something in the subject or context repugnant to such construction be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.</p>
Contractor's percentage whether applied to net or gross amount of bill	<p>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.</p>
Quarry fees and Royalties.	<p>Clause-36: All quarry fees, royalties, octroi dues and ground rent, for stacking materials, if any, should be paid by the contractor.</p>
Compensation under the workmen's compensation act.	<p>Clause - 37: The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workman's Compensation Act 1923 (VIII th 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 subsection (1) of section 12 of the said Act on behalf of the contractor it shall be recoverable by Karkhana from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.</p>
	<p>Clause - 37 (A): The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Karkhana from any amount due or that may become due to the contractor.</p>
	<p>Clause - 37 (B): The contractor shall provide all necessary personnel safety equipment and first aid apparatus available for the use of the persons employed on the site, and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith:-</p> <p>(a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.</p>

Contractor**No. of Corrections**

Managing Director

(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 indanger.

(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 subject to all the liabilities and penalties provided by the said act and said rules.

Claim for quantities entered in the tender or estimate.

Clause- 38: (1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantities of the items does not exceed the tender quantity by more than 25 % and so long as the value of the excess quantity beyond this limit, at the rate of the item specified in the tender, is not more than Rs. 5000/-

(2) The contractor shall if ordered in writing by the Engineer, so to do also carry out any quantities in excess of the limit mentioned in sub-clause (1) hereof on the same conditions as and in accordance with specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates (ii) at the rate prevailing in the market the said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender, based upon the schedule of rates applicable to the year in which the tenders were invited. (For the purposes of operation of this clause, this cost shall be taken, as arrived at S.S. R for 2019-20 for respective District)

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

Employment of famine

Clause - 39: The contractor shall employ any famine convict or other

Contractor

No. of Corrections

Managing Director

<i>labour etc.</i>	labour of a particular kind or class, if ordered in writing to do so by the Engineer-in-charge.
<i>Claim for compensation for delay in starting work.</i> Claim for compensation for delay in execution of work.	<p>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 work on account of any delay in according to sanction of estimates.</p> <p>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 of hard or cracked soil excavation in mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.</p>
Entering upon or commencing any portion of work.	Clause-42: The contractor shall not enter upon or commence any portion of work except with the written authority and instruction 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 payments for work.
Minimum age of person employed, the employment of donkeys and/or other animals and the payment of fair wages.	<p>Clause - 43 :(i) No contractor shall employ any person who is and the payment person who is under the age of 18 years.</p> <p>(ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least 7.50 cms. wide and should be of tape (Newar)</p> <p>(iii) No animal suffering from sores; lameness or emaciation or which is immature shall be employed on the work.</p> <p>(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 Karkhana for any delay caused in the completion of the work by such removal.</p> <p>(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 Managing Director who shall decide the same. The decision of the Managing Director, 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 Karkhana at the sanctioned tender rates.</p> <p>(vi) Contractor shall provide drinking water facilities to the workers. Similar</p>

Contractor**No. of Corrections**

Managing Director

amenities shall be provided to the workers engaged on large work in urban areas.

(vi) Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

Method of
payment

Clause 44 : Payment to Contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs.10. Amount not exceeding Rs.10 will be paid incash.

Acceptance of
conditions compulsory
before tendering for
work.

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

Employment
of scarcity
labour.

Clause 46: If Government declares a state of scarcity or famine to exist in any village situated within 16 kms. 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 Managing Director, or by any person to whom the Managing Director may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons 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 Managing Director whose decision shall be final and binding on the contractor.

Clause - 47: The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Karkhana or reasonable price which it is permissible for him to charge a private purchaser for the same class and description the controlled price or the price permissible under Hoarding and Profiteering Ordinance, 1943 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 on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause - 47 (A): - " The tender rates are inclusive of all taxes, rates cesses excluding GST

Clause - 48: The rates to be quoted by the contractor must be exclusive of GST.

Contractor

No. of Corrections

Managing Director

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 GST and the GST will be recovered on such sale.

Clause - 49 (A): Contractor should note that recovery at penal rate of twice the issue rates will be effected if the contractor does not return surplus material. GST and applicable tax will be recovered from them.

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

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

Clause-51: Wages to be paid to the skilled and unskilled labours engaged by the contractor. The contractor shall pay the labour's skilled and unskilled according to the wages prescribed by the Minimum Wages Act 1948 applicable to the area in which the work of the contractor is located.

Clause - 52: All amounts whatsoever which the contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (i) materials and / or stores supplied / issued hereunder by the Government to the Contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Government to the contractor for execution by him of the work and / or on which the 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.

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

Contractor

No. of Corrections

Managing Director

amended from time to time and all other relevant statutes and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation And Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or make 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 works shall be deemed to be an arrears of land revenue and Government shall be entitled or deduct the same from the amount payable by the Govt. to the contractor here under or from any other amounts payable to him by the Government.

Clause-54: The Contractor shall engage apprentices such as bricklayers, carpenters, wiremen, plumber as well as black-smith as recommended by the State Apprenticeship Advisor, Director of Technical Education, Dhobi Talao, Mumbai-1 on the construction work.

Clause-55: (A) The antimalaria and other health measures shall be as directed by the Joint Director (Malaria and Filariasis) of Health Services, Pune

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

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

(D.) In case of default in carrying out prescribed antimalaria measure resulting in increasing malaria incidence contractor shall be liable to pay to Government the amount spent by Government on antimalaria measures to control the situation in addition to fine.

Contractor

No. of Corrections

Managing Director

(E.) RELATION WITH PUBLIC AUTHORITIES:

The contractor shall make sufficient arrangement for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulations, by-laws and directions given 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 Karkhana.

Contractor**No. of Corrections**

Managing Director

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

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

Name of work	To start	To complete
CONSTRUCTION OF CEMENT CONCRETE ROAD IN FACTORY PREMISES, LAXMINAGAR DEGAON-YELEGAON TQ.ARDHAPUR DIST. NANDED	from the date of issue of work order	3 (Three) Calendar Months Including Monsoon

1. **COMPETANCY OF TENDER:** The work will be awarded only to those contractors who are considered to be substantially responsive bidders, capable of performing the class of work to be completed. Before passing the final award any or all bidders may have to show that he has the necessary experience, facilities, ability, and financial resources to execute the work in satisfactory manner and also within the stipulated time.
2. **PAYMENTS :** The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and if further necessitated, scaffolding plant, supervision, service works, power, etc. and to include all to cover the cost of night & round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Civil Works Department or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.
3. **ERASER :** Persons tendering are informed that no erasers or any alterations by them in the text of the documents set herewith will be allowed and any such eraser or an alteration will be disregarded. If there is any error in writing no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialed and dated.
4. **ACCEPTANCE:** Intimation of acceptance of tender will be given by a telegram or a letter sent by registered post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfill any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.
5. **PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT:**

Contractor

No. of Corrections

Managing Director

- 1) No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 10 ft above ground if not more.
- 2) The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available as substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up of several pieces jointed and tapped be used.
- 3) The blasting shed from where the exploder is to finally operated should be at least 500 ft away from the area to be blasted. It should have a strong roof, which can withstand the impact of flying stones at this range.
- 4) Only trained hands should be allowed to handle explosives, cable detonators etc.

6.1 CONTRACTOR TO INFORM HIMSELF FULLY.

The contractors shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, the 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 the rates quoted in the tender. In this regard, he will be given necessary information to the best of the knowledge of Department but without any guarantee about it.

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

6.2 ERRORS, OMISSIONS AND DISCREPANCIES:

- 2) In case of errors, omissions and/or disagreement between written and scaled dimensions in the drawing or between the drawings and specifications etc. the following order of preference shall apply.
 - i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
 - ii) Between the written or shown description of dimensions in the drawings and the corresponding one in the specifications, latter shall apply.
 - iii) Between the quantities shown in the schedule of quantities and those arrived at from the drawings, the latter shall be preferred.

Contractor

No. of Corrections

Managing Director

- 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 Engineer whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

6.3 WORKING METHODS AND PROGRESS SCHEDULES:

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

PROGRESS SCHEDULE

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

CONSTRUCTION EQUIPMENT & LOCATION

- i) The contractor shall be required to give a trial run of the equipments for establishing their capacity to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipment provided shall be proven efficiency and shall be operated and

Contractor

No. of Corrections

Managing Director

maintained at all times, in a manner acceptable to the Engineer and no equipment or personal will be removed from site without permission of the Engineer.

- ii) *Location of Hot Mix Drum Plant should be such that maximum time taken for transporting bituminous mix from plant site to paver does not exceed 60minutes.*

6.4 TREASURETROVE

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

6.5 QUARRIES:

6.5.1 The contractor(s) shall have to arrange himself/ themselves to procure the quarry. However necessary assistance without any extra cost to Government will be rendered by the Department for procuring the quarries if required by the contractor.

6.5.2 The quarrying operations shall be carried out by the contractor with proper equipment such as compressor, jack hammers, drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get the required output.

6.5.3 The contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down or 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 facility by the contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any time be allowed to inspect the work, building, and equipment at the quarters.

6.5.4 The contractor shall maintain at his own cost the books, register 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 the books or registers as and when required.

6.5.5 All quarrying operations shall be carried out by the contractor in organised and expeditions manner, systematically and with proper planning, the contractor shall engage licensed blaster and adopt electric blasting and/or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the

Contractor

No. of Corrections

Managing Director

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 licence for blasting and licence for storage of material from the concerned authorities. The contractor must therefore take timely advanced action for procuring all such licences so that the work progress may not be hampered.

6.5.6 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.

6.5.7 The quarrying operations shall be carried out by the contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid the wastage of stones. Only such stone 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 material shall be removed to the places shown at the contractor's cost.

6.5.8 Since all stones quarried from Government quarry (if made available) by the contractor including the excavated over burden are the property of the Government, no stones or the earth shall be supplied by the contractor to any other agencies or works, and are not allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Government and shall be handed over by the contractor to the Government free of cost at the quarry site duly heaped at the spots indicated by the Engineer-in-charge. 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 Engineer-in-charge. Leaving off a quarry face or opening of new quarry face shall be done only on the approval of the Engineer-in-charge.

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

6.5.10 The contractor will be permitted to erect at his own risk and the cost at the quarry site if suitable vacant space in Government area is available for the purpose, his own structures or 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 conditions.

Contractor

No. of Corrections

Managing Director

6.5.11 The contractor shall not use any land in the quarry for cultivation or for any other purpose except that required for breaking or stacking or transporting stones.

6.6 COLLECTION OF MATERIALS:

- (i) Where suitable and approved P.W. Department's quarries exist, the contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff for labour. The contractor shall pay necessary royalty in advance.
- (ii) Where no suitable P.W. Department's quarries exist or when the quality of the material required cannot be obtained from P.W. Department quarry the contractor or piece-worker shall make his own arrangement 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 workers shall pay all royalty charges compensation etc. No claims or responsibility on account of any 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 includes all incidental charges such as opening of new quarry, opening out a new portion in a existing quarry, removing top soil and the unsuitable material, de-watering a quarry, cost of blasting powder and fuse, lift, lead, repairs of existing cart tracks, making new cart tracks, control charges Central/State Government or Municipal taxes.
- (iv) The rates in the tender are for the delivery of approved material on roadside properly stacked at places specified by Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No claim on account of the charges in lead will be entertained.
- (v) No material shall be removed from the land within 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 unauthorisedly obtained from such places, the contractor or piece workers shall have to make good the damages and pay such compensation, in addition as may be decided by the Managing Director and will have stop further collection.
- (vi) Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece workers shall be liable to pay for any claims of compensation etc. arising out of accident etc. Any such material causing obstruction or danger etc. will be got removed departmentally at his cost.

Contractor

No. of Corrections

Managing Director

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 complaints, which may be received.

- (vii) The material 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 rains or flood, to be buried under the landside etc. or to slip down on embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.
- (viii) Before stacking, the material shall be free from all earth, rubbish, vegetable matter, and other extraneous substance and in the case of metal, screened to gauge, if so directed. When ready, it shall be stacked entirely clear of the road way, on ground which has been cleaned of vegetation and levelled. On high banks, ghat roads etc. where it may not be practicable to stack it entirely clear of the road way, it may be stacked with the permission of the Engineer-in-charge on berms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.
- (ix) The size of the stack of the material other than rubble shall be 3x1.5x0.60 metre or such other size as may be directed by the Engineer-in-charge and all but one stack in 200 metres shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each 200 metres 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) Karkhan shall supply the contractor with a statement showing 200 metre 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 metres 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 metres 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 Civil Engineer). Stacking in one 200 metres shall be completed before it is started in another unless directed otherwise in writing by the Executive Engineer. Measurement of the materials stacked in the 200 metres will not be recorded until the full quantity required has been stacked unless otherwise authorised by Engineer in writing. Collection and spreading shall not be carried out at the same time in one and the same km or in two adjoining kms except with the written permission of the Managing Director.
- (xii) Unless otherwise directed, the materials shall be collected in the following order according to availability of space:

- (1) **Rubble (if included intender).**
- (2) **Metal,**

Contractor

No. of Corrections

Managing Director

(3) Soft murumand;

(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 been stacked as in the case of new roads, the metal for each layer shall be stacked on opposite sides of the road.

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

(xiv) No deduction will be made for voids.

6.7 AGENT AND WORK ORDER BOOK

The contractor shall himself 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 as essential for the work and so directs the contractor. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation of the Managing Director and his representative on the work site. The Engineer In Charge have the unquestionable right to ask for change in the quality and strength of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements of the satisfaction of the Engineer-In-Charge.

A work order book shall be maintained on site and it shall be the property of the Government and the contractor shall promptly sign orders given therein by the Managing Director 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

Contractor

No. of Corrections

Managing Director

the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

6.8 INITIAL MEASUREMENTS FOR RECORD:

Where, for proper measurements 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 representatives of the Managing Director. The record of such measurements on the Government side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

6.9 HANDING OVER OF WORK:

All the work and materials before finally taken over by Government, it will be the responsibility of the contractor to guard, maintain and make good any damages of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the Managing Director or his authorised representative will be always in writing, copies of which will go to the Managing Director 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 mutually agreed to.

6.10 ASSISTANCE IN PROCURING PRIORITIES PERMIT ETC.:

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

The contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non supply of machinery shall

Contractor

No. of Corrections

Managing Director

not form a ground for any claim or extension of time limit for this work.

Contractor

No. of Corrections

Managing Director

7: SAMPLES AND TESTING OF MATERIALS

(7.1) All materials to be used on work, such as cement, lime, aggregates, stone, asphalt, wood, etc. shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him, which will be;

- (a) as specified in the specifications of the items concerned and/or
- (b) Red Book
- (c) as specified by the Indian Road Congress Standard Specification and Code of practice for Road and Bridges or
- (d) I.S.I. Specifications (whichever and wherever applicable) or
- (e) As per Ministry of transport specifications for Roads and Bridges III edition Section 900 quality control for roadwork
- (f) Such recognised specifications acceptable to the Engineer-in-charge as equivalent there to or in the absence of such authorised specifications
- (g) such requirements test and/or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.
- (ii) The contractor shall at his risk and cost make all arrangements and/or shall provide for all such facilities as the Engineer-in-charge may require for collecting preparing testing 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 and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-charge till sent for testing.
- (iii) The contractor shall as and when required submit at his cost the samples of materials to be tested or analysed and if, so directed, shall not make use or incorporate in the work any materials represented by the samples until the required analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge.

QUALITY CONTROL ON WORKS AND MATERIALS

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

7.2 CO-ORDINATION:-

When several agencies for different sub-work of the project are to work simultaneously on the project site, there must be full co-ordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall, therefore, be

Contractor

No. of Corrections

Managing Director

strictly adhered to. Each contractor may make his independent arrangements for water, power, housing, etc. If they so desire, on the other hand the contractors are at liberty to come to mutual agreement in this behalf and make joint arrangement with the approval of the Engineer. No contractor shall take or cause to be taken any steps or action that may cause disruption, discontent or disturbance to work, labour or arrangements etc. of other contractors in the project localities. Any action by any contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with accordingly.

In case of any dispute or dis-agreement 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 contractor concerned and such a decision shall not vitiate any contract nor absolve the contractor of his obligations under the contract nor form the grounds for any claim or compensation.

7.3 TEMPORARY QUARTER

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

7.4 PAYMENTS:

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

7.5 PATENTED DEVICES, MATERIALS AND PROCESSES

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

7.6 WATER SUPPLY:

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

The contractor shall make his own arrangements at his own cost for entering into contact with concerned authorities for obtaining the connection and carry the water upto the work site as

Contractor

No. of Corrections

Managing Director

required by him. The location of the pipe line with respect to the road shall be decided by Engineer-in-charge and shall be binding on the contractor.

The contractor is advised to provide water storage tanks of adequate capacity to take care of possible shut down of water supply system.

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

7.7 ELECTRICITY:

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

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

8. SAFETY MEASURES AND AMENITIES:

8.1 SAFETY MEASURES:

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

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

8.2 AMENITIES:

- (1) Supporting workmen with proper belts, ropes etc. when working on any masts, cranes, grabs, hoist, dolly etc.

Contractor

No. of Corrections

Managing Director

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

8.3 EXPLOSIVES:

The contractor shall at his own expenses construct and maintain proper magazines, if such are required for the storage of explosive for use in connection with the works such magazine being situated, constructed and maintained in accordance with the Government prevalent rules applicable on that behalf. The contractor shall at his own expense obtain such licence or licences as may be necessary for storage and using explosives. Notwithstanding that the location etc. of storage of explosives are approved by the Engineer, the Govt. shall not bear any responsibility whatsoever in connection with the storage and use of explosive on the site or any accident or occurrence whatsoever in connection therewith, all operations of the contractor in or for which explosive employed being at the risk of the contractor and upon his sole responsibility and the contractor are hereby given to the Government an absolute indemnity in respect thereof.

8.4 DAMAGE BY FLOODS OR ACCIDENTS

The contractor shall take all precautions against damages by floods or from accident etc. No compensation will be allowed to the contractor on this account or for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make

Contractor

No. of Corrections

Managing Director

good at his cost any plant or materials belonging to the Government, lost or damaged by floods or from any other cause while is in his charge.

8.5 RELATION WITH PUBLIC AUTHORITIES:

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

FOR MAJOR WORKS POLICE PROTECTION

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

8.6 INDEMNITY:

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

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

8.7 MEDICAL AND SANITARY ARRANGEMENTS

Medical and sanitary arrangement to be provided for labour employed in the construction by the contractor

- (a) The contractor shall provide an adequate supply of pure and wholesome water for use of labourers on works 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 labourers according to the following specifications:-
 - (1) Huts of Bamboos and Grass may be constructed.
 - (2) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighbourhood of tank, jungle, trees or woods should be particularly avoided, camps should not be established close to large cuttings of earthwork.

Contractor

No. of Corrections

Managing Director

- (3) The lines of huts shall have open space of at least ten metres between rows. When a good natural site cannot procure, particular attention should be given to the drainage.
- (4) There should be no over crowding. Floor space at the rate of 3 Sqm., (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 and if he wants Government land, he should apply for it. Assessment for it, if demanded will be payable by contractor. However the Department does not bind itself for making available the required land.
- (a) The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
- (b) 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 a way as not to cause any nuisance.
- (c) The contractor shall engage a Medical Officer with a traveling 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 an emergency the contractor shall arrange at his cost free transport for quick medical help to his sick worker.
- (d) The contractor shall provide the necessary staff for effecting a satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged.
- (e) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matters such as water supply, sanitary conveniences, the camp site, accommodation and food supply shall be followed by contractor.
- (f) The contractor shall make arrangements for anti-malarial measures to be provided for the labour employed on the work. The anti-malarial measures shall be provided as directed by Assistant Director of Public Health.
- (g) The anti-malaria and other health measures shall be as directed by the Joint-Director (Malaria and Filariasis) Health Services, Pune.
- (h) Contractor shall see that mosquitogenic conditions are not created so as to keep vector populations to minimum level.
- (i) Contractor shall carry out antimalaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director, (M & F), of Health Services Pune.
- (j) In case of default in carrying out prescribed antimalaria measures resulting in increase in Malaria Incidence, contractor shall be liable to pay to Govt. the

Contractor**No. of Corrections**

Managing Director

amount spent by Government on anti malaria measure to control the situation in addition to fine.

- (k) The contractor shall comply with all rules, regulation bye-law and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Govt.

9. MISCELLANEOUS

- 9.1)** For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refilled it with bricks or stones, chipping cement mortar without any extra cost.
- 9.2)** In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the Department limits, the contractor will have to make his own arrangements with the land owners and pay such rents, if any, are payable as mutually agreed between them.
- 9.3)** The contractor shall duly comply with the provision of the Apprentices Act 1961 (iii of 1961) and the rules and orders made there under from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.
- 9.4)** It is presumed that the contractor has gone carefully through the standard specification (Vol. I & II 1981 edition) M.O.S.T. Specifications (edition 1995), and the schedule of rate of the Division, and studied the site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of engineer-in-charge shall be final in case of interpretation of specification.
- 9.5)** If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C. codes. If any of items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Engineer-in-charge shall be final.
- 9.6)** The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work. Suitable precautions shall be taken by contractor to protect the materials against atmospheric action fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved

Contractor

No. of Corrections

Managing Director

platforms. Suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

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

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

11. DEFINITIONS :

Unless excluded by or repugnant to the context:-

- a) The expression "**Karkhana**" as used in the tender documents shall mean the Civil Works Department of the Karkhana.
- b) The expression "**Managing Director**", as used anywhere in the tender papers shall mean Officer for the time being of the Karkhana who is designated as such.
- c) The expression "**Managing Director**", as used in the tender papers shall mean the officer of Superintending Engineer's rank (by whatever designation he may be known) under whose control the work lies for the time being.
- d) The expression "**Engineer**", or "**Engineer-in-charge**", as used in the tender papers shall mean the Managing Director, in charge of the work.
- e) The expression "**Contractor**", used in the tender papers shall mean the successful tenderer that is the tenderer whose tender has been accepted, and who has been authorised to proceed with the work.
- f) The expression "**Contract**", as used in the tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent.

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

12.1) TESTING ETC. :

The Contractor shall be responsible for the quality of the work in the entire construction work

Contractor

No. of Corrections

Managing Director

within the contract. He shall, therefore, have his own independent and adequate set- up for

ensuring the same. This shall include establishing field laboratory for testing required for WBM and B.T. works.

1. AUTHORITIES OF THE ENGINEER - IN -CHARGE

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

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

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

1.1. AUTHORITIES OF THE ENGINEER - IN - CHARGE'S REPRESENTATIVE

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

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

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

Contractor

No. of Corrections

Managing Director

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

13 : LAY OUT OF WORK :

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

14.1 STACKING AND STORAGE AND GUARDING OF MATERIALS

The stacking and storage of material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the contractor to protect the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by contractor and materials issued by Government to contractor under **schedule "A"**. Same applies for the material obtained from different sources of supply.

- 14.2** The contractor shall at his own expense engage watchman for guarding the materials and plant and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.

- 14.3** No materials brought to the site shall be removed from the site without the prior approval of the Engineer-in-charge.

INSPECTION OF WORKS:-

- 14.4** The contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work.

- 14.5** The contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Engineer-in-charge for proper inspection of all parts of the work.

- 14.6** Contractor shall extend his full co-operation and make all necessary arrangements when needed for carrying out inspection of the work or any part of the work by the Karkhan.

Contractor

No. of Corrections

Managing Director

- 14.7** The work shall be carried out by the contractor without causing damage to the existing Government property and / or private property. If any such damages are caused, the contractor shall pay for restoration of the property to the original conditions, and any other consequent damages.
- 14.8** In the event of an occurrence of an accident involving serious injuries or death of any person, at site of work or quarry or at any place in connection with the work the same shall be reported in writing within twenty four hours of the occurrence to the Engineer-in-charge and the Commissioner of Workmen's compensation.
- 14.9** The contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment, tools etc, belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per departmental procedure. In case the material is disposed off by department, the sale proceeds will be credited to the contractor's account after deducting the cost of sale incurred. However, no claim of contractor regarding the price or amount credited will be entertained afterwards.
- 14.10** All constructional plant, provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent.

15. RESTRICTIONS BECAUSE OF LOCAL TRAFFIC:

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

16. COMPLETION CERTIFICATE:

- 16.1.** The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be complete and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected

Contractor

No. of Corrections

Managing Director

at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.

16.2 After the work is completed the contractor shall give notice of such completion to the Engineer-in-charge and within 30 days of receipt of such a notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge are rectifiable he shall inform the contractor the defects noticed. The contractor after rectification of such defects shall then inform the Engineer in charge and Engineer in charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if the defects are rectified to his satisfaction, and if not, he shall inform the contractor indicating defects yet to be rectified. The time cycle as above, shall continue.

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

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

16.5 Should regular public traffic be allowed on the bridge at any stage prior to its being taken over then the maintenance period shall be deemed to commence from the date of such traffic passing over the bridge & shall be upto 30 days after the date of issue of completion certificate, by Engineer-in-charge but not more than 12 months after opening to traffic.

17. ANCILLARY WORK:

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

18. SPECIAL CONDITIONS:

18.1. The contractor should ensure that all safety precautions are observed by their labourers, working closed to the State Highway and while closing the State Highway precautions are taken including insurance etc., for their labour at the cost of the contractor and the contractor

Contractor

No. of Corrections

Managing Director

will bear all the expenses, compensation etc if any accident occurs to the labour etc. No claim in this regard on whatsoever account shall be entertained and this decision of the Department will be final and conclusive.

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

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

19. FOLLOWING ARE THE MODIFICATIONS / AMENDMENTS / ADDITIONS TO THE SPECIFICATIONS FOR ROAD AND BRIDGEWORKS.

19.1) Cement to be used for works, shall be any of the following with the prior approval of Engineer.

19.2) Ordinary portland cement confirming to IS :269.

19.3) High strength ordinary portland cement confirming to IS:8112.

As far as possible, cement used in the manufacture of exposed surface of concrete of any element of a structure shall be from the same factory.

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

In case of finally ground cement or imported cement, the Engineer may direct the contractor to satisfy him as to the acceptability of such cement, especially with regard to creep and shrinkage effect. Any consignment or part of a consignment of cement which has deteriorated in any way, or specification shall not be used in the works and shall be removed from the site by the contractor without charge to the Employer. Cements shall be transported, handled and stored on the site in such a manner as to avoid deterioration and contamination. Each consignment shall be stored separately so that it may be readily identified and inspected and cement shall be used in the sequence in which it is delivered at site.

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

20) REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATION :

Contractor

No. of Corrections

Managing Director

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

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

21. METHODOLOGY OF CONSTRUCTION & CONSTRUCTION EQUIPMENT'S:

21. (a) Methodology of Construction :

Contractor shall furnish at least 15 days in advance, his programme of commencement of items of work, the details of actual methods that would be adopted by the contractor for the execution of various items of work such as well sinking, cast-in-situ superstructure for bridge work, earthwork, W.B.M. black topping items etc. for road works supported by necessary drawings and sketches including those of the plant and machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of the Engineer - in - charge well in advance of starting of such items 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 work, to obtain the desired accuracy, quality and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the items remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the contractor will however rest on the contractor irrespective of any approval given by the Engineer.

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

21. (b) CONSTRUCTION EQUIPMENT :

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

21. (c) PROGRESS SCHEDULE:

- i) The contractor shall furnish within the period of One month of the order to start the work, the programme of work in CPM / PERT charts in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of

Contractor

No. of Corrections

Managing Director

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 the whole work in the time limit, the particular items, if any, on the due dates specified in the contract and shall have the approval of the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedule say: week by week for any item or items, in case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

- ii) The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of schedule. The working and shift hours restricted to one shift a day for operations to be done under the Government supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by Engineer each time, if requested by the Contractor. The Contractor shall provide necessary lighting arrangements etc. for night work as directed by Engineer without extra cost.
- iii) Further, the contractor shall submit the progress report of work in prescribed forms and charts etc. at periodical intervals as may be specified by the Engineer - in - charge. Schedule shall be in form of progress charts, forms, progress statement and/or reports as may be approved by the Engineer.
- iv) The contractor shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, personnel etc. as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Engineer - in - charge.

22. SETTING OUT:

22.1) SETTING OUT FOR ROAD WORK :

- (a) The contractor shall establish working benchmarks in the area soon after taking possession of the site. The reference bench marks for the area shall be as indicated in the contract document. The working bench marks shall be at the rate of four per km. And also at or near all drainage structures, over bridge and under passes, The working bench marks / levels should be got approved from the Engineer. Checks must be made on these benchmarks once in every month and adjustment if any got agreed with the Engineer and recorded. An up-to date record of all bench marks including approved adjustment, if any, shall be maintained by the contractor and also a copy supplied to the Engineer for his record.
- (b) The lines and levels of formations, side slopes, drainage, carriage ways and shoulders shall be carefully set out and frequently checked, care being taken to ensure that correct gradients and cross sections are obtained everywhere.

Contractor

No. of Corrections

Managing Director

- (c) In order to facilitate the setting out of the works, the centre line of the carriage ways or highway must be accurately established by the contractor and approved by the Engineer. It must then be accurately referenced in a manner satisfactory to the Engineer at every 50 m. intervals in plane and rolling terrain and 20 m. intervals in hilly terrain and at all curve points as directed by the Engineer with marker pegs and change boards set in or near the fence line, and a schedule of reference dimension shall be prepared and supplied by the contractor to the Engineer. These markers shall be maintained until the works reach finished formation level and are accepted by the Engineer.
- (d) On construction reaching the formation level stage, the centre line shall again be set out by the contractor and when approved by the Engineer shall be accurately referenced in a manner satisfactory to the Engineer by marker pegs set at the outer limits of the formation.
- (e) No reference peg or marker shall be removed or withdrawn without the approval of the Engineer and no earthwork or structural work shall be commenced until the centre line has been referenced.
- (f) The contractor will be the sole responsible party for safeguarding all survey monuments, benchmarks, beacons etc. The Engineer will provide the contractor with the data necessary for the setting out of the centre line.

All dimensions and levels shown on the drawings or mentioned in document forming part or issued under the contract shall be verified by the contractor on the site and he shall immediately inform the Engineer of any apparent errors or discrepancies in such dimension or levels. The contractor shall after or in connection with the setting out of the centre line, survey the terrain along the road and shall submit to the Engineer, for his approval, a profile along the road centre line and cross sections at intervals as required by the Engineer.

- (g) After obtaining approval of the Engineer, earthwork can commence and profile and across section shall form the basis for measurements and payments. The contractor is responsible for checking that all the basic traverse points are in place at the commencement of the contract and if any are missing, or appear to have been disturbed, the contractor shall make arrangements to re-establish these points. A "Survey File" containing the necessary data will be made available for this purpose. If in the opinion of the Engineer, design modifications of the centre line or grade are advisable, the Engineer will issue detailed instructions to the contractor and the contractor shall perform the modifications in the field as required and modify the ground levels on the cross sections accordingly as many times as required. There will be no separate payment for any survey work performed by the contractor. The cost of these services shall be considered as being included in the cost of the items of work in the bill of quantities.
- (h) The work of setting out shall be deemed to be a part of general works preparatory to the execution of work and no separate payment shall be made for the same.

23.) RESPONSIBILITIES FOR LEVEL AND ALIGNMENT :-

Contractor

No. of Corrections

Managing Director

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectification shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer - in - charge.

24. 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 levelling staves, tapes etc. will have to be kept available by the contractor at the site of work for this purpose. Lack of such levelling staves, tapes etc. in required numbers may cause delay in measurements and the work. The contractor will have to keep sufficient number of these instruments readily available at site and in good working condition.

25. 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 specifications for the items concerned and or
 - (b) as specified by the Indian Road Congress Standard Specification.
 - (c) I.S.I. Specifications (Whichever and wherever applicable) or
 - (d) such recognised specifications acceptable to the Engineer-in-charge or equivalent thereto or in the absence of such authorised specifications.
 - (e) such requirements test and / or analysis as may be specified by the Engineer - in - charge in the order of procedure given above.
- (ii) The contractor shall at his risk and cost make all arrangement and / or shall provide for all such facilities as the Engineer - in - charge may require for collecting, preparing and forwarding required number of samples for tests or for analysis at such time and to such place or places may be directed by the Engineer and bear all charges and cost of testing . Such samples shall also be deposited with the Engineer - in - charge.
- (iii) The contractor shall if and when required submit at his cost the samples of materials to be tested or analysed and if , so directed, shall not make use of or incorporate in the work any materials to be 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.

Contractor

No. of Corrections

Managing Director

- (v) The contractor or his authorized 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 authorized 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 borne by contractor by sending the same to the concerned Government Laboratories.
- (vii) The contractor shall have at his own cost set up laboratory to carry out the routine tests of materials which are to be used on the work. The tests will have to be carried out either in his field laboratory or in an approved laboratory. In case tests are carried out in field laboratory at least 50 % testing should be carried out at the nearest quality control laboratory of the Department.
- (vii) (b) when such field / site laboratory has been setup by the contractor, the same shall be checked & approved from the executive Engineer in charge of the work .
- (vii) (c) On the work when the such field/site laboratory is setup 100% listing of material which are to be using at the work will have to be got tested from the vigilance and Quality Control Laboratory of the Department.

Special Condition

The Contractor shall have to adhere to the frequency of loss of material which are to be used on the work as per the frequency chart appended as on page no. 87 to 92 the Quality Control 100% required on the materials are approved as annexure A on page no. 85 to 86 .The number of test to be conducted on materials which are to be used on the work indicated in the frequency charts are minimum required list.

The Engineer in charge may ask for more number of test as and when required.

- (viii) In case of material procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the Engineer - in - charge at the nearest approved laboratory. If additional testing other than as required by specifications is ordered, the testing charges shall be borne by the Department, if the test results are satisfactory and by the contractor if the same are not satisfactory.
- (ix) In case of material supplied by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the test results are satisfactory and by the department if the same are not satisfactory.
- (x) Testing shall be carried out at approved Government Laboratories or institutions as directed by the Engineer-in-charge and all testing charges shall be borne by the contractor.

Contractor

No. of Corrections

Managing Director

(XI) 15 % of the rate shall be withheld and shall be released only after the receipt of the satisfactory test results whenever specified excluding concrete items. "Routine tests shall mean testing of aggregate for gradation, flakiness index. Impact value and binder contents."

(xii) Mix design of concrete items where specified shall be brought by the contractor at his own cost, from approved laboratory. Also testing of high tensile steel is to be done by the contractor at his own cost.

26. CHANGE OF CEMENT CONTENT SETC:

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 the tendered rates for that particular item and quantity or quantities, shall be duly enhanced or reduced only to account for the addition or reduction in cost of the cement content from that laid down in the specifications at the rate specified in D.S.R. of the District on which the estimate based Plus 10% to recover all other incidental charges whatsoever. Likewise if any additives, compounds, water proofing materials etc. are ordered by the Engineer to be added to the mortar or concrete, no extra rate shall be payable for this change which shall be carried out as per direction of the Engineer-in-charge, provided cost of such additives etc. is borne by Government of these are supplied free of cost to contractor at site by the Government.

27. INSPECTION OF OPERATION:-

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

28. The sequence of execution of work shall be strictly as stated below:

28.1 Sequence of execution—

1. Excavation of Gutter
2. Earthwork
3. Construction of C. D. works
4. Collection of materials required for construction of W.B.M.
5. Construction of W.B.M. in layers along with side shoulders.
6. Construction of B. B. M. along with side shoulders.
7. Black Topping work.
8. Road side Furniture.

Contractor

No. of Corrections

Managing Director

28.2. 5% of the amount of black topping items shall be withheld until the work of road side furniture and relevant miscellaneous items is furnished.

29. Roughness Index:

29.1 Roughness Index of finished road surface shall be less than 2000. If the roughness index is measured more than 2000 then the contractor shall have to carry out all necessary rectification to bring the surface to the permissible limit mentioned above at his own cost.

30. Documentation.

50 postcard size photographs in duplicate and a video cassette of 3 hours duration showing various stages of works shall be supplied by the contractor at contractor's cost before the final bill is submitted by the contractor.

31. LEVELING WORKS:-

The contractor shall carry out surveying and leveling work as necessary as per the directions of Engineer in charge of his representative. Contractor should duly countersign the necessary documents such as field books and registers in token of acceptance. The contractor shall erect temporary benchmarks at every 200 meters in cement concrete 1:2:4 at contractor's own cost of size as directed by Engineer in charge.

32. HOT MIXED AND HOT LAID BITUMINOUS CONSTRUCTIONS:

32.1) Job mix formula satisfying specification requirement should be worked out based on laboratory test and got approved by the engineer. Engineer will have independent test made before appearing the job mix formula.

32.2) The plant should be checked for capability to produce mix confirming to the specification. If necessary, trial stretches should be laid and checked approximately.

32.3) Control should be exercised on temperature of binder in the boiler, aggregate in the dryer and mix at the time of laying and rolling.

32.4) The mix collected from the discharge point of the plant, extraction test for binder content and aggregate gradation should be performed to check the quality of mix discharged from the plant.

32.5) Thickness and density of the compacted mix should be checked by taking core samples.

32.6) Each Truck/Tipper load of bituminous load shall be weighed on a standard weigh bridge. (location to be decided by Engineer-in-charge). weigh Bridge 20 T Capacity on more shall be provided at plant site by the contractor at his own cost & if should be checked for the calibration by the Engineer in charge & weights and measures authorities in the district.

The record of weight of bituminous load this obtained shall be kept in measurement book. The weighing of the bituminous load shall be done by the contractor at his expense in the presence of

Contractor

No. of Corrections

Managing Director

authorised representative of Managing Director. The quantity of mix (weight basis) physically arrived at site shall be tallied with the quantity arrived at by volumetric measurement.

The register showing dispatch of bituminous load from plant, vehicle No. time of dispatch, temperature at the time of dispatch etc. shall be kept in prescribed form at hot mix plant site. Similarly the register showing vehicle number, time of arrival of vehicle at site, weight of vehicle with bituminous load, temperature of the mix at site etc. shall be kept by the Department, in the presence of contractor or his authorised representative (if he or his authorised representative is present at the site at that time). Both the registers shall be filled daily and contractor shall sign the register every day in token of acceptance of the contents in register. The record maintained in the form of the register shall ensure quantity of the materials only. The maintenance of these registers does not absolve the contractor of his contractual obligation towards quality of the work.

32.7 Contractor and Engineer in-charge shall maintain the details of mix In the prescribed proforma .

32.8. Location of Hot Mix Drum Mix Plant should be such that maximum time taken for transporting bituminous mix from plant to paver dose not exceed 60 minutes.

33.SUPPLY OF COLOURED RECORD PHOTOGRAPHS ANDALBUMS.

The contractor shall arrange to take dated post card size coloured photographs at the rate of 10 photographs per kilometers at various stages / facts of the work of the work as desired by the Engineer-in-charge and supply them in five copies each in separate albums of appropriate size

HeshallalsoarrangeforthevideoFilmingofimportantactivitiesoftheworkduringthecurrencyof the contract and edit it to a video film of 60 to180 minutes playing time.

It shall contain narration of the various activities in English / Marathi by a competent narrator.Thecassetteshallbeofacceptablequalityandthefilmshallbecapableofproducingcolour pictures. This shall considered as incidental to the work and no additional payment whatsoever will be made for thesame.

34. APPROVALOFCONSTRUCTIONMATERIALSANDCONSTRUCTIONACTIVIES.

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

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

Materials and job mix etc. shall be got approved in writing at least 15 days in advance of the commencements of corresponding activity. The testing charges shall be born by the contractor.

Contractor

No. of Corrections

Managing Director

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

35. INSTRUCTION REGARDING WORK INSURANCE POLICY

1. The Contractor shall produce the work insurance policy, the same will be reimbursed to the contractor, if contractor fails to produce the work insurance policy, Concerned Karkhana Engineer shall draw the policy, the expenditure incurred for drawing the policy shall be recovered from the 1st R.A. Bill of the contractor as penalty to the Contractor.

2. If completion period of work is Extended then period of work Insurance must be renewed / extended as per requirement

36 Mandatory Testing of Material and Penalty Clause.

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. If the contractor fails to submit required test various contract on material 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 through letter. On receipt of letter, contractor will have to either deposit the said amount or to carry out the requisite test within ten days, If he again fails 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.

2. As this recovery is only due to the negligence on the part of contract or to carry out work as per Tender Conditions and Managing Director 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.

37. Building & other construction workers welfare cess

Building & other construction workers welfare cess @ 1% or at the rates amended from time to time as intimated by the competent authority of Building and other construction workers welfare Act, 1996 shall be deducted from bill amount, whether measured bill, advance payment or secured advance.

38. Royalty:- Contractor should submit Royalty Clearance Certificate obtained from concerned Revenue Authority along with each bill. If the certificate from Revenue Authority is not submitted, amount of Royalty will be recovered from contractor's bill in hand

Contractor

No. of Corrections

Managing Director

39. ADDITIONAL CONDITION ABOUT AVAILABILITY OFFUNDS.

The budget provision for this work is less at present. The payment of bills will be made as per the availability of funds. No claims will be entertained for delayed payments.

If situation arises, the work will be stopped at safe stage and will be withdrawn under clause – 15 for which no compensations will be allowed.

Contractor***No. of Corrections***

Managing Director

Annexure " A "
Quality control tests

Sr. No.	Material	Test	
01.	Masonry Stone	1.	Compressive Strength
		2.	Crushing Value
02.	Metal	1.	Crushing value
		2.	Impact Value
		3.	Abrasion Value
		4.	Water Absorption
03.	Bricks	1.	Crushing strength,
		2.	Water Absorption
04.	Manglore Tiles	1.	Breaking load
		2.	Water Absorption
05.	Flooring Tiles	1.	Flexural Strength
		2.	Water Absorption
06.	Glazed Tiles	1.	Water Absorption
07.	Cement	1.	Compressive Strength
		2.	Initial Setting time
		3.	Final Setting time
		4.	Specific gravity
		5.	Soundness
		6.	Fineness
		7.	Standard Consistency
08.	Steel	1.	Weight per metre
		2.	Ultimate Tensile stress
		3.	Yield stress
		4.	Elongation
09.	Granular	1.	Density of compacted layer
		2.	C.B.R.
10.	Lime / Cement stabilised soil sub base	1.	Quality of lime/Cement
		2.	Degree of pulverization
		3.	Lime / cement content
		4.	CDR or uncutined, composite test on a yet of 3 specimens
		5.	Density of compacted layer
11.	Water Bound Macadam	1.	Aggregate impact Value
		2.	Flakiness index and Elongation Index
12.	Wet Mix Macadam	1.	Impact Value
		2.	Flakiness and Elongation Index
		3.	Density of compacted of Liver
13.	Prime coat / tack coat / Fog spray	1.	Quality of Binder
14.	Seal Coat, Surface Dressing	1.	Quality of Binder
		2.	Impact value / Los Angles Abrasion value
		3.	Flakiness and Elongation Index
		4.	Water Absorption
15.	Open graded premix of surfacing / Close graded premix surfacing	1.	Quality of Binder
		2.	Impact value /Abrasion value
		3.	Flakiness and Elongation Index
		4.	Water absorption

Contractor**No. of Corrections**

Managing Director

Sr. No.	Material	Test	
16.	Bituminous Macadam	1.	Quality of Binder
		2.	Impact value /Abrasion value
		3.	Flakiness and Elongation Index
		4.	Water absorption
		5.	Water sensitivity of Mix
		6.	Density of Compacted layer
17.	Bituminous Penetration Macadam, Built up spray grout	1.	Quality of Binder
		2.	Impact value /Abrasion value
		3.	Flakiness and Elongation Index
		4.	Water absorption
18.	Dense Bituminous Macadam Semidense Bituminous Concrete / Bituminous Concrete	1.	Quality of Binder
		2.	Impact value /Abrasion value
		3.	Flakiness and Elongation Index
		4.	Water absorption
		5.	Stability of Mix
		6.	Density of compacted layer
		7.	Job Mix Design
19.	Mastic Asphalt	1.	Quality of Binder
		2.	Impact value /Abrasion value
		3.	Flakiness and Elongation Index
		4.	Water absorption
20.	Slurry seal	1.	Quality of binder
21.	Modified Binder	1.	Softening point
		2.	Penetration at 25° C and 4° C.
		3.	Elastic Recovery
		4.	Ductility
		5.	Viscosity
		6.	Thin Film even test penetration, softening point, Elastic Recover}' of residue, loss on heating
22.	Thermoplastic paint	1.	Glass bead contents and grading analysis
		2.	Reflectance and Yellowness index
		3.	Flow-ability
		4.	Drying Time
23.	Interlocking concrete paving block	1.	Compressive strength
		2.	Flexural test
		3.	Resistance to wear
24.	Wood work (Shutters)	1.	End immersion test
		2.	Euite test
		3.	Glue adhesion test
25.	Cement Concrete	1.	Mix Design
26.	Asphalt Concrete	1.	design with all tests on basic materials
27.	Reinforcement steel bars	1.	Tensile strength
		2.	% Elongation

Contractor

No. of Corrections

Managing Director

Annexure " B "
Quality control tests and their frequencies

Sr. No.	Material	Test	Frequency of testing	Remarks
01	Sand	1. Fitness Modules	At the beginning and if there is change in source	
		2. Silt Contents		
02	Masonry Stone	1. Compressive Strength	A set of 5 stone for each quarry and for doubtful quality.	
		2. Specific Gravity		
		3. Water absorption		
03	Metal	1. Crushing value	One test per 200 Cubic Metre or part thereof	PWD Hand Book IS 56 Pan
		2. Impact Value		
		3. Abrasion Value		
		4. Water Absorption		
		5. Flakiness Index		
		6. Sulpping Value		
		7. Gradation		
04	Bricks	1. Crushing strength	A set of 15 Bricks for each 50,000 consignments or part thereof.	I.S. 1077
		2. Water Absorption		
05	Manglore Tiles	1. Breaking load	A set of 6 tiles for each 50,00 tiles or part thereof	IS 654-1972
		2. Water Absorption		
06	Flooring Tiles	1. Flexural Strength	A set of 12 tiles foreach 2000 tiles or partthereof	I.S. 1237-1989
		2. Water Absorption		
07	Glazed Tiles	Water Absorption	A set of 16 tiles of each 200 tiles or part thereof	IS -777
08	Cement concrete	1. Compressive Strength	Upto 5 Cum - 1 Set	MOST Specification 1716
			6-15 Cum - 2 Sets	
			16 - 30 Cum - 3 Sets	
			31-50 Cum- 4 Sets	
			51 and above - 4 Sets + 1 additional set for each additional 50 cum. or part thereof	
09	Cement	1. Compressive Strength	One test for each consignment of 50 M.T. (1000 bags) or part thereof	I.S.-269 12269
		2. Initial Setting-time		
		3. Final Setting time		
		4. Specific gravity :		
		5. Soundness		
		6. Fineness		
10	Steel	1. Weight per metre	One test for every 5.0 Metric Tonne or partthereof for eachdiameter	I.S. -432
		2. Ultimate Tensile stress		
		3. Yield stress		
		4. Elongation		

Contractor

No. of Corrections

Managing Director

Sr. No.	Material	Test	Frequency of testing	Remarks
11.	Granular Material	1. Granular Material	One test per 200 Cum.	MOST Specification Table 900-3.
		2. Aterberg limits	One test per 200 Cum.	
		3. Moisture content prior to compaction	One test per 250 Cum.	
		4. Density of compacted layer		
		5. C.B.R.		
12	Lime / Cement stabilised soil sub base	1. Quality of lime/Cement	1 test for each consignment	MOST Specification Table 900-3
		2. Degree of pulverization	Min 1 test per 5 Metric Tonne Periodically as considered necessary.	
		3. Lime / cement content	Regularly through procedural checks. As required.	
		4. CDR or uncutined, composite test on a set of 3 specimens		
		5. Moisture content prior to compaction	One test per 250 Sqm.	
		6. Density of compacted layer	One test per 500 Sqm.	
13.	Water Bound Macadam	1. Aggregate impact Value	One test per 200 Cum.	MOST Specification Table 900-3
		2. Gradation	One test per 100 Cum.	
		3. Flakiness index and Elongation Index	One test per 200 Cum.	
		4. Attenberg limits of binding materials	One test per 20 Cum for binding material	
		5. Attenberg limits of portion of aggregates passing 425 Micron	One test per 100 Cum.	
14.	Wet Mix Macadam	1. Impact Value	One test per 200 Cum.	MOST Specification Table 900-3
		2. Gradation	One test per 100 Cum.	
		3. Flakmess and Elongation Index	One test per 200 Cum.	
		4. Attenberg limits of portion of aggregates passing 425 mix	One test per 100 Cum.	
		5. Density of compacted of layer	One test per 500 Sqm.	
15.	Prime coat / tack coat / Fog spray	1. Quality of Binder	No. of samples per lot and test as per IS-73, IS-217, IS - 8887 as applicable	MOST Specification Table 900-4
		2. Binder Temperature	At regular close intervals	
		3. Rate of spread of binder	1 test per 500 Sqm. and not less than 2 test per day.	

Contractor

No. of Corrections

Managing Director

Sr. No.	Material	Test		Frequency of testing	Remarks
16.	Seal Coat / Surface Dressing	1.	Quality of Binder	Same as mentioned under Sr.No.1	MOST Specification Table 900-4
		2.	Impact value / Los Angles Abrasion value	One test per 50 Cum.	
		3.	Flakiness and Elongation Index	One test per 50 Cum.	
		4.	Stripping value of aggregate (immersion tray test)	Initially one set of 3 representative samples for each source of supply. Subsequently by change in the quality of the aggregates.	
		5.	Water absorption		
		6.	Water sensitivity of Mix		
		7.	Gradation	One test per 25 Cum.	
		8.	Soundness	Initially one determination by each method for each source of supply then as warranted by change in the quality of aggregate.	
		9.	Temperature of Binder	At regular close intervals	
		10	Rate of spread of materials	1 test per 500 Sqm. and not less than 2 test per day.	
		11	Percentage of fractured faces	When gravel is used one test per 50 Cum.	
17	Open graded premix of surfacing / Close graded premix surfacing	1.	Quality of Binder	Same as per Sr.No.16	MOST Specification Table 900-4
		2.	Impact value /Abrasion value	Same as per Sr.No.16	
		3.	Flakiness and Elongation Index	Same as per Sr.No.16	
		4.	Stripping value	Same as per Sr.No.16	
		5.	Water absorption	Same as per Sr.No.16	
		6.	Gradation	Same as per Sr.No.16	
		7.	Water sensitivity of Mix	Same as per Sr.No.16	
		8.	Soundness	Same as per Sr.No.16	
		9.	Temperature of Binder	At regular close intervals	
		10	Binder Content	1 test per 500 Sqm. and not less than 2 test per day.	
		11	Rate of spread of materials	Regular control through check of layers	
		12	Percentage of fractured faces	Same as per Sr.No.16.	

Contractor

No. of Corrections

Managing Director

Sr. No.	Material	Test	Frequency of testing	Remarks
18	Bituminous Macadam	1. Quality of Binder	Same as per Sr.No.15	MOST Specification Table 900-4
		2. Impact value /Abrasion value	Same as per Sr.No.16	
		3. Flakiness and Elongation Index	Same as per Sr.No.16	
		4. Stripping value	Same as per Sr.No.16	
		5. Water sensitivity of Mix	Same as per Sr.No.16	
		6. Water absorption	Same as per Sr.No.16	
		7. Soundness	Same as per Sr.No.16	
		8. Percentage of fractured faces	Same as per Sr.No.16.	
		9. Gradation	2 tests per day per plan both on individual constituents and mixed aggregate from dryer.	
		10. Binder Content & aggregate grading	Periodical subject to minimum of 2 tests per day per plant.	
		11. Control of temperature of Binder and aggregates for mixing and of premix at the time of laying and rolling	At regular close intervals	
		12. Rate of spread of mixed material	Regular control through check of layer thickness	
		13. Density of Compacted layer	1 test per 250 Sqm.	
19	Bituminous Penetration Macadam	1. Quality of Binder	Same as per Sr.No.15	MOST Specification Table 900-4
		2. Impact value /Abrasion value	One test per 200 Cum.	
		3. Flakiness and Elongation Index	One test per 200 Cum.	
		4. Stripping value	Same as per Sr.No.16	
		5. Water sensitivity of Mix	Same as per Sr.No.16	
		6. Water absorption	Same as per Sr.No.16	
		7. Soundness	Same as per Sr.No.16	
		8. Percentage of fractured faces	Same as per Sr.No.16.	
		9. Gradation	2 tests per day per plan both on individual constituents and mixed aggregate from diver.	
		10. Temperature of Binder	At regular close intervals	
		11. Rate of spread of mixed material	Same as per Sr.No.16.	

Contractor

No. of Corrections

Managing Director

Sr. No.	Material	Test	Frequency of testing	Remarks
20	Dense Bituminous Macadam Semidense Bituminous Concrete/ Bituminous	1. Quality of Binder	Same as per Sr.No.15	MOST Specification Table 900-4
		2. Impact value /Abrasion value	Same as per Sr.No.15	
		3. Flakiness and Elongation Index	Same as per Sr.No.15	
		4. Stripping value	Same as per Sr.No.15	
		5. Soundness	Same as per Sr.No.15	
		6. Water absorption	Same as per Sr.No.15	
		8. Percentage of fractured faces	Same as per Sr.No.15	
		9. Sand Equivalent test	As required	
		10. Plasticity Index	As required	
		11. Mix Grading	One set of tests on	
		12. Binder content	individual constituents and mixed aggregate from dryer for each 400 tonnes of mix subject to minimum of two tests per plant per day.	
		13. Stability of Mix	For each 400 Tonnes of mix products.	
		14. Water Sensitivity of mix	Same as per Sr. No. 16	
		15. Swell test of mix	As required for Bituminous concrete	
		16. Control of temperature of Binder in boiler, aggregates in dryer and mix at the time of laying and rolling.	As regular close intervals	
		17. Rate of spread of mixed material	Regular control through checks on the weight of mixed material and layer thickness.	
		18. Density of compacted layer	One test per 250 Sqm. area.	
21	Mastic Asphalt	1. Quality of Binder	Same as per Sr.No.15	MOST Specification Table 900-4
		2. Impact value /Abrasion value	Same as per Sr.No.16	
		3. Flakiness and Elongation Index	Same as per Sr.No.16	
		4. Stripping value	Same as per Sr.No.16	
		5. Water Sensitivity of mix	Same as per Sr.No.16	
		6. Water absorption	Same as per Sr.No.16	
		7. Soundness	Same as per Sr.No.16	
		8. Percentage of fractured faces	Same as per Sr.No.16	

Contractor

No. of Corrections

Managing Director

Sr. No.	Material	Test	Frequency of testing	Remarks
		9. Grading of aggregate	2 tests per day per plant both on the individual aggregates and mixed aggregate from the dryer.	
		10. Binder content and grading of aggregate	Periodic, subject to minimum 2 test per day per plant.	
		11. Control of Temp, of binder and aggregate for mixing of the mix at the time of laying and rolling	At regular close intervals	
		17. Rate of spread of mixed material	Regular control through checks of layer thickness	
22	Slurry seal	1. Quality of binder	As per Se.No.15.	Most Specification Table 900-4
		2. Film stripping test	Initially one set of 3 representative specimens for each source of supply then as warranted by changes in quality of aggregates	
23	Modified Binder	1. Softening point	Initially on submission thereafter daily if site blended, weekly if pre-blended.	Most Specification Table 900-4
		2. Penetration at 25° C and 4° C.	-- do --	
		3. Elastic Recovery	-- do --	
		4. Ductility	-- do --	
		5. Viscosity	Initially on submission	
		6. Thin Film even test penetration, softening point, Elastic Recovery of residue, loss on heating	-- do --	
24	Thermoplastic paint	1. Glass bed dcontents and grading analysis	One test for 3 Km. work	
		2. Reflectance and Yellowness index	-- do --	
		3. Flow-ability	-- do --	
		4. Softening Point	-- do --	
		5. Drying; Time	-- do --	
25	Interlocking concrete paving block	1. Compressive strength	A set of 8 block for every 10,000 blocks	
		2. Water absorption	-- do --	
		3. Flexural test	-- do --	
		4. Resistance to wear	-- do --	

Contractor

No. of Corrections

Managing Director

41. Supervising control and data acquisition (SCADA) for (If applicable)

41.1 (I) Bituminous Drum Mix Plant

Engineer In charge shall allocate unique identification number to the work of this contract. For all Bituminous items under this contract, the contractor shall provide web-based Supervisory Control and Data Acquisition (SCADA) arrangements for the following

- (i) Temperature of metal before mixing.
- (ii) Temperature of bitumen before mixing.
- (iii) Temperature of mix material.

(II) Bituminous Batch Mix Plant

Engineer In charge shall allocate unique identification number to the work of this contract. For all Bituminous items under this contract, the contractor shall provide web-based Supervisory Control and Data Acquisition (SCADA) arrangements for the following

- (i) Temperature and Weight of metal in all Hot bins before mixing, in every batch.
- (ii) Temperature and Weight of Bitumen and Filler before mixing, in every batch.
- (iii) Temperature and weight of mix material of every batch.

(III) MIX TRANSPORTATION

- (i) Vehicle tracking system (VTS) for all vehicles transporting and laying bituminous mix.

(IV) ROLLERS / COMPACTORS

i) Intelligent Compactors

The data of All parameters as per IRC SP 97 - 2013 in the computer on the intelligent compactor, including graphic displays shall be replicated on the PWD user Terminal on real time basis (time lag not more than 15 seconds).

{ Roller / Compactors shall be intelligent. The intelligent compaction system shall have compaction analyzer. The compaction analyzer system shall be inbuilt and provided by the original manufacturer at the time of first sale of the compactor. In no case retro-fitted system shall be accepted. The compactor shall be fitted with VSAT (Very Small Aperture Terminal). }

ii) Vibratory / Static Rollers

- (i) Temperature of mix during compaction.

Contractor

No. of Corrections

Managing Director

(ii) Vehicle tracking to monitor movement of Roller / Compactor and so as to give approximate number of passes, speed and direction (Forward / backward movement) of Roller /Compactor

If the Contractor intends to carry out Hot Mix work under this contract with the SCADA enabled **Hot Mix Plant (Owned or Hired)**, which is already registered with P.W.D., **then for carrying out all hot mix bituminous items under this contract, the contractor shall provide web based Supervisory Control and Data Acquisition (SCADA) arrangements as mentioned below. {Even if the Hot Mix Plant (Owned or Hired), might have been SCADA enabled, as per the condition of other contract} without any extra cost and the following conditions shall be applicable.**

41.4 Machinery & Testing Equipments-

a) Extraction Test of Bitumen Mix.

The binder content of hot mix material shall be determined by ignition method only as specified in AASHTO T308. The testing by ignition method shall be done in furnace which shall be equipped with internal balance. The furnace shall have Web based SCADA facility. The data so acquired shall be uploaded to Karkhana Website in real time with time lag not more than 30 Seconds.

41.5 GISMAP

Displaying locations of Hot mix Plants, Tippers used for hot mix material transportation, Roller/ compactor and Sprayer on GIS map.

Communicate the Data which is beyond the set parameters by SMS and e-mail to the representative of Engineer In charge for all 41.1 to 41.4 above

41.6 THE OFFER OF THE CONTRACTOR SHALL INCLUDE:

- (1) The cost of procuring, establishing, running, operating & maintaining SCADA including all Censors, Vehicle Tracking System (VTS) and any other instrumentation, automation required to acquire the desired data, mentioned at **41.1 to 41.4** above.
- 2) Web connectivity to all locations where data is being acquired, transmitted, processed, stored and retrieved with minimum speed of 1 MPBS and 100 % availability. The contractor shall provide the web application in such a manner that it shall first update the above data in real time on PWD's works monitoring e-governance web application automatically.

Contractor

No. of Corrections

Managing Director

- (3) Web-based application including Computer Software, Hardware etc. to transmit, process, store and retrieve the data in the forms and formats as prescribed by the Engineer In charge.
- (4) Arrangement for security of data, Disaster recovery arrangements shall be as per I.T. Industry practice, during the construction period and up to defect liability period.(DLP). Handing over the data on the Web Server after DLP in Electronic form as instructed by Engineer In charge.
- (5) Calibration of all SCADA related attachments /accessories as per the specification:-Webbased application to monitor the schedule of Calibration of all SCADA related attachment/accessories. The invalidity of calibration shall lead to non-acceptance of work or measurement and the Contractor shall not be paid for such non-accepted work or measurements
- (6) Submission of printed and authenticated reports to the Engineer In charge as and when required.
- (7) Point(1) to (6) above shall be arranged and maintained during contract period and defect liability period.
- (8) Cost includes rectification, fine tuning, corrections, additions & alterations to the system to the satisfaction of Engineer In charge.
- (9) All data generated as per this special condition of contract shall be the property of PWD.

41.6 The Contractor shall make all necessary arrangement required under **Clause 41.1 to 41.4** above (Supervising control and data acquisition for Bituminous/WBM/concrete works / all cement works / masonry / plaster / Testing Equipments items) well in advance before starting of the related items of work. All necessary arrangements so made shall be offered for inspection to Engineer In charge one month prior to the start of the related items of work. Changes if any, after his inspection suggested by the Engineer In charge shall be carried out at no extra cost and within the period of Three days. A fresh request for inspection, of Engineer In charge after such rectifications shall be requested by the Contractor and final approval to the SCADA arrangements as specified in Clause-19 shall be obtained.

41.7 Additional general Condition and Specifications

a) Intelligent Compacting System - (Page No. 155 Clause No. 506.6)

The contractor shall also provide intelligent compacting system on the compactor used for compaction work of Karkhana. The intelligent compacting system shall have GPS, temperature sensors and screen fitted on the compactor. This system shall be IP-65 compliant. This compaction system shall also record the number of passes made by the compactor. The system shall have the monitor that shall show that compaction in graphical form to the operator on the compactor. The contractor shall provide real time data transfer to the web application to monitor the compaction remotely. The Contractor shall provide the web application in such a manner that it also updates the compaction data in real time on PWD's works management e-governance application dashboard. The intelligent compacting system shall be connected with dashboard system. The contractor shall provide software facility for PWD officials to update QAP (Quality Assurance Plan) related data for compaction through its web application that will get transferred to the intelligent compacting system to benchmark the acceptance norms for colour coding, no of passes and acceptable temperature and density levels. The contractor shall provide compaction register that shall contain information related to the compaction for further analysis. The compaction register shall maintain following record RUN ID, DATE and TIME of compaction, latitude, longitude, location, temperatures (in case of asphalt), density (for soil it can be derived as a compaction measurement value), no of passes, colour for temperature, colour for number of passes. The contractor shall provide web application to replicate the actual view as shown on the monitor of the compactor through live streaming of the compaction operations. The system shall be inbuilt provided by the original manufacturer of compactor. In no case the retrofitted system shall be accepted.

Web Connectivity-

The contractor shall provide web connectivity through satellite communication supporting mobile devices to the above monitoring system (mobile VSAT). The web connectivity shall have minimum two MBPS internet speed and 99% availability. Software should be intelligent; in case of connectivity failure it should maintain the pending files and send them as soon as it is connected. The contractor shall make sure that the entire software and hardware solution is virus free.

The offer of contractor shall be inclusive of all. He shall not be paid separately.

a) Asphalt Batch Mix Plant Minimum 80TPH

It Shall have minimum following FEATURES (Technical Specification)

Fully computerized air conditioned control cabin, with on-board electrical power control console, distribution switch board, fully automatic process, interlocks and sequence controls.

User friendly software on computer with a parallel PLC man machine interface.

Contractor

No. of Corrections

Managing Director

- * Fail Proof interlocks and auto process controls.
- * Online fault detection with remote connectivity and solution.
- * Docket printing and inventory management.
- * Provisions to print & store production details, mix proportions etc.
- * Automatic cold aggregate feeder controls linked with mix design and hot bin levels.
- * Automatic free fall compensation.
- * PLC Diagnostics system allows for quick trouble location and trouble shooting in the plant.
- * SCADA Controls an extension to PLC allow for access & changing system calibration from remote locations as well as production data storage for future references.
- * Automatic Maximum Temperature Controller for Aggregate and Bitumen.
- * **Mix Temperature Automatic Controls.**

i) Reversible Drum Type-

It Shall have minimum following FEATURES (Technical Specification)

- Fully automatic; no skilled operator shall be required
- Only Electrical Operated system shall be allowed (no diesel operated system shall be used)
- Four Bin Digital Weighing System
- Automised Digital Water Feeding System
- Automised Digital Admixture Feeding System
- SCADA enabled Batch System
- Centralized Lubrication System
- Machine Output / Hour Minimum -- 12 to 15 Cum./Hr.
- Water Tank Capacity minimum -- 170 Liter
- Load Cell Based Weighing System with Digital Display
- Interface to desktop / laptop to generate all features of Ghani Register maintained by PWD field staff.

Tenderer should note that , the SCADA System to required plant / machinery should be installed at his own cost No extra cost/ No claim shall be entertained on the ground

Contractor

No. of Corrections

Managing Director

NAME OF WORK:-CONSTRUCTION OF CEMENT CONCRETE ROAD IN FACTORY PREMISES LAXMINAGAR DEGAON-YELEGAON TQ ARDHAPUR DIST. NANDED

SCHEDULE – A

Schedule showing (Approximately) the materials to be supplied from the Civil Works Department stores for work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for.

Sr. No.	Name of Material	Approximate Quantity that will be applied	Unit	Rates at which the material will be charged to the contractor		Place of Delivery
				In Figures	In Words	
1	2	3	4	5	6	7
----- N – I – L -----						

Condition :-

Note

- (1) All material is to be brought by the contractor at his own cost. Condition for material brought by the Contractor are attached separately.
- (2) R.C.C. pipes required for the construction of C.D. works (included in this work) should be purchased by the contractor from M. S. S. I. D. C. only.
- (3) Contractor may procure Bitumen from Government and/or private refinery and/or from the Private Bitumen Supplier, and/ or other producer/ supplier of Bitumen provided fulfillment of condition mentioned in ADDITIONAL CONDITIONS FOR MATERIALS BROUGHT BY CONTRACTOR

Managing Director
Bhaurao Chavan S.S.K.Ltd. Nanded

Contractor

No. of Corrections

Managing Director

ADDITIONAL CONDITIONS FORMATERIALS(CEMENT,M.S.,H.Y.S.D. BARS,BULK ASPHALT ETC.) BROUGHT BYCONTRACTOR.

1. All materials such as cement, Mild Steel, HYSD bars, TMT Bars, bulk asphalt etc. required for execution of work shall be brought by Contractor at his owncost.
2. The Contractor shall maintain the record of these materials (Cement, Steel etc.) in the prescribed proforma and registers as directed by Engineer in-charge. The sample of prescribed proforma is attached at the end Page No. 151 to 152 These registers shall be signed by both contractors and representative of Engineer in-charge. These registers shall be made available for inspection, verification for the deptt. as and when required. These registers shall be in the custody of department and shall be maintain by thedepartment.
3. The material required only for this work shall be kept in the godown at site. No material shall be shifted out side of the godown except for the work for which this agreement is entered without prior approval of the Engineer -in-charge.
4. The material i.e. cement, steel, bulk asphalt etc. brought on the work site shall be accompanied with the necessary Company/ Manufacturing firm's test certificates. In addition these material shall be tested as per frequency prescribed by the Department and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, If so required by the Contractor in writing, material will be allowed to be used before receipt of the test results but this will be entirely at the risk and cost of theContractor.
5. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase of material brought on the work site at once Failing to which the KarkhanaEngineer will not make payment to Contractor
6. All these material i.e. cement, steel etc. shall be protected from any damages, rains etc. by the contractor at his owncost.
7. The contractor will have to erect temporary shed of approved specifications for storing of above materials at work site having double lock arrangements (By Double lock it is meant that godown shall always be locked by two locks, one lock being owned & operated by Contractor & other by Engineer in-charge or his authorised representative and the door shall be open able after both locks areopened.)
8. If required, the weighment of cement bags/ steel, bulk asphalt bouzers etc. brought by the contractor shall be carried out by the contractor athis own cost.

Contractor

No. ofCorrections

Managing Director

9. The contractor shall not use cement and other material for the item to be executed outside the scope of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer-in-charge.
10. The Government shall not be responsible for the loss in cement, steel bulk asphalt etc. during transit to work site. The Cement brought by the contractor at the work site store shall mean 50kg., equivalent to 0.0347 cubic metre 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.

11 *Indemnity*

The condition regarding indemnity as defined on page 65 at Sr.No. 8.2 will apply mutatis mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.

12. In case of materials brought by the Contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of the engineer-in-charge.
13. All empty cement bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after completion of work.
14. R.C.C. pipes required for the construction of C.D. works (included in this work) should be purchased by the contractor from M.S.S.I.D.C. only. Contractor shall produce necessary proof of purchasing from MSSIDC. Failing to which the cost of pipe in bill shall be withheld till receipt of proof.

Contractor may procure Bitumen from Government and/or private refinery and/or from the Private Bitumen Supplier, and/ or other producer/supplier of Bitumen provided fulfillment of the following condition.

- (1) Contractor shall produce CRC (Consignee receipt certificate) with duly mentioned the Name of work clearly for which bitumen is supplied. If the refinery denied to mention the Name of work on CRC (Consignee receipt certificate) in that case, present procedure of mentioning name of work on gate pass / bitumen Invoice under the signature of the concerned contractor, Karkhana Engineer.
- (2) Contractor shall submit/Produce original Bitumen GST Bill in invoice in all copies and one copy of bill will be returned to contractor with duly signed by Managing Director for Tax and Audit purpose.
- (3) In case of delay in submission of such bill by the Contractor, the contractor shall be held responsible for delay in payment of bill and no claim on this regards will be entertained by the department.

Contractor

No. of Corrections

Managing Director

- (4) The material purchased from Government and/or private refinery and/or from the Private Bitumen Supplier, and/ or other producer/ supplier of Bitumen and/or Company/ Manufacturing firm's/authorized distributor/forcement, steel, bulk asphalt etc. brought on the work sites shall be accompanied with the necessary Company/ Manufacturing firm's test certificates. In addition to this some quantity of these materials shall be tested as per norms specified in Indian Standard Bureau. Besides that the material shall be tested as per frequency prescribed by the Department and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per acceptable standards, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, if so required by the Contractor in writing, cement will be allowed to be used before receipt of the test results but this will be entirely at the risk and cost of the Contractor.
- (5) Contractor shall produce Test Report of Bitumen Manufacturer of relevant batch as well as test report taken in his own Laboratory 30% tests shall be done in P.W. department's laboratory and remaining 70% tests shall be done in the field laboratory erected by the Contractor at site. In the absence of such field laboratory than tests shall be done in Engineering Colleges or Government laboratory
- (6) Viscosity of Bitumen shall be as per IS 73:2013 or as amended from time to time.
- (7) Contractor shall produce all the required reports, certificates of bitumen purchased order/Bill to the department, duly self attested by the contractor himself along with a forwarding letter.
- (8) Responsibility of Genuineness of Bill Produced by Contractor in respect of Private /Purchases of material shall lie with the contractor only.
- (9) If Bill Produced by Contractor in respect of Purchases of material found fake and/or tampered then Department may take suitable Criminal action against the Contractor as per Indian Penal Code.
- (10) If there is any doubts regarding the Genuineness of Bill Produced by the Contractor in respect of Purchases of material, Karkhana Engineer shall have rights to verify or to make enquiry about such bills, and during verification /enquiry, if the same bill/ bills is found incorrect or fake or tempered Karkhana Engineer shall take Criminal action against the Contractor as per Indian Penal Code, and the Contractor shall also be blacklisted forever for works in Karkhana.

Condition for the material brought by the Contractor

In the event, contractor being failed to submit the original challans or, in the event, it is found that the challans submitted by the contractor are not original or fake, he shall be liable for any action deemed fit by the department including action covered under clauses for fraudulent practices. The action may be legal or administrative covering the losses incurred & penalty towards it.

Contractor

No. of Corrections

Managing Director

Annexure-B

(ON STAMP PAPER WORTH RUPEES 100/-)

I/we, hereby solemnly agree that, I/we have willingly entered into the contractor with Civil Works Department, Karkhana for the work of

(Name of work) for the said work, I /we am /are buying the required quantity of asphalt having stipulated specifications from the refinery of IOC/HP/BP, I/We am / are also aware of the fact that after receiving the said quantity of asphalt from the refinery, it is mandatory upon me to deposit the original copy / copies of challan of asphalt in the office of Managing Director in charge of the work or his authorised officer, I/we also agree that if I fail to produce sufficient documentary evidence i.e. original copy / copies of challan for the purchase of asphalt, I will be totally held responsible for this non compliance & in such a case I will be responsible for any actions which the department may deem fit to impose on me/us, or legal proceedings as per prevailing law.

Hence this Affidavit.

Place :-

Date:-

Signature of Contractor

Contractor

No. of Corrections

Managing Director

REGISTER NO. 1**FOR RECEIPTS & CONSUMPTION OF CEMENT**

Name of Work :-

Balance since last week at the Work Site :

STATEMENT OF RECEIPT AND CONSUMPTION

Date	No of Bages received	No of bages Consumed	Balance No. of Bages at end of day
1	2	3	4

Contractor'sSignature

Supervisor'sSignature.

REGISTER NO. 2

Chart showing weekly required theoretical consumption and actual consumption of cement bags for work done actually for the following items

- 1) Brick Masonry in C.M. 1:6
- 2) RCC M- 10 , M- 15, M-20
- 3) PCC M-8,M-10.
- 4) Others.

ABSTRACT ENDING

Sr. No.	Item	Work Done		Theoretical consumption constant (in bags)	Theoretical required consumption constant of cement(in No. ofbags)	Cement Actual Consumption (in No. of bags)
		Quantity	Unit			
1	2	3	4	5	6	7

Contractor'sSignature

Supervisor'sSignature.

Contractor

No. ofCorrections

Managing Director

REGISTER NO. 1**(Receipt, consumption & balance for months ending****..... Division Palce of work****Name of Work :-**

Balance since last months	Type and quantities in M.T.					
	Type					
	Quantity					

Daily receipt, Consumption and balance of steel for week ending.

Date	Receipt of Steel (M.T.)		Consumption of Steel (M.T.)		Balance of each transaction		Abstract of balance stel for each type for week ending	
	Type	Weight inM.T.	Type	Weight inM.T.	Type	Weight inM.T.	Type	Weight in M.T.
	Total		Total		Total		Total	

Contractor's signature
for issued / consumed
Steel Quantity

Signature of J.E.
Sec. Engineer

REGISTER NO. 2**Statement for comparison of steel consumed on each item and theoretical consumption as per drawing for month ending****Name of Work :-**

Sr. No.	Item executed	Quantity	Qty. of steel to be consumed as per design drawing(in M.T.)	Actually consumed steel (in M.T.)

Contractor's signature
for issued / consumed
Steel Quantity

Signature of J.E.
Sec. Engineer

Contractor**No. of Corrections**

Managing Director

QUALITY ASSURANCE AND MAINTAINANCE MANNUAL

1. To ensure the specified quality of work which will also include necessary survey, temporary works, etc. the contractor shall prepare a quality assurance plan and get the same approved by the Engineer-in-charge within one month from the date of work order. For this, the contractor shall submit an organisation chart of his technical personnel to be deployed on the work along with their qualifications, job descriptions defining the functions of reporting, supervising, inspecting and approving. The contractor shall also submit a list of tools, equipments and machinery and instrumentation which he propose to use for the construction and for testing in the field and/or in the laboratory and monitoring. The contractor shall modify/ supplement the organisation chart and the list of machinery, equipments etc. as per the directions of Superintending Engineer and shall deploy the personnel and equipment on the field as per the approved chart and the list respectively.

The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specifications. He will have get these approved from the Engineer-in-charge. The quality of the work shall be properly documented through certificates, records, checklists and log books of results etc. Such records shall be compiled from beginning of the work and be continuously updated and supplemented and this will be the responsibility of the contractor. The forms should be got approved from the Executive Engineer-in-charge.

2. The contractor shall prepare detailed completion drawing after completion of the work. He shall also prepare and submit a maintenance manual giving procedure for maintenance, with periodicity of maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of structure. He shall also include in the manual, the specifications for the maintenance work that would be appropriate for the technique of construction. This manual shall be submitted within the contract period.

Contractor

No. of Corrections

Managing Director

NAME OF WORK:-CONSTRUCTION OF CEMENT CONCRETE ROAD IN FACTORY PREMISES
LAXMINAGAR DEGAON-YELEGAON TQ ARDHAPUR DIST. NANDED

W-O-R-K & S-I-T-E- C-O-N-D-I-T-I-O-N

The average rainfall in the area is about 950 mm an temperature varies from minimum 15° C to 45° C. The work site is approachable in all seasons.

The contractor will have to provide adequate Warning and caution sign board and care has to be taken to provide maximum convenience to traffic during construction period.

All others details regarding works are noted at appropriate place in tender documents. The details regarding these aspects are appropriate place in tender documents the details regarding these aspects are subjective and to be verified by the contractor

Contractor

No. of Corrections

Managing Director

*Schedule “B” &
Item wise Specification*

Name of Project : **Bhaurao Chavan Sahakari Sakhar Karkhana Ltd.**

Name of Work : **Proposed Construction of the CC Road in Factory premises**

Location : **Degaon-Yelegaon, Tq.Ardhapur, Dist.Nanded**

D.S.R. : **2020-21**

Abstract						
Sr.No.	Discription	No.	Unit	Quantity	Rate	Total Amount
1	Excavation for Roadway in earth, soil of all sort & sand, gravel or sort murrum including dressing section to the require grade chamber& side conveying the excavated material with all lift upto a lead of 50 m & spreading for embankment or stacking as directed etc. Specification No.Morth-301 SSR Item No.2.11 Page No.27	1	Cum	453.6	85.00	38556.00
2	Providing earth work in embankment with approved material obtained from department land upto lead of 50 m including all lift laying in layer of 20 cm to 30 cm thick breaking clod, dressing to the required lines, curves, grade & section, watering, compaction with vibrator roller to achieve not less than 97% of standerd Proctor density etc. complete. Specification No.Morth-305 SSR Item No.2.27 Page No.28	1	Cum	2010.6	615.00	1236506.70
3	Construction of granular sub base by providing close graded material spreading in uniform layer with motor grader/pavor on prepared surface, mixing by mix in placed method with rotavator at omc compacting with vibrator roller to achieve the desired density complete as per close 401 by mix in place method & grading-1 material Specification No.Morth-401 Sr.No.3.04 Page No.31	1	Cum	590.3	2090.67	1234130.86
4	Construction of dry lern cement concrete sub base over prepared sub grade with coarse & fine aggregate (natural sand / VSI grade finely washed crushed sand) conforming to IS 383 the size of coarse aggregate not exceeding 25 mm, cement content not to be less than 150 kg/ cum optimum moisture content to the determined during trail length construction concrete strength no to be less than 10 m cum at 7 day mixed in a batching plast / weight mixer transport to site with all lead & lift kid with pavor with electronic sensor by suitable mean as approved by Engineer incharge compaction of the vibrator roller finishing curing & including prepared of sub grade surface if required etc. complete. Specification No.Morth-601 SSR Item No.5.13 Pate No.52	1	Cum	484.8	3992.53	1935458.77
5	Providing & laying in situ m30 grade unrenforced plain cement concrete pavent over prepared sub base with 43 grade cement coarse & fine aggregate (natural sand/ VSI grade finally washed crushed sand) conforming to 383 using fine & coarse aggregate combined gradation as per table 603 of morth Specification 2013 mixed in tilting type concrete mixer as per approved mix with design a mixing spreading, laying, compacting & finished in continious operation without pavor machine finishing to line & grade directed Specification No.Morth-602 SSR Item No.5.04 Page No.45	1	Cum	723.6	6699.01	4847269.66
Total						9291921.99
GST 18%						1672545.96
Material testing charges						24800.00
Grand Total						10989267.95

CONTRACTOR**NO. OF CORRFCTIONS****Managing Director**

DECLARATION OF THE CONTRACTOR

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 stones, murum, sand etc. and labour on which I/we have based my/our rates for this work. The specifications, conditions, bore results and lead of materials to be used on for this work have been carefully studied and understood by me/us before submitting the tender. I/we undertake to use only the best materials approved by the Executive Engineer-in-charge of the work or his duly authorised representative before starting the work and to abide by his decision.

I hereby undertake to pay the labours engaged on the work as per Minimum Wages Act, 1948 applicable to the Zone concerned.

Signature of Contractor.

: DRAWINGS**:CONTRACT DRAWINGS:**

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

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

DOCUMENTATION

If so ordered by the Engineer-in-charge, the contractor will prepare drawings of the work 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 microfilm of the same to the Engineer for record and reference purpose at the contractors cost.

The below mentioned conditions has privilege over all the terms and conditions mentioned in this tender documents. Conditions as follows:-

- 1) All the bidders who are willing to take part in tender should enrol them on <https://organizations.maharashtra.nextprocure.in> portal.
- 2) All the bidders who are willing to take part in tender should have valid digital signature of Class-3, equipped with Signing/Verification and Encryption/Decryption certificate.
- 3) Bidder have to pay cost of tender form Rupees 5000/-, through only online mode i.e. RTGS/NEFT. Details are as under :-

Bank Name – Union Bank of India

Account Holder Name – Bhaurao Chavan S.S.K. Ltd.

Account Number – 342901010036308

IFSC Code – UBIN0534293

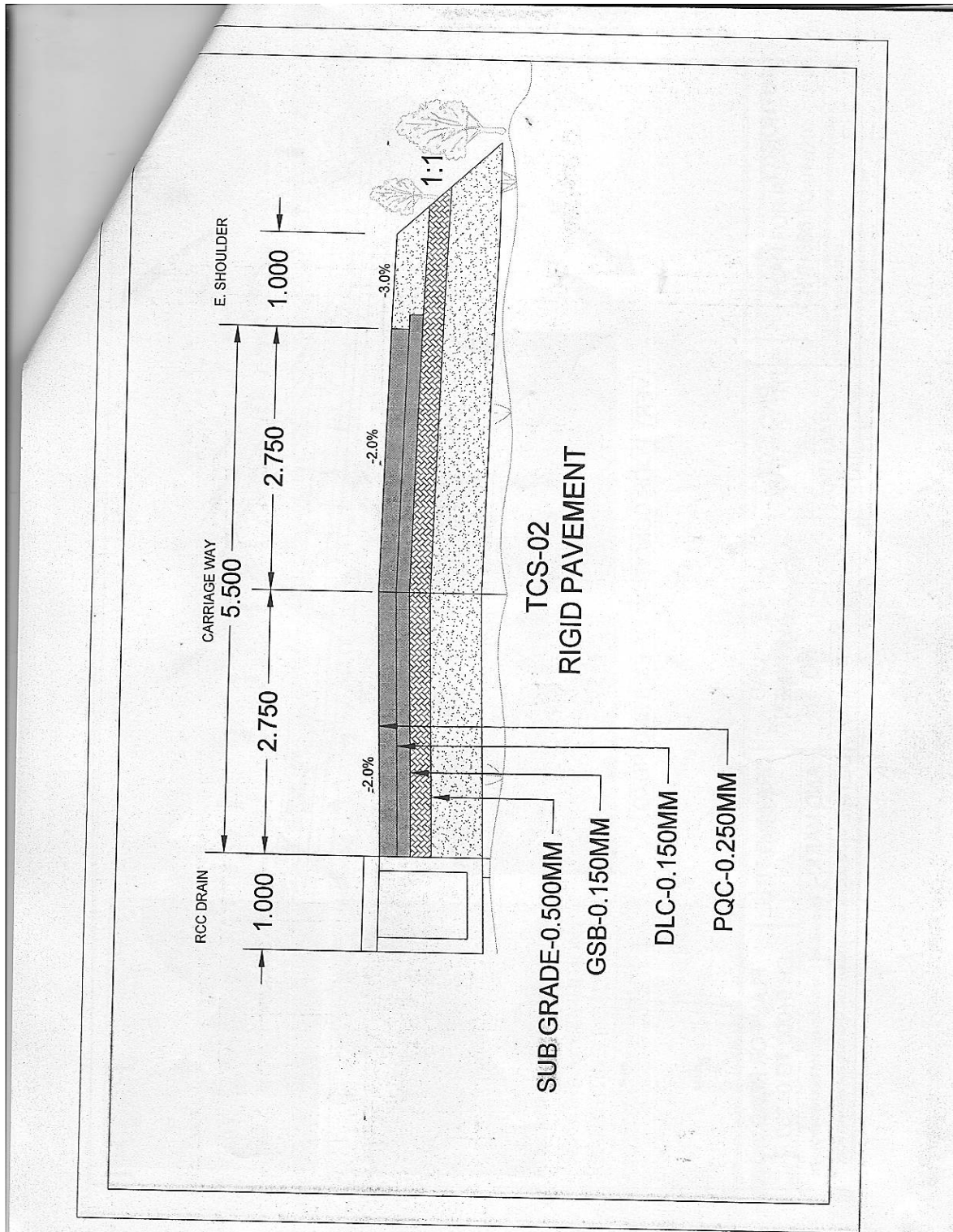
- 4) Bidder should deposit tender fees before expiry of submission date and scan copy of receipt should be uploaded in online technical envelope, failing to which will leads to disqualification of bid.
- 5) Original Earnest Money Deposit (EMD) instrument should be submitted manually to Bhaurao Sakhar Karkhana Office by date 01.02.2021 from 11:00 up to 17:00. hours but scan copy of same EMD instrument should be uploaded online in technical envelope, if bidder fails to upload this will lead to bid disqualification.
- 6) EMD should be in favour of Bhaurao Chavan S.S.K.Ltd. payable at Nanded.
- 7) Tender calling authority reserves all the rights to amend any tender conditions during tender lifecycle, stated in tender document or thereafter issued corrigendum.
- 8) Tender calling authority also reserves all rights to cancel any or all tenders without assigning any reason.
- 9) In estimate items change up to 10% can be done by engineer-in-charge without assigning reason and it is binding over contractor.
- 10) Pre- bid meeting will be held on date 20.01.2021 time 14:00 hours at venue Karkhana Site, Bhaurao Chavan SSK Ltd., Laxmi Nagar, Devgaon- Yedegaon, Taluka Ardhapur, District - Nanded
- 11) No queries will be entertained after pre-bid meeting.
- 12) Minutes of pre-bid will be uploaded on website of Bhaurao Sahkari Sakhar Karkhana website that is <https://organizations.maharashtra.nextprocure.in>
- 13) Documents submitted online in Envelope No. 1 are to be put in separate Envelopes as EnvelopNo.1 (Tender Fees) and Envelope No.2 (Original EMD Instrument) respectively and sealed properly. The above two sealed Envelopes No.1 and 2 shall be again put together in one common cover and sealed. The name of work, online tender Notice Number and Name and full address of Tenderer with Mobile Number shall mentioned on the said common cover marked sealed Common Cover Properly covers corner.
- 14) For any query related details please contact – Site Engineer Shri Suhas Nanaseheb Bhagwat 9422290646, 9881198799.

CONTRACTOR

NO. OF CORRECTIONS

Managing Director

The Reference drawings are attached separately



CONTRACTOR

NO. OF CORRECTIONS

Managing Director