

अहमदनगर महानगरपालिका, अहमदनगर
नागरी दलित वस्ती सन.2011-12 अंतर्गत
ई-निविदा क्र. 667/ सन -2013-14

सार्वजनिक बांधकाम विभाग/ई-निविदा जाहिरात क्र- 10/11 दिनांक- 16/09/2013

आयुक्त,अहमदनगर महानगरपालिका हे मा. महाराष्ट्र शासनाच्या नागरी दलित वस्ती सन.2011-12 अंतर्गत कामांसाठी खालील नमुद कामांसाठी ई निविदा पध्दतीने B-1 निविदा मागवित आहे. निविदे बाबतच्या या व्यतिरिक्त असलेल्या अर्जा व शर्ती निविदा फॉर्म मध्ये नमुद केल्या असून निविदा फॉर्म विक्री व निविदा प्रक्रियेबाबतचा तपशिल खालिल प्रमाणे.

Sr.No	Envelopes	Start Date & Time	Expiry Date & Time
1	निविदा विक्री	16-09-2013 15:00	03-10-2013 15:00
2	ई निविदा तयार करणे	16-09-2013 15:00	08-10-2013 15:00
3	तांत्रिक व व्यापारी लिफाफा बंद प्रक्रिया	08-10-2013 15:01	08-10-2013 17:45
4	निविदा स्विकृती	08-10-2013 17:46	14-10-2013 15:00
5	तांत्रिक लिफाफा उघडणे	14-10-2013 15:01	15-10-2013 17:45
6	व्यापारी लिफाफा उघडणे	15-10-2013 17:46	17-10-2013 17:45

निविदा क्रमांक	कामाचा तपशिल	कामाची निविदा रक्कम	निविदा संच किंमत(ना परतावा)	बयाना रक्कम	कामाची मुदत	ठेकेदाराचा वर्ग
1	2	3	4	5	6	7
सा बां.वि/ ई-निविदा क्र.667/ 2013-2014	बालिकाश्रमरोड ते अंतर्गत कॅम्पस सोसायटी ते पुंड घरापर्यंत रस्ता डांबरीकरण करणे.	9,45,474/-	500/-	9,800/-	6 महिने	वर्ग 7 व त्यावरील

अर्जा - शर्ती

- संबंधित ठेकेदाराने निविदा घेणेपूर्वी अहमदनगर महानगरपालिकेकडे योग्य त्या वर्गाची नोंदणी करून प्रमाणपत्र घेणे आवश्यक आहे.
- सदर कामाबाबत निविदा अर्जा शर्ती इ बाबतचा सर्व तपशील निविदा संचामध्ये व जाहिर पॅंडर नोटीसमध्ये नमुद केलेला असून निविदा संच ऑनलाईन पहावयास उपलब्ध आहे.
- सदर कामाची निविदा संच खरेदी किंमत व बयाना रक्कम स्वतंत्रपणे राष्ट्रीयकृत अथवा अनुसुचित (शेड्युल) बँकेचे डिमांड ड्राफ्टद्वारे मनपाचे AXIS BANK येथे असलेले " E- TENDER DEPOSIT FUND AHMEDNAGAR MUNICIPAL CORPORATION" A/C NO. 911020011270125 या खात्यावर भरणेकामी बँकस्लिप मध्ये दोन्ही

बाजुला (Customer Copy and Bank Copy) डीमांड ड्राफ्ट क्रमांक,बक्षेचे नांव व उपरोक्त निविदा क्रमांक सविस्तर लिहावा. निविदा संच खरेदी किंमतीच्या DD ची Scan Copy करून com.rediffmail @anr_ame या mail-E Address वर E-mail करावा व नंतरच निविदा संच खरेदी करण्यात यावा.तसेच बयाणा रक्कम DD ची Scan Copy करून com.rediffmail @anr_ame या mail-E Address वर E-mail करावा.

- 4) निविदा संचाची विक्री <http://amc.maharashtra.etenders.in> या वेबसाईटवरून फक्त ऑनलाईन चालू आहे.
- 5) वरील वेबसाईटवरून निविदामध्ये सहभागी होण्यासाठी वेबसाईटवर युजर आयडी व पासवर्ड बनविणे बंधनकारक आहे.यासाठी किंवा ई-निविदा बाबत मार्गदर्शनासाठी **020 - 2531 5555 91679 69601 / 04** या क्रमांकावर संपर्क करावा.
- 6) वरील निविदा सादरीकरण /स्विकृती फक्त ऑनलाईन पध्दतीने करण्यात येईल.पेपी पध्दत पूर्णपणे बंद करण्यात आली आहे.
- 7) निविदा सादरीकरण हे दोन पाकीट पध्दतीने(Technical व Commercial bid) करणे आवश्यक आहे.
- 8) **सिलबंद तांत्रिक लिफाफा क्र. 1** मध्ये पुढील कागदपत्रे जोडणे आवश्यक आहे.
 - अ) अहमदनगर महानगरपालिकेकडे योग्य त्या वर्गाची नोंद केलेल्या प्रमाणपत्राची साक्षांकित प्रत
 - ब) इनकम टॅक्स व सेल टॅक्स प्रमाण पत्र प्रत मागील 3 वर्षांचे
 - क) बयाणा रक्कम भरले बाबतचा तपशिल ऑनलाईन निविदा सादर करतांना मनपाच्या बक्ष खात्यामध्ये जमा केलेले डिमांड ड्राफ्टची छायांकीत प्रत (झेरोक्स) व बक्ष मोहर असलेली स्लिप स्कॅनिंग करून निविदा स्विकृतीच्या वेळेमध्ये ऑनलाईन अपलोड टेक्नीकल डोक्युमेंट या बॉनाचा वापर करून जोडणे बंधनकारक आहे .निविदा उघडल्यानंतर संबंधित विभागाकडे बयाना रक्कम डिमांड ड्राफ्टद्वारे बक्ष खात्यामध्ये जमा केल्याची निविदा धारकाकडील पावती (Counter Slip) जमा करण्यात यावी.
 - ड) मागील 5 वर्षांत हाती घेतलेल्या व पूर्ण केलेल्या कामाच्या किंमतीसह माहितीची कागद पत्रे **फॉर्म नं I**
 - इ) सदरच्या कामाकरीता आवश्यक असणारी सर्व मशिनरी निविदा धारकाच्या मालकीची असणे आवश्यक आहे.अथवा भाडे तत्वाचा करारनामा सादर करणे आवश्यक आहे. मालकीच्या मशिनरीच्या मुळ कागदपत्रांची माहिती **फॉर्म नं II** भरून जोडण्यात यावी
 - ई) मागील 5 वर्षांमध्ये समकक्ष कामे केलेल्या कामांची यादी **फॉर्म नं III**
 - फ) सदरच्या कामाकरीता असलेल्या कर्मचारी यांची यादी **फॉर्म नं V**
वरील प्रमाणे निविदा संचामधील **फॉर्म नं I ते III व V** मध्ये व **DECLARATION OF THE CONTRACTOR** वर माहिती भरून स्वाक्षरी करून त्याची प्रत सोबत जोडावी.
 - ग) डॉबरीकरणासाठी हॉल मिक्स प्लॉ व कॉक्रीटकरणेसाठी रेडिमिक्स प्लॉ हा मनपा हद्दीच्या 20 कि.मी .अंतरावर असणे आवश्यक आहे .अंतराबाबतचे शहर अभियंता यांचे प्रमाणपत्र अपलोड करणे बंधनकारक आहे. अन्यथा निविदा ग्राह्य धरली जाणार नाही.
 - घ) तांत्रिक लिफाफा क्र. 1 मध्ये जोडलेल्या कागदपत्रांच्या सत्यतेबाबत निविदे मध्ये दिलेल्या नमुण्यात रु.100/- च्या स्टॅम्प पेपरवर मा.तहसिलदार / नोरी पब्लिक यांचे कडील प्रतिज्ञा पत्र जोडणे आवश्यक आहे.
- सिलबंद दराचा लिफाफा क्र 2** मध्ये संबंधीत ठेकेदाराने निविदा संचामधील Tender for Works वर दर नमुद करून स्वाक्षरीसह सोबत जोडणे आवश्यक आहे.
- 9) अपीयुक्त निविदा विचारात घेतली जाणार नाही
- 10) यशस्वी ठेकेदारास योग्य किंमतीच्या स्टॅम्प पेपरवर करारनामा करून द्यावा लागेल.

- 11) यशस्वी ठेकेदारास कामगार विमा कार्यारंभ आदेश पुर्वी सादर करावा लागेल.
- 12) यशस्वी ठेकेदारास कामापोषी 2.5% (एक्के) अनामत रक्कम रोखीने भरावी लागेल किंवा कार्यारंभ आदेश पुर्वी सेव्हिंग बक्ष डिपॉझिण गव्हर्नमेंण प्रॉमिसरी नोणस किंवा नशानल सेव्हिंग सर्पॉफिकेण अथवा एफ.डि.आर. स्वरूपामध्ये महानगरपालिकेच्या नावे करून दिलेल्या असल्यास स्विकारण्यात येईल. व उर्वरीत रक्कम बिलातुन वसुल करण्यात येईल.
- 13) कुठलेही साहीत्य मणरीयल महानगरपालिका पुरविणार नाही.
- 14) वरील कामासाठी वापरण्यात येणारे साहीत्य (मणरीयल) योग्य असल्याबाबतचा शासकीय प्रयोगशाळेकडील तपासणी अहवाल ठेकेदाराने स्वखर्चाने महानगरपालिकेकडे सादर करणे बंधनकारक आहे .सर्व साहीत्य भारतीय रस्ते माणकाप्रमाणे असणे आवश्यक आहे.
- 15) षंडर मधील दर षंडर उघडलेपासुन 180 दिवस ग्राह्य राहतील
- 16) सदर कामाकरीता दोष दायीत्व कालावधी (Defect Liability Period) कोंक्रीण रस्त्यासाठी 5 वर्षे व डांबरी रस्त्यासाठी तसेच इलेक्ट्रीक कामांकरीता 2 वर्षांचा असेल. दोष दायीत्व कालावधी करीता एकुण रक्कमेच्या 5% रक्कम (2.5% रक्कम कार्यारंभ आदेश देतॉना व 2.5% रक्कम देयकातुन कपात केलली) राखुन ठेवण्यात येईल. सदरची रक्कम दोष दायित्व कालावधी समाधानकारकरित्या संपल्यानंतरच परत करण्यात येईल. कार्यारंभ आदेश घेतांना घावयाची एफ.डी.आर./बक्ष गंशणी ही कामाच्या मुदती नंतरच्या 2 वर्षे इतक्या कालावधीची घावी लागेल
- 17) निविदा विक्रीच्या शेवणच्या दिवशी संच प्राप्त न झाल्यास व स्विकृती च्या शेवणच्या दिवशी ऑन लाईन सादरीकरण न झाल्यास त्याची सर्वस्वी जबाबदारी निविदा धारकाची राहिल.
- 18) ऑनलाईन निविदा प्रक्रियासाठी निविदाकाराने डिजीणल स्वाक्षरीचा (DIGITAL SIGNATURE KEY) वापर करावा तसेच DIGITAL SIGNATURE KEY उपलब्ध करून घेण्याची सर्वस्वी जबाबदारी सर्बोधित निविदा धारकाची राहिल.
- 19) निविदा उघडण्याच्या अखेरच्या दिवशी कार्यालयीन सुटणी असल्यास निविदा पुढील कार्यालयीन दिनांकास उघडण्यात येईल
- 20) निधि उपलब्धतेनुसार देयक अदा करण्यात येईल.
- 21) कोणतीही निविदा स्वीकारणे,नाकारणे अथवा रद्द करणे याबाबतचे अंतिम अधिकार मा.आयुक्त,अहमदनगर महानगरपालिका यांना राहतील

सही/-

आयुक्त

अहमदनगर महानगरपालिका

DETAILS TENDER NOTICE TO CONTRACTOR

Tenders in B-1 Form on Department's design are invited for the following work, from Commissioner, Ahmednagar Municipal Corporation, Ahmednagar invites sealed tenders under Nagari Dalit Vasti 2011-2012 Scheme as per the rules & regulations in the tender form Set will be received online only at <http://amc.maharashtra.etenders.in> payment of cost of each Tender Form as mentioned below.

Tender No.	Name of The Work	Estimated Cost of work	Cost of each Tender Form	Earnest Money	Security Deposit 2.5%	Deposit to be deducted From Bills 2.5%	Time limit for Completion of work	Defect liability period	Validity Period Of Tender After Oppening The Tender
1	2	3	4	5	6	7	8	9	10
PWD/E - Tender No. 667 / 2013-2014	ASPHALTING OF ROAD IN WARD NO.29 BALIKASHRAM ROAD TO INTERNAL COSMIK SOCIETY TO PUND HOUSE AMC	9,45,474/-	500/-	9,800/-	23,637/-	23,637/-	6 Months	24 Months	180 Days

AHMEDNAGAR MUNICIPAL CORPORATION

Name Of Work : ASPHALTING OF ROAD IN WARD NO.29 BALIKASHRAM ROAD TO INTERNAL COSMIK SOCIETY TO PUND HOUSE AMC

SCHEDULED B T.No.667

No.	Qty	Item	Rate in Figure	Rate	Unit	Amount
		Part A Pavallion				
1	151.20	Excavation for roadway in by mechanical means earth soil of all sorts sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m and spreading for embankment or stacking as directed Engineer in charge	Rs. Twenty Nine and Paise Fifty Five Only	29.55	Cum	4467.96
2	151.20	Conveying materials obtained from road cutting including all lifts, laying in layers of 20cm to 30cm breaking clods, dressing to the required lines, curves, grades and section, watering and compacting to 95% of standard Proctor density for a lead of over ii) 300 to 500 m a) with static roller inclusive, from the site of excavation to the site of deposition as directed	Rs. Fourty Nine Only	49.00	Cum	7408.80

3	201.60	Excavation with refilling for foundation/pipe trenches in earth, soils of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 metres and lifts as below, stacking and spreading as directed, manual dewatering, preparing the bed for foundation and excluding backfilling etc. complete	Rs. One Hundred Seventy and Paise Ten Only	170.10	Cum	34292.16
4	37.80	Supply trap/granite/quartzite/gneiss stone metal of required size by bringing at the road side, breaking them to required gradation including conveying boulders and stacking broken metal etc. complete	Rs. Four Hundred Sixty Nine and Paise Sixty Five Only	469.65	Cum	17752.77
5	12.47	Supplying soft murum at the road side, including conveying and stacking complete	Rs. Three Hundred Twenty Eight and Paise Twelve Only	328.12	Cum	4092.97
6	12.47	Spreading gravel/sand/soft murum/hard murum over rubble soling WBM surface complete	Rs. Fourteen and Paise Seventy Seven Only	14.77	Cum	184.18
7	37.80	Spreading 40mm metal including sectioning complete	Rs. Twenty Five and Paise Thirty Three Only	25.33	Cum	957.47

8	504.00	Compacting the subgrade/gravel/size metal (100mm loose) layers with power roller including necessary, labour, materials and artificial watering complete	Rs. Eleven and Paise Sixty One Only	11.61	Sqm	5851.44
9	735.00	Providing and laying 75mm thick compacted Bitumen Bound Macadam over existing wbm surface including picking the road metalled surface, thoroughly cleaning the WBM surface by using mechanical broom or approved equipment, spreading 40mm size metal (Hand Broken) at the rate of 0.09cum/sqm compacting metal with roller etc complete	Rs. One Hundred Eighty and Paise Eight Only	180.08	Sqm	132358.80
10	735.00	Providing 25mm thick open graded premix bituminous carpet, including supplying all material, as directed, preparing & cleaning the base, heating bitumen, applying tack coat at 0.30kg/Sqm laying carpet and compacting without seal coat on BT surface Hot Mix Hot laid with paver finisher etc. complete	Rs. One Hundred Fourty Nine and Paise Fifty Six Only	149.56	Sqm	109926.60

11	735.00	Providing bituminous liquid seal coat (Type A) to black to top surface, including supplying all materials including all leads, preparing existing road surface, heating & applying bitumen, spreading chips & rlling complete	Rs. Forty One and Paise Fourteen Only	41.14	Sqm	30237.90
12	1.80	Providing and painting Zebra painting of pedestrain crossing on the carriageway with approved road marking paint in two coats etc. complete	Rs. Forty One and Paise Fifteen Only	41.15	Sqm	74.07
13	210.00	Providing traffic lane line strips 10 cm in width with approved thermo plastic paint etc. complete	Rs. Fifty Four Only	54.00	Sqm	11340.00
14	210.00	Providing ISI standard RCC pipes in standard lengths of following class and diameter suitable for either collar joints or rubber joints, including all taxes (Cental and local), inspection charges, transport to departmental stores/site, unloading and stacking etc. complete	Rs. Seven Hundred Fifty Three and Paise Sixty Five Only	753.65	Rmt	158266.50

15	504.00	Providing and fixing 60mm thick factory made, hydraulically pressed, machanically vibrated and compacted precast inter locking cement concrete paving blocks in M10 grade of approved size in M10 grade of approved size and shape as specified 50mm in gray cement and top surface 10mm in white cement with coloured pigment including cost of all materials etc. complete	Rs. Five Hundred Fifty Only	550.00	Sqm	277200.00
13	16.00	Providing and constructing on sewer BB masonry circular manhole concentric cone 1.2 M dia at bottom and 0.5 M dia at top and upto a depth of 2.00 M with 23 cm brick ork in CM 1:4 proportion excluding excvaation including foundation concrete 250 mm thick and haunches and channels in cc 1:2:4 proportion, finishing channesl in smooth rendering, providing Cl dapuri type steps each weighing 5.5 kg 1:2:4 coping and providing and fixing approvfed make and quality SFRC frame and cover of 56cm dia. etc. complete	Rs. Seven Thousand Nine Hundred Nine and Paise Eighty Six Only	7909.86	Nos	126557.76

14	50.00	Providing and fixing Cat Eye Stud of size 100mmx100mm at base with M.S.Zinc coated nails of size 12mm dia. Of 120mm long having both as sides (Dual direction) high impact ABC 3 Nos. of eyes of 16mm dia on both sides containing 7 heads each i.e. 42 heads in retro reflector etc. complete	Rs. Three Hundred Twenty and Paise Twenty Five Only	320.25	Nos	16012.50
	120.17	Royalty		70.68	Cum	8493.35
				Total Rs.		945474.19
				Say Rs.		945474.00

In Words : Nine Lakh Fifty Four Thousand Four Hundred Seventy Four Only

Contractor

Sectional Engineer City Engineer
Ahmednagar Municipal Corporation

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The offer of the contractor shall remain valid for 180 days from the date of opening of Envelope No.2 (MAIN TENDER) and thereafter until it is with- drawn by the contractor.

1. The tender notice shall form a part of the contract agreement.
2. The tenders are invited on the Departmental design only.
3. The blank tender forms will be sold only to the registered contractors of appropriate category, (i.e.) as per Tender Notice on production of original or attested copy of valid registration or renewal certificate.
4. The tenderer if firm or company shall in their forwarding letter mention the names of all the partner of the firm or the company, (as the case may be) and the name of the partner who holds the power of attorney if any, authorising him to conduct transaction on behalf of the firm or company.
5. Right is reserved to revise or amend the contract documents fully or part thereof prior to

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the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

6. In case of B-1 Tender, the tenderer shall enter in the blank space of the agreement B-1 Form under para "Tender for the work" the percentage in figures and words and score out one of the words "below / above" as necessary, under his attestation, In case there is difference between percentage written in figures and words the lower offer will be taken as final.
7. No pages should be removed from, added in or replaced in the Tender.
8. Right is reserved to reject any or all tenders without assigning any reason thereof.
9. Tender of those who do not fulfill all or any conditions or are incomplete in any respect are liable to summarily rejection.

(2) **EARNEST MONEY** :

- 2.1 Earnest Money deposit amount should be deposited in the form of demand draft of any Nationalised bank or scheduled bank in favour of **“E–TENDER DEPOSIT FUND AHMEDNAGAR MUNICIPAL CORPORATIONS A/C No-911020011270125 Axis Bank. Please mention D.D . No , Name of Bank & Tender No. in detail note on the slip (consumer copy & bank copy)**
- 2.2 Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected.
- 2.3 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier. In case of the successful tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the Government.
- 2.4 Earnest money of the unsuccessful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.

(3) **TENDERING PROCEDURE**

3.1 ISSUE OF BLANK TENDER FORMS

available online only at <http://amc.maharashtra.etenders.in>

3.2 **PRE-TENDER CONFERENCE : AS PER TENDER NOTICE**

3.2.2 The tender submitted by tenderer shall be based on the clarification / additional facility issued (if any) by the Department and his tender shall be unconditional. Conditional tenders will be summarily rejected.

3.2.3 All tenderers are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications or other requirements, and conditional tenders will be rejected.

3.3 MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

Tender and its accompaniments to be submitted in two separate sealed envelopes. Tenderers shall submit the tender and documents in two sealed envelopes as below.

3.3.1. **ENVELOPE NO. 1** (DOCUMENTS) :- will include list of document to be attached with will be as listed below.

- A) Attested Copy of Certificate of Registration of appropriate class with AMC.
- B) Certificate of Income Tax & Sales Tax. Last 3 Years
- C) At the time of online submission of tender, the zerox copy of tender EMD amount DD deposited in bank account (As per Tender Notice condition No.3) and duly bank stamp receipt should be scan and bound to submit at the time of acceptance of tender with technical document upload key.
- D) List of last 5 years works in hand with the documents should be attached. **FORM – I**
Tenderer should be Owner of required and stated below machinery or lease agreement attested copies for the same should be attached in **FORM – II**
- E) List of completed similar works in last five (5) years. **FORM - III**
- F) List of staff which is with the firm. **FORM – V**

All the information should be duly filled **Form No I to III & V** & signature should be duly filled on **DECLARATION OF THE CONTRACTOR** document, AFFIDAVIT (Format in Tender Document) and additional AFFIDAVIT should be done on Rs.100/- stamp paper in front of Tahsildar/Notary Public stating that the Contractor / Firm is not black listed in the Govt. / Semi. Govt Organisations & attach the copy of the same with the document.

G) Asphaltic Hot mix plant and Readymix Concrete Plant set-up should be within 20 Km of AMC limit. Certificate from City Engineer mentioning the distance of plants in this regard should be upload. If it is fail to do so the Tender will be invalid.

Envelope no: 2 will include the documents listed below.

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A) The signature of the contractor or authorised person of the firm and percentage should be stated on the page of **Tender for work** of the tender document & the copy should be attached.

3.4 **SUBMISSION OF TENDER** :

The two sealed Envelopes No.1 and 2 shall be again put together in one common cover and sealed. This sealed cover shall be marked on the left hand top corner "Tender for the work **AS PER TENDER NOTICE** The date and time for receipt of envelope containing tender shall strictly apply in all cases. The tenderers should ensure that their tender is received online only at <http://amc.maharashtra.etenders.in> before the expiry of date and time. No delays on account of any cause will be entertained for the late receipt of tender. All Xerox copies submitted in connection with tender shall be attested by Gazetted Officer of Public Works Department or Irrigation Department only. Otherwise their tender will not be considered for further action and Envelope No. 2 will not be opened.

3.5 **OPENING OF TENDERS** :- On the date specified in the tender notice, following procedure will be adopted for opening of the tender. online only at <http://amc.maharashtra.etenders.in>

ENVELOPE NO. 1:-First of all, Envelope No.1 of the tender will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Ahmednagar Municipal Corporation, Ahmednagar a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No.2 will not be considered for further action but the same will be recorded.

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

3.6 **ACCEPTANCE OF TENDER** :-

3.6.1 The acceptance of tender may be communicated to the contractor telegraphically or otherwise either by the tender opening Authority or any Authority in the Department including Ahmednagar Municipal Corporation Ahmednagar

3.6.2 The successful tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent licence issued in his favour under provisions of the Contract Labour. Regulations and Abolition Act 1970 before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and Earnest

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Money forfeited.

- 3.6.3 The tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he/they will pay the labourers engaged on the work, the wage as per Minimum Wages Act, 1948, applied to the zone in which the work lies and act accordingly.
- 3.6.4 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1961, the contract labour Regulation and Abolition Act, 1979 and any modification thereof or any law relating thereto, and rules made there under from time to time.
- 3.6.5 The contractor whose tender is accepted is required to note that no foreign exchange will be released by the Department.
- 3.6.6 The contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The Contractor shall also have to give a declaration to the effect, that he has fully studied the plans, specifications, local conditions, and availability of labour and materials and that he has quoted his rates with the consideration to all these factors.

3.7 **SECURITY DEPOSIT :**

- 3.7.1 The successful tenderer shall have to pay 50% (i.e.) security deposit in cash or in shape of National Saving Certificate pledged in favour of City Engineer, Public Works Division, Ahmednagar Municipal Corporation, Ahmednagar or a Bank Guarantee from a Nationalised Bank in the enclosed form from period of date from work order to last date of defect liability and complete the contract documents, failing which his earnest money will be forfeited to Government. The balance 50% (i.e.) security deposit will be recovered from the R. A. bills at 4 % of the bill amount.
- 3.7.2 All compensation or other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the security deposit being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the City Engineer make good the deficit.
- 3.7.3 There shall be no liability on the Department to pay any interest on the Security Deposited by or recovered from the Contractor.

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3.7.4 The Security Deposits shall be refunded **after completion of defect liability** period prescribed for this contract in accordance with the provisions in clause 1 and 20 of the contract.

3.7.5 Security deposit to be recovered in case the offer quoted is below the cost put to tender as compared with current CSR, is as under. This should be done before acceptance of the tender.

- | | |
|--|--|
| 1) Tender quoted upto 0 % to 10% below | 2% of cost put to tender in initial stage
+ 2% through each running bill. |
| 2) Tender quoted from 10% to 15% | 4% of cost put to tender
+ 2% through each running bill. |
| 3) Tender quoted more than 15% below | 6% of cost put to tender
+2% through each running bill. |

3.7.6 Period of Completion

As per Tender Notice Normally, no extension will be granted and compensation on account of delay in completion work would be levied.

3.7.9 Royalty charges

Royalty charges as per Govt. Rules should be paid by the contractor at his own cost.

Necessary Certificate from Revenue Department will be required at the time of final bill.

3.7.10 Escalation in case of Extension in Time Limit

ESCALATION NOT APPLICABLE FOR THIS TENDER

3.7.11 Bar Chart

The successful agency will have to submit the Bar Chart duly filled, on & before Work Order. Same should be got approved from the City Engineer. The variation upto 10% in the time schedule given in the Bar Chart will only be considered. If it is more than 10%, penal action will be taken.

3.7.12 Payment

Payment will be made as per the availability of funds from the Government funds & availability funds from Corporation self funds.

3.7.14 Stamp duty : 0-10 lac – 100

10 lac & above – 100 Rs. per 1 lac

Contractor who will win the contract must have to do the agreement with a.m.c

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on stamp paper of appropriate value

3.7.15 For tax deduction tax will be deducted as per rule . AMC will not give any tax so fill contractor his offer inclusive of all taxes

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FORM NO. I

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

Name of the tenderer –

SR. NO.	NAME OF WORK	Place & Country	Works in hand		Anticipated date of completion	Works tendered for			Remarks
			Tendered cost	Cost of remaining work		Estimated Cost	Date when decision is expected	Stipulated date or period of completion	
	2	3	4	5	6	7	8	9	10

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FORM NO. II

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

Name of the tenderer –

SR. NO.	NAME OF WORK	No. of Units	Kind and make	Capacity	Age and Condition	Present Location	Remarks
1	2	3	4	5	6	7	8

Signature of Contractor No.of Corrections Sect.Engineer Dy.City Engineer City Engineer

FORM NO. III

Details of Work at similar type and magnitude carried out by the Contractor during the last 5 Years

Name of the tenderer –

SR. NO.	NAME OF WORK	Cost of Work	Date of Starting	Stipulated Date of Completion	Actual Date of Completion	Remarks
1	2	3	4	5	6	7

Signature of Contractor No.of Corrections Sect.Engineer Dy.City Engineer City Engineer

FORM NO. IV

List of work carried out in the interior backward and hilly areas during the preceeding 3 years

SR. NO.	NAME OF WORK	Cost of work	Date of starting the work	Date of completion	Remarks
1	2	3	4	5	6
	NOT APPLICABLE				

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FORM NO.V

Details of Technical Personnel available with the contractor to be deployed on this work

Name of the tenderer –

SR. NO.	NAME OF PERSON	Qualifications	Whether working in field or in office	Experience of execution of similar works	Period for which the person is working with the Tenderer	Remarks
1	2	3	4	5	6	7

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(On Stamp paper worth Rs. 100/-)

MODEL FORM OF BANK GUARANTEE BOND FOR SECURITY
DEPOSIT AND PERFORMANCE GUARANTEE DEPOSIT

In consideration of the Government of Maharashtra (herein after referred to as “The Government”) having agreed to exempt

(herein after referred to as The Contractor”) from depositing with the Government in cash the sum of Rs. _____

(Rupees _____ only.)

being the amount of security deposit payable by the Contractor to the Government under the terms and conditions of the agreement dated the _____ day of _____ and made between the Government of the one part and the Contractor of the other part (herein after referred to as “the said Agreement”) for _____ as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the contractor furnishing to the Government a guarantee in the prescribed form of a scheduled bank in India in face those presents in the like sum of Rs. _____ (Rupees _____ only).

BANK / LIMITED registered in India under _____ Act and having one of our local Head office at _____ do here by

1. GUARANTEE TO THE GOVERNMENT :-

- (A) Due performance and observance by the Contractor of the terms and conditions on the part of the contractor contained in the said Agreement and

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- (B) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, cost charges, penalties and expenses payable to the Government by the Contractor under or in respect to the said Agreement.
2. Undertake to pay to the Government on demand and without demur and not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any Court of tribunal relating thereto the said sum of Rs. _____ (Rupees _____ only) or such less sum may be demanded by the Government from us, our liability hereunder being absolute and unequivocal and agree that.
3. a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to enforceable till all the dues of the Government under or by virtue of the said Agreement have been duly paid and it's claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully, properly carried out by the Contractor.
- (b) We shall not be discharged or released from the liability under this guarantee by reasons of
- (i) Any change in the constitution of the bank of the Contractor, or
- (ii) Any arrangement entered into between the Government and the Contractor with or without our consent;

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- (iii) Any forbearance or indulgence shown to the Contractor.
 - (iv) Any variation in the terms and conditions contained in the said Agreement.
 - (v) Any time given to the Contractor, or
 - (vi) Any other conditions or circumstances under which, in law, a surety would be discharged.
- (c) Our liability herein under shall be joint and several with that of the Contractor as if we were principal debtors in respect of the said sum of Rs. _____ (Rupees _____ only).
- (d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

IN WITNESS WHERE OF THE common seal of _____
 _____ has been herein affixed this
 _____ day of _____ 200

The common seal of _____ was pursuant to the resolution of the Board of Directors of the Company dated the _____ day of _____ herein affixed in the presence of _____ who, in token thereof, have here to set their respective hands in the presence of.

- 1) _____
- 2) _____

Signature of Contractor No.of Corrections Sect.Engineer Dy.City Engineer City Engineer

DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have based my/our rates for this tender. The specifications, and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I / We undertake to use only the best materials approved by the

City Engineer,
PUBLIC WORKS DIVISION,
AHMEDNAGAR MUNICIPAL CORPORATION,
AHMEDNAGAR

or his duly authorised assistant, before starting the work and to abide by his decision.

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

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

To be filled by the Contractor

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

Name & Signature of Contractor(s)

I Power of attorney holder with complete address.

Signature of Contractor No.of Corrections Sect.Engineer Dy.City Engineer City Engineer

FORM B-1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
--

OFFICE : Ahmednagar Municipal Corporation, Ahmednagar
 Name of Work : **AS PER TENDER NOTICE**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the City Engineer, Public Works Division, Ahmednagar Municipal Corporation, Ahmednagar and signed by the City Engineer.

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the City Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Ahmednagar Municipal Corporation, Ahmednagar during office hours.

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

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed his behalf by a person, holding a power of attorney authorizing him to do so.
 - 2(a) i) The contractor shall be pay along with the tender the earnest money. The contractor may pay the said amount by forwarding along with the tender treasury challan or short term deposit receipt for a period of one year of any scheduled bank for the like amount

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in favour of the City Engineer, Public Works Division, Ahmednagar Municipal Corporation, Ahmednagar 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 right and power of the Government here under, or in law Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

iv) In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall, unless it is prior thereto forfeited under the provision of sub-clause (iii) above, refunded to him on his passing receipt therefore.

3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm by one of the partners or by some other person having authority to give official receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule "B" (memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates / Scheduled rates shall be named. Tenders which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one works but if contractor who wish to tender two or more works, they shall submit separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

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5. The City Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected, the competent officer shall authorise the Treasury Officers Scheduled Bank concerned to refund the amount of earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose off the tender shall have the right of rejecting all or any of the tender.
7. No receipt for any payment alleged to have been made by contractor in regard to any matter relating to his tender or the contract shall be valid and binding on Government unless it is signed by the City Engineer.
8. The memorandum of work to be tendered for and the schedule of material to be supplied by Corporation and their rates shall be filled in and completed by the office of the City Engineer, before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
9. All works be measured net by standard measure and according to the rules and customs of the Corporation and their rates shall be without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
11. Every registered contractor should produce along with his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.
12. All corrections and additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual methods in use in the Ahmednagar Municipal Corporation, Ahmednagar and no proposals to adopt alternative methods will be accepted. The City Engineer's decision as to what is

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the usual method in use in the Municipal Corporation, Ahmednagar will be final.

14. The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of work that remains to be executed in each case on the date of submitting the tender.
15. Every tenderer shall furnish along with the tender, information regarding the income-tax circle or ward of a district in which he is assessed to income tax, the reference to the number of assessment year, and a valid Income Tax Clearance certificate.
16. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the department for the purchase of plant and machinery required for the execution of the work contracted for (GCV/PWD/CFM/1058- 62517 dt 26.9.1959).
17. The contractor will have to construct shade for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at the work site, having double locking arrangement. The materials will be taken for use in the presence of the departmental person. No material will be allowed to be removed from the site of works
18. The contractors shall also give a list of machinery in their possessions and which they propose to use on the work in the form of Form No. **II**.
19. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provision of Contract Labour (Regulation and Abolition Act, 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
20. The contractor shall comply with the provision of the Apprentices Act 1961 and rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and City Engineer, may in his discretion cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

Signature of Contractor No.of Corrections Sect.Engineer Dy.City Engineer City Engineer

TENDER FOR WORKS

Tender No..... Name Of Work

I / We hereby tender for the execution, for the Government of Maharashtra (herein before and herein after referred to as 'Government') of the work specified in the under written memorandum within the time specified in such memorandum at

..... Percent below / above (inclusive of all taxes) the estimated rates entered in Schedule "B" (memorandum show- ing items of works 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 the contract and agree that when materials for the work are provided by the Government, such materials & the rates to be paid for them shall be as provided in Schedule "A" here to.

A) If several sub works are included they should be detailed in seperate list.

MEMORANDUM

a) General Description :

* infigures as well as in words

b) Estimated Cost **Rs.**

c) Earnest Money **Rs.**

d) Security Deposit **Rs.**

i) Cash (Not less than the amount of earnest money) :

ii) To be deducted from current bills **Rs.**

TOTAL AMOUNT : **Rs.**

e) Percentage if any, to be deducted from bills so as to make up the total amount required as security deposite by the time, half the work, as measured by the costs is done 4 % percent

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

C) The amount of earnest money to be deposited shall be in accordance with provision with provision of paras 206 and 207 of M.P.W. Manual.
d) This deposit shall be in accordance with para 213 and 214 of the M.P.W. Manual.

e) This percentage where no security deposite is taken, will vary from 5% to 10% according to the requirement of the case where security deposite is taken, see note 1 to clause 1 of condition of contract

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

2. I / we agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority, Trea- sury or Term Bank Challan No. And date or Deposit at call receipt No. _____

_____ and date _____ in respect to the sum of Rs.

Rs. _____ representing the earnest money is herewith forwarded.

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

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

* Amount to be Specified in words And figures.

*Strike Out (a) if no cash security de-posit is to be taken

Signature of Contractor before submission of tender.

\$ Signature of witness to contractor's signature
*Signature of the officer by whom accepted.

Receipt No. _____ dated _____
from the Scheduled Bank at _____

in respect of the sum of Rs.* _____ is
herewith forwarded representing the earnest money (a) the full
value of which is to be absolutely forfeited to Government
should I/We not deposit the full amount of security deposit
specified in the above memorandum, in the accordance with
clause 1(A) of the said conditions of the contract otherwise
the said amount of

Rs. _____ shall be refunded. Contractor.

Address _____

Dated _____ The _____ day
of _____ 20 _____

(Witness) \$ _____

Address _____

(Occupation) _____

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

Signature of Contractor No.of Corrections Sect.Engineer Dy.City Engineer City Engineer

CONDITIONS OF CONTRACT

Clause 1 :- The person / persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the contest include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the City Engineer concerned up to 15 days if the Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the City Engineer in cash or Govt. Securities endorsed to the City Engineer ,(if deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) (Permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to* FOUR percent 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 FOUR percent of 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 to FOUR percent by deducting a sufficient sum from every such payment at last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed and aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

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

The security deposit will not be accepted in forms of Insurance

Signature of Contractor No.of Corrections Sect.Engineer Dy.City Engineer City Engineer

company bonds as per Government orders contained in No.CCM/PWD/CAT/4250 Dt.27/2/1956. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 50% amount of security deposit shall be refunded along with the payment of the final bill. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, 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)

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to the essence of the contractor) and the contractor shall pay as compensation as amount equal to one percent or such final) may decide of the amount as the City Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tenderer for 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.

Compensation for delay

The programme for completion of work should be given by the contractor in form of bar chart on page No. 23 The contractor is supposed to carryout the work and keep the progress as per bar chart on page No.23

The contractor should complete the work as per phase period given below, which is arrived from the bar chart.

1/4 th of the work in _____ ** 1/4 th of the time

1/2 th of the work in _____ ** 1/2 th of the time

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3/4 th of the work in _____ ** 3/4 th of the time

Full work to be competed in 2 (Two) Calender months

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

The following proporation will usually be found suitable in 1/4, 1/2, 3/4 of the time.

Reasonable progress of earth work, 1/6, 1/2, 3/4 of the total value of the work to be done.

Reasonable progress of masonry 1/10, 4/10, 8/10 of the total value of the work to be done.

In the event of Contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the City Engineer (whose decision in writing shall be fianl) may decide of thesaid estimated cost of the whole work for every day that the due quantity of work remains incomplete provide always that the total amount of compensation to be paid under provi- sion of this Clause shall exceed 10 percent of the estimated cost of the work shown in the Tender.

City Engineer should be the final authority in this respect irrespective of the fact that tender is accepted by City Engineer

Action when whole of security deposit is forfeited.

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

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- a) To rescind the contract (for which rescission notice in writing to the contractor under the head of City Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.
- b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the City Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- c) To order that the work of the contractor be measured upto and take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and 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 City Engineer as to all the cost of the work and other expenses incurred as

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aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to re- cover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the City Engineer 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 contractors the amount of excess shall be deducted from any money due to the contractor, by Government under the con- tract otherwise howsoever or from his security de- posit or the sale proceeds thereof provided, however, that contractor shall have no claim against Govern- ment 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 City Engineer, the contractor shall have no claim to compensation for any loss sustained by him by rea- son of his having purchases or procured any materi- als, or with a view to the execution of work or the performance of the contract.

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Clause 4 :- If the progress of any particular portion of the work unsatisfactory, the City Engineer, shall notwithstanding, that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action and of 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.

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

Clause 5:- In any case in which any of the powers conferred upon the City Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non exercise thereof shall not constitute a waving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the City Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the City Engineer whose certificate thereof shall be final. In the alternative the City Engineer, may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plants, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the City Engineer may remove them at the contractor's expense or sale them

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

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

by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the City Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Clause 7:- On the completion of the work, the contractor shall be furnished with a certificate by the City Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall have the work be considered to the completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge, the said measurements being binding and conclusive against contractor. If the contractor shall fail to comply with requirements of this clause as to the removal of scaffolding surplus materials and Final Certificate

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rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials as aforesaid except for any sum actually realised by

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 work estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill there- fore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payment for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, un- sound, imperfect or unskillful work to be removed or taken away and reconstructed or rejected nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof if any respect or the occurring of any claim nor shall it conclude, determine or affect in any other way, the powers of the Engineer-in-charges 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 the parties.

Clause 9 :- The rates for several items of work 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 specification. In cases, where the items of work are not accepted as so completed by the Engineer-in-charge, he may make payment on account of such

Payment on inter-
mediate certificate
to be regarded as
advances

Payment at re-
duced rates on
account of items of
work not accepted as
completed, to be at
the discretion of
the City Engineer

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items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

Bill to be submitted monthly

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.

Bills to be on printed form.

Clause 12 :- If the specification or estimate of the work provides for the use of any special description of material to be supplied from the stores of the Public Works 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 therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose

Stores supplied by Government

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of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from 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 shall be returned to the Public Works Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

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

Clause 13 :- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractors shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract draw-

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

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ings 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. 100/- per set contract drawings and Rs. 20/- per working drawing except where otherwise specified. The work executal prior permission of City Engineer, AMC have no liability to pay this work. Tenderer should make visit register & quality control register on site & make available original no demand.

Clause 14 :- The Engineer-in-charge shall have power to make any alteration in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection 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 main work, and if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and contractor, whichever are lower. If the additional or altered work for which no rate is entered in the schedule of rates of Division is ordered to be carried before the rates ara agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work. And if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of

Alterations in specifications and designs not to invalidate contracts.

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

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work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto

before the rates shall have been determined as lastly here in before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute, the decision of the City Engineer of the circle will be final.

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

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

Extension of time in consequence of additions or alterations

Clause 15 (1) :- If at any time after the execution of the contract documents the Engineer-in-Charge shall for any reason whatsoever (other than default on the part of the contractor for which the Government is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt 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 City Engineer as

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

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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 aforesaid, on account of any suspension stoppage or curtailment except to the extent specified hereinafter

(2) Where the total suspension of the work ordered as afore- said 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 unex- ecuted part of the work by giving a 10 day's prior notice in writing to the Engineer, within 30 days of the expiry of the said period of the 90 days, of such intention and requiring the Engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligations to com- plete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period 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 matter prejudice the right of the contractor to any further compensation under the remaining provision of the this clause.

(3) Where the Engineer required the contractor to suspend the work for a period in a excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the City Engineer within 30 days of resumption of work after such suspension for payment of compensations 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 and 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 con- secutive or in the aggregate or such suspension or in respect or any suspension whatsoever occasioned unsatisfactory work or

any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

(4) In the event of

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

OR

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

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment to produce to the City 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 of such material at the rates determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The government shall their after take over the material so offered, provided quantities offered are not in excess of the requirement of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer.

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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 caused by or remove and reconstruct the work so speci-

(i) Difficulties relating to the supply of railway wagons, (ii)

Force major.

(iii) Act of God.

(iv) Act of enemies of the State or any other reasonable cause beyond the control of Government.

No claim to compensation on account of loss due to delay in supply of material by Government.

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

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

Time limit for unforeseen claims

Clause 17 :- If at any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of many have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify,

Action and compensation payable in case of bad work.

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fied in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for 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 fixed therefore.

P.W.D. Resolu-
tion No. CAT-
1087/CR-94/
Building-2 dt. 14/
6/1989.

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

Work to be open
to inspection.

Clause 19 :- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered or placed beyond the reach of measurement and shall not cover up or place beyond the reach

Contractor or re-
sponsible agent to
be present.

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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 consent obtained the same shall be uncovered at the contractor's expenses, and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20 :- If during the period of 24 months from the date of completion as certified by the Engineer-in-Charge pursuant to Clause-7 of the contract or 36 months after commissioning the work, whichever is later in the opinion of the City Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the City Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the City Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/ or complete the same as aforesaid as required by the said notice, the City Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at cost of the contractor. The contractor shall forthwith on demand pay to the Govt, the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the City Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of Government, the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter

Contractor liable for damage done and for imperfections.

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become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government. The defect liabilities period in particular for water proofing treatment (Building works) shall be 7 years. For Road & other work Defection period is of 24 months from completion of project.

Clause 21- The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the contract, be supplied from the P.W.D. stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, and whether included in the specifications 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 which under these conditions he is entitled to be satisfied or which he is entitled to be required together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the 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. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with consent of the

Contractor to supply plant, ladder, scaffolding etc.

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

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contractor be paid for compromising any claim by any such person.

List of machinery in contractor's possession and which they propose to use on the works should be submitted along with the tender. Clause 21- The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the contract, be supplied from the P.W.D. stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, and whether included in the specifications 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 which under these conditions he is entitled to be satisfied or which he is entitled to be required together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the 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. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with consent of the

Contractor to supply plant, ladder, scaffolding etc.

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contractor be paid for compromising any claim by any such person.

List of machinery in contractor's possession and which they propose to use on the works should be submitted along with the tender.

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

- (a) Suitable scaffolds shall be provided for workmen for all works that can not be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except.
 - (i) under the supervision of a competent and responsible person; and
 - (ii) as far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and ladders shall.
 - (i) be of sound material.
 - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - (iii) be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be over loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds, special precautions shall be taken to ensure the strength and stability of the scaffold.

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- (g) Scaffold shall be periodically inspected by the competent person.
- (h) Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations here-in-specified.
- (i) Working platform, gangways 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, gangway, working places and stairways at a height exceeding 2 meters, (to be specified)
 - (i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) every working platform and gangway shall have adequate width and
 - (iii) every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.
- (l) When persons are employed on a roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken to prevent the fall of

persons or materials. (to be prescribed).

- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.
- (o) The contractor(s) will have to make payments to the labourers as per Minimum Wages Act.

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

- (a) Hoisting Machine 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 machine and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Government.
- (d) Every chain, ring, 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 appliances operator shall be properly qualified.
- (f) No person who is below the age of 21 years shall be in control of any hosting machine, including any scaffold

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which, or give signals to the operator.

- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used' in hosting 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 preceding regulation shall be plainly marked 'with the safe working load
- (i) In the case of hoisting machine having a variable safe working load, each safe working, load and the conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation(g) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous part or hoisting appliances shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to 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.

Measure for
prevention of
fire

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

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 spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-Charge or such other officer as he may appoint and the estimate of the Engineer-in-Charge subject to the decision of the City Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in the clause 1 or deducted by the Engineer-in-Charge from any sums that may be due or become due from Government to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequences.

person in the employment of Government in any way relating

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

Clause 24 - The employment of female labourers on works of in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labourers with the nearest Employment Exchange.

Clause 25 - No Work shall be done on a Sunday, 1st May, 15th August, 26th Jan without the sanction in writing of the Engineer-in-Charge. No labour on site below 14 years.

Employment of female labour

Clause 26 - The contract shall not be assigned or sublet without the written approval of the City Engineer, AMC and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt 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

Work on Sunday

Work not to sublet

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to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

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

Changes in the constitution of the firm to be notified

Clause 29 :- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the City Engineer, AMC 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 City Engineer

Clause 30 :-

30.1 Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in force, the decision of the City Engineer, AMC of the circle, for the time being shall be final, conclusive, and binding on all parties of the contract upon all question relating to the meaning of the specification, design, drawing, & instructions, here in before mentioned and as to the quality or workmanship, or materials used on the work, or relating to the contract,

Direction and control of the City Engineer

designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute same whether arising, during the progress of the work, or after the completion or abandonment thereof.

30.2 The contractor may within thirty days of receipt by him of any order passed by the City Engineer concerned with the contract, Work Project provided that

- (a) The accepted value of the Contract exceeds Rs. 10 Lacks (Rs. Ten Lacks)
- (b) Amount of claim is not less than Rs. 1.00 lack (Rupees one lack)

30.3 If the contractor is not satisfied with the order passed by the City Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Public Works Department / Irrigation Department who if convinced that prima facie the contractor's claim rejected by City Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decision, (vide PW Circular, No. CAT-1086-CR-110/Bldg-2 dt 7.5.86)

Clause 31 - The contractor shall obtain from the 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 he has obtained permission in writing from, the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-Charge will be debited to the contractor in his account at the rates shown in the schedule, in

Stores of Euro-pean or American manufacture to be obtained from Government.

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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.

Clause 32 :- When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or if the part of work in question is not in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may as his discretion pay the lump sum amount entered in the estimate and certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Lump sums in estimates

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

Action where no specifications

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 constructions, be construct, to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Definition of work

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.

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

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Clause 36 :- All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any shall be paid by contractor. The Royalty Charges towards each category of material as per Govt. Rules and Regulation are to be paid by the contractor to the Competent Authority of respective Department. If contractor fails to do so the same will be recovered from him at prevailing / appropriate rates applicable from time to time as and when required.

Quarry fees and royalties.

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

Compensation under Workmen's Compensation Act.

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

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

- a) The workers shall be required to use the equipments so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

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- 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

Govt.. circular
No.PWD/ CAT/
6076/3336/(400)/
Bldg2 dt 16/8/85.

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

Claim for quantities
entered in the
tender or estimates

Clause 38 :-

- 1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items so long as, subject of any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than Rs. 5,000/-
- 2) The Contractor shall if ordered in writing by the City Engineer to do so, also carry out any quantities in excess of the limit mentioned above in sub clause (i) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the

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market. The said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the works as based upon the schedule of rates applicable to the year in which the tenders were accepted (For the purpose of operation of this clause) this cost shall be worked out from the DSR prevailing at the time of acceptance of tender.

- (3) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 % at the rate of the item specified in the tender is more than Rs.5000/- (The clause is not applicable to extra items).
- (4) This clause is not applicable to extra items.
- (5) There is no change in the rate if the excess is more than 25% of the tendered quantity, but the value of the excess work at the Tendered rates does not exceed Rs. 5000/-
- (6) The quantities to be paid at tendered rate shall include:- (a)
Tendered quantity plus
(b) 25% excess of the Tendered quantity or the excess quantity of the value of Rs.5000/- at the Tendered rates whichever is more.

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

Employment of
famine labour etc

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

Claim for compensation for delay in execution of work

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

conclusive
and
binding on
the
contractor
but such

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

Claim for compensation for delay in execution of work

Clause 43 :-

- (i) No contractor shall employ any person who is under the age of 18 years.
- (ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Newar).
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Engineer-in-Charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the City Engineer, who shall decide the same. The decision of the City Engineer shall be

Entering upon or commencing any portion of work

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

decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Government at the sanctioned tender rates.

Prevention
Ordinance, 1948
as amended from

- (vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- (vii) Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

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

Method of payment

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

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

Acceptance of
conditions compul-
sory before tender-
ing the work

Employment of
scarcity labour

Clause 47 :- The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Govt. 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 the provisions of Hoarding and Profiteering

Maharashtra Govt.
G.R.T No. BDG-
2005/Pra kra 324/
imarti-2, Mumbai
Dtd. 3 March 2006.

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time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price as permissible under the Hoarding and Profiteering Prevention Ordinance, This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

Clause 47 A :- The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of the leviable tax in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Rule 58 of Maharashtra

PWD Government
Resolution No.
CAT/1097/CR-
470/
Bldg.-2 Mantralay
Dtd. 3/3/2006

Clause 48 :- The Rates to be quoted by the contractor must be inclusive of Sales Tax. and VAT Tax. No extra payment on this account will be made to the contractor

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

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

PWD Govt. Reso-
lution CAT/1097/
CR-478/Bldg.-2/
Mantralaya/Dtd.
23rd 1998.

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, obtained the rest of requirements of unskilled the labour from outside the above scheme.

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

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

1) The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the City Engineer, may in his discretion may cancel the contract. The contractor shall also be liable, for any pecuniary liability arising out on account of any violation by him of the provision of the Act.

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

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

PWD Government
Resolution No.
CAT/1284/120/
Bldg.-2 Mantralay
Dtd. 14/8/1985

Clause 53 :- The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and abolition) Rules, 1971 as amended from time to time

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and all other relevant statues and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract labour (Regulation and Abolition) Rules,

PWD Government
Resolution No.
CAT/1274/40364
Desk-2, Mantralay
Dtd. 07/12/1976

1971. If the contractor fails or neglects to pay wages at the said rates or makes short payments and the Government makes such payment of wages in full or part thereof less paid by the Contractor as the case may be, the amount so paid by the Government to such workers shall be deemed to be arrears of Land Revenue and the Government shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Government to the contractor hereunder or from any other amount/s payable to him by the Government.

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Clause 54 :- PRICE VARIATION CLAUSE :-

I. A. If during the operative period of the contract as defined in condition (I) below, there shall be any variation in the Consumer Price Index (New series) for Industrial Workers for the centre as shown as per Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and / or in the wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, or in the prices of Petrol/Oil and lubricants, and main construction materials like bitumen, cement, steel, various types of metal pipes etc. then, subject to the other conditions mentioned below price adjustment on account of

- 1) Labour Component
- 2) Material Component
- 3) Petrol, Oil and Lubricants Component
- 4) TMT and Mild steel component
- 5) Cement Component

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

1) Labour Component	-	K1	:	(%)
2) Material Component	-	K2	:	(%)
3) POL Component	-	K3	:	(%)
4) TMT & Mid Steel Component			:		Actual
5) Cement Component			:		Actual

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

1. Formula for Labour Component :

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

Where,

V_1 = Amount of price variation in Rupees to be Allowed for Labour component.

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

Therno Mechanically treated (TMT) (Structural Steel)	Rs.	Per MT
---	-----	--------

Cement	Rs.	Per MT
--------	-----	--------

K_1 = Percentage of labour component as indicated above.

L_0 = Basic consumer price index for Nashik centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

L_1 = Average consumer price index for Nashik centre for the quarter under consideration.

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(2) FORMULA FOR MATERIAL COMPONENT :

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

where,

V₂ = Amount of price variation in Rupees to be Allowed for Labour Component.

P = Same as worked out for labour component.

K₂ = Percentage of material component as indicated above. M₀
= Basic wholesale price index shall be average wholesale price index for the quarter preceding the month in which, the last date prescribed for receipt of tender, falls.

M₁ = Average wholesale price index during the quarter under consideration.

(3) FORMULA FOR PETROL, OIL AND LUBRICANT COMPONENT.

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

where,

V₃ = Amount of price variation in Rupees to be Allowed for POL Component.

P = Same as worked out for labour component.

K₃ = Percentage of Petrol, Oil and Lubricant Component

P₀ = Average price of HSD at - IOC Mumbai during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

P₁ = Average price of HSD at IOC Mumbai during the quarter under consideration.

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(4) FORMULA FOR TMT AND MILD STEEL COMPONENT.

$$V_5 = \left. \begin{array}{l} So \\ Sl_1 - Slo \\ Slo \end{array} \right\} \times T$$

Where,

V5 = Amount of price variation in Rupees to be allowed for TMT / Mild Steel Component.

So = Basic rate of TMT / Mild Steel in rupees per metric tonne as considered for working out value of P

Sl₁ = Average Steel Index as per RBI Bulletin during the quarter under consideration.

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

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

(5) FORMULA FOR CEMENT COMPONENT

$$V_6 = \left. \begin{array}{l} Co \\ Cl_1 - CIo \\ CIo \end{array} \right\} \times T$$

V6 = Amount of price escalation in Rupees to be allowed for cement component.

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

Cl₁ = Average cement Index published in the RBI bulletin for the quarter under consideration.

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

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

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The following conditions shall prevail :

- ii. The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the City Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the City Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices, L1, M1.C1, P1, & S11 to the levels corresponding to the date from which such compensation is levied.
- iii. This price variation clause shall be applicable to all contracts in B1, B2 and C form but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iv. The price variation under this Clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the contract from B1/B2 respectively. Since the rates payable for extra items or the extra quantities under Clause. 38/37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under Clause 38/37 of the contract from B1/B2 extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.

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- v. ~~This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract. To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other- actual rise or fall in costs.~~

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

Clause 56 :- The Contractor shall engage apprentices such as brick layer carpenter, wiremen, plumber, as well as blacksmith recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talao, Mumbai-400 001. In the construction work. (As per Government of Maharashtra, Education Department No.TSA/5170/T/56689, dated, 7.7.72)

Clause 57

The tendered rates shall be inclusive of all Taxes, Duties, Octroi, Service Tax, Works Contract Tax, as on amended from time to time.

Clause 58 – Appointment of Arbitrator

Arbitrator will not be applied. In case of any dispute, the decision given by the Commissioner, AMC will be final. If at all the contractor goes in the court, in the interest of work, the process of getting work doen from another contractor will be in continuation.

Clause 59

In case of dispute regarding the provisions of any items precedence to decide the provisions will be as below :

i) Provisions in Schedule 'B'

ii) Specifications

iii) Drawin

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-: Name of work :- AS PER TENDER NOTICE

SCHEDULE "A"

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

Particulars	Quantity	Unit	Remarks	
	<table border="1"><tr><td data-bbox="646 516 980 625">NIL</td></tr></table>	NIL		
NIL				

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

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**ADDITIONAL CONDITIS FOR MATERIALS
(Cement, NI., S. HYSD., Bars, etc.) BROUGHT
BY CONTRACTOR**

1. All the materials such as Asphalt, Cement etc. shall be procured by the Contractor from approved Government Institutions or as directed by Engineer-in-charge only. The material shall be brought at the site of work well in advance by the Contractor. The gate pass of the Asphalt, invoice of Cement etc. shall be examined by the authorised representative of the City Engineer
2. The Contractor shall submit periodically as well as on the completion of work, an account of all materials used by him on the work. In addition, a seperate register shall be maintained on site for recording daily itemwise Asphalt, Cement consumption and also itemwise consumption of other materials. This shall be signed daily by Contractor or his representative and authorised representative of the City Engineer
3. All the materials such as Asphalt, Cement etc. shall be procured by the Contractor from approved Government Institutions or as directed by City Engineer only. The materials from any other source in lieu of the approved Institutions shall be allowed except under written permission from the City Engineer, In such case, Certificate for its quality shall be produced by the Contractor and samples of materials shall be tested from any Government Laboratory by the Contractor at his own cost and the test results be supplied to the Department. The materials not confirming to the required standard shall be removed at once from the site of work by the Contractor at his own cost. All the materials such as Asphalt, Cement etc. required for use in the work shall be conforming to the concerned L.S. / M.O.S.T specifications. The Contractor shall get necessary tests carried out to the frequency specified for each material in the specification and submit the test results to the City Engineer or his authorised representative. These materials shall be used on work by the Contractor, only if the test thereof are found satisfactory to the results City Engineer or his authorised representative. For the purpose of daily testing of material, such as metal, sand, rubble etc. The Contractor shall make his own arrangements to install a well equipped Laboratory at the site of work at his own cost. The Contractor shall employ qualified personnel at the site of work at his own cost. The responsibility of carrying out tests to the frequency specified for each material shall rest with the Contractor. The extract of register shall be submitted to the City Engineer with each

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- bill. Copy of register for the entire period shall be submitted along with the final bill.
4. The Contractor shall construct at his own cost shed/sheds as per direction of the Engineer -in-charge of the work for storing the materials and provide double locking arrangements. The Store shed such constructed shall be removed on completion of work. The Contractor shall take all necessary steps to guard the materials brought by him.
 5. The Contractor shall make his own arrangement for the safe custody of the materials brought by him on site of work.
 6. The charges for conveying of materials from the place of purchase by the Contractor to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.
 7. Separate registers shall be maintained by the Contractor on the site for recording detailed itemwise Asphalt, Cement and Steel consumption on the work: These registers shall be signed by Contractor or his authorised representative and got signed from the representative of City Engineer.
 8. The material required only for this work shall be kept in the godown at site. No material shall be shifted out side of the godown except for the work for which this agreement is entered, without prior approval of the City Engineer.
 9. The Contractor shall produce sufficient documentary evidence i.e. bill for the purchase, octroi receipts etc. for the purchase of material brought on the work site at once if so requested by the Department.
 10. All these material i.e. cement, steel etc. shall be protected from any damages rains etc. by the contractor at his own cost.
 11. The Contractor will have to erect temporary shed of approved specifications storing of above materials at work site at contractor's cost having double lock arrangements (By Double lock it is meant that godown shall always be locked by two locks, one lock being owned & operated by Contractor & other by City Engineer of his authorised representative & the door shall be openable only after both locks are opened.)
 12. If required, the weighing of cement bags / steel / bulk asphalt bouzers etc. brought by the contractor shall be carried out by the contractor at his own cost.

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13. The contractor shall not use cement and other material for the item to be executed outside the scope-of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the City Engineer
14. The Government shall not be responsible for the loss in cement, steel, bulk as- phalt etc. during transit to work site The cement brought by the contractor at the work site store shall mean 50 kg. equivalent to 0.0347 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary / controlled concrete, if cement is found short, the shortage / short- ages will be made good by the contractor at his cost.
15. INDEMNITY:- The condition regarding indemnity as defined on Page at Sr. No. 4 will apply mutatis / mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.
16. In case the material brought by the Contractor become surplus owing to the change in the design of the work, the material should be taken back by the Contractor at his own cost after prior permission of City Engineer
17. All empty cement bags shall be returned by Contractor to Department and the City Engineer shall preserve them for one year as token of proof of use of cement in proper proportion in work.

ARRANGEMENT OF MATERIALS

1. While transportation of bouzer a through transport pass should be obtained from the corporation / municipality through which the bouzer is passed and same should be handed over to the authorised person of Department.
2. If there is any doubt regarding the material received, the same should be get tested from the Government laboratory at the cost of the Contractor, and if the results are substandard, the material or the work executed with such material will be rejected.
3. The day to day record of the receipt / utility / balance of material should be kept by the Contractor at plant site / site of work / store and same will be checked by the City Engineer or authorised engineer at any time.
4. The procurement of cement / steel etc. should be from authorised manufactur- ing company and the vouchers regarding purchase thereof shall be submitted to City Engineer
5. The testing charges shall be entirely borne by the Contractor.

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SPECIAL ATTENTION OF CONTRACTOR FOR EXECUTION

Procurement of material :-

1. Department will not supply any material for execution of work such as Cement, Tor Steel, Asphalt etc. The contractor has to arrange the same from his own source. The quality of the material brought to the site by the contractor should be verified through the various tests provided as per relevant Indian Standards at the cost of the contractor.
2. The adjustment for variation in cost prices of Mild steel and Tor steel bars, structural steel, cement (all tested quality) shall be separately made corresponding to the difference in the cost as per the basic price mentioned hereafter and the purchase price of the material subject to limitation of price.
3. The contractor shall construct shed / sheds at his own cost and as per direction of the Engineer-in-charge for storing the materials brought by him and provide double locking arrangements, one lock shall be in the charge of departmental person and material shall be taken for use in presence of the departmental person only.

CONDITIONS RELATING TO INSURANCE OF CONTRACT WORK -

The Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period COMPULSORILY from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is " 264, MHADA, First Floor, Opposite Kalanagar, Bandra (East), Mumbai - 400 051. (Telephone Nos. 022- 265 90 403 1265 90 680 and Fax Nos. 022- 265 92 4611265 90 403) Similarly all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance Policy. Insurance Policy / Policies taken out from any other company will not be accepted. If any Contractor has effected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

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ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

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ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

1. These are to apply as additional condition and specification unless otherwise already provided for contradictorily else where in this contract.

2. CONTRACTOR TO STUDY SITE CONDITIONS :-

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

If he shall have any doubt as to the meaning of any portions of these general conditions or the special condition, the scope of work of the specifications and drawing, 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 City Engineer (in charge of the work) in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

3. DECLARATION OF THE CONTRACTOR :-

The contractor should sign the declaration form.

4. INDEMNITY :-

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

5. DEFINITIONS :-

Unless excluded by or repugnant to the context.

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

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- (b) The expression “City Engineer” as used any where in the tender papers shall mean City Engineer of the Government of Maharashtra who is designated as such.
- (c) The expression “City Engineer” as used in the tender papers shall mean an officer of City Engineer’s rank (by whatever designation he may be known) under whose control the work lies for the time being.
- (d) The expression “City Engineer” or “Engineer-in-charge” as used in the tender papers shall mean the City Engineer of the work for the time being.
- e) The expression “Contractor” used in the tender papers shall mean the successful tenderer whose tender has been accepted and who has been authorised to proceed with the work.
- (f) The expression “Contract” as used in tender papers shall mean the deed of contract together with its original accompaniments and those 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 work ordered in the time and the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description what-so-ever intended or used thereof.
- (h) “Drawing” shall mean the drawings referred to in the specifications and any modifications or such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- (i) “City Engineer’s representative” shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.
- (j) Provisional sum or “Provisional lump sum” shall mean a lump sum included by Government in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
- (k) “Provisional items” shall mean items for which approximate quantities have been included in the tender documents.
- l) The “Site” shall mean the lands and/or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of contract.

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- (m) The "Work" shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- (n) The "Contract sum" shall mean the sum for which the tender is accepted.
- (o) The "Accepting Authority" shall mean the officer competent to accept the tender.
- (p) The "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.
- (q) "Temporary works" shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the works.
- (r) "Urgent works" shall mean any measure which, in the opinion of the Engineer in charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

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

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

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

6. ERRORS OMISSIONS AND DISCREPANCIES :-

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

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the detailed description in specifications of the same items, the latter shall be adopted.

- (b) In cases of discrepancy between percentage rate quoted in figures and words, the lowest of the two will be considered for acceptance of the tender.
- (c) In all cases of omissions and/or doubts of discrepancies in the dimensions or description of the items or specification, a reference shall be made to the City 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.
- (d) The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provision (if any) in the Standard Specifications of Public Works Department Hand Book where reference to such specifications is given without reproducing the details in contract.

7.1 PROGRAMME OF WORK :-

The work is required to be completed within a period as per tender notice (including the monsoon period). Tentative programme may be as per the bar chart.

7.2 (a) Methodology of Construction & Construction Equipments :-

Contractor shall furnish at least 15 days in advance his program of commencement of item 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 and Earth work, W.B.M., Black topping items etc. for Road works supported by necessary detailed drawing and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of the City Engineer well in advance of starting of such item of work. The City Engineer reserves the right to suggest modifications or make complete changes in the method stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered. The side 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 City Engineer

In case of slippage from the approved work program at any stage, the contractor shall

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furnish revised program to make up the slippage within the stipulated time schedule and obtain the approval of the City Engineer to the revised program.

- (b) **Construction Equipments :-** The contractor shall be required to give a trial run of the equipment for establishing their capability to achieve the laid down specifications and tolerance to the satisfaction of the City 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 City Engineer
- (c) **Progress Schedule :-** The Contractor shall furnish within the period stipulated in writing by Engineer-in-charge, a detailed programme schedule using PERT/CPM technique in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit and of the particular items, if any, on the due date specified in the contract and shall have the approval of the City Engineer. No revised schedule shall be operative without such acceptance in writing. The City Engineer is further empowered to ask for more detailed or schedules say weekly for any item or items, in any case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for. The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours for operations to be done under the Government supervision shall be such as may be approved by the City Engineer They shall not be varied without the prior approval of the City Engineer. The Contractor shall provide necessary lighting arrangements etc., for night work, as directed by the City Engineer without extra cost.

Further, the Contractor shall submit the progress of work in prescribed forms and charts etc., at periodical intervals, as may be specified by the City Engineer. Schedule shall be in the form of progress charts, forms, progress statement and/or reports as may be approved by the City Engineer

The contractor shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, personnel etc. as may be specified by the City Engineer and submit periodical returns thereof as may be specified by the City

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8) **AGENT AND WORK ORDER BOOK :-**

The Contractor shall himself manage the work or engage an authorised all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the contractor as his agent for technical matter in case the City Engineer considers this as essential for the work and so directs the Contractor. He will take the orders as will be given by the City Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the City Engineer and his representative on the work site. The contractor shall supply to the City Engineer or his representative the details of all supervisory and other staff employed by the Contractor and notify changes when made and satisfy the City Engineer regarding the quantity and sufficiency of the staff thus employed. The City Engineer will have the unquestionable right to ask for changes in the quality and number of Contractor's supervisory staff and to order removal from work of any such staff. The Contractor shall comply with such orders and effect replacement to the satisfaction of the City Engineer

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

9) **SETTING OUT FOR BUILDING WORKS :-**

The Engineer in charge shall furnish the contractor with only the four corners of work site and the level and bench mark and the contractor shall set out the work and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

The contractor shall provide fix and be responsible for maintenance of all stacks, templates, level marks profiles and other similar thing and shall take all necessary precautions to prevent their removal or disturbances and shall be responsible for the consequence of such removal or disturbances should be the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for maintenance of all existing survey marks , boundary marks, distance marks and

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center line marks either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the City Engineer. The approval therefore or joining with the contractor by the City Engineer in setting out the work shall not relieve the contractor from any of his responsibilities. Before beginning the work, the contractor shall at his own cost provide all necessary references and level posts, pegs, bomboos, flags, ranging rods, strings and other material for proper layout of the work in accordance with the scheme for bearing marks acceptable to the engineer in charge. The center, longitudinal or face lines and cross lines shall be marked by means of small machinery pillars.

Each pillar shall have distinct mark at the center to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the City Engineer in writing, but such approval shall not relieve the contractor from any of his responsibilities. The contractor shall also provide all labour material and other facilities as necessary for proper checking of layout and inspection of the points during construction. Pillar bearing geodatic marks located at the site of units of works under the construction should be protected and fenced by the contractor. On completion of works, the contractor must submit the geodatic documents according to which the work was carried out.

RESPONSIBILITIES FOR LEVEL AND ALIGNMENT :-

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 effectually 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 City Engineer.

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

11. **AUTHORITIES TO 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 materials to be used or work-

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manship employed in connection with the works.

The City Engineer may from time to time, in writing delegate to his representative any powers and authorities vested in the City Engineer or his representative and shall furnish to the contractor a copy of all such delegations of power and authorities. Any written instructions of approval given by the representative of the City Engineer 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 City Engineer or his representative, provided always as follows. Failure of the representative of the City Engineer to disapprove any work or materials shall not prejudice the power of the City Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

12. CO-ORDINATION :-

When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full co-ordination and co-operation between different Contractors to ensure timely completion of whole project smoothly. The schedule dates for the completion specified in each contract shall therefore be strictly adhered to. Each Contractor may make his independent arrangements for water, power, access, housing etc., if they so desire. On other hand the Contractors are at a liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the City Engineer. No Contractor shall take or cause to be taken any step or action that may cause destruction, discontent or disturbance to work, labour or arrangement etc., of other Contractors in project location. Any action by any Contractor which the City 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 as such.

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

13. ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC :-

The City Engineer on 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 con-

trolled materials, permits for quarries and other similar permits etc., where such are needed. The Government will not however be responsible for non-availability of such facility or delay in this behalf and no claims on account of such failure or delays shall be allowed by the Government.

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

14. QUARRIES :-

- 14.1 No P.W.D. quarries are available with this Department. The contractor(s) shall have to arrange the same himself/themselves.
- 14.2 The quarrying operations shall be carried out by the Contractor with proper equipment such as compressors, jack hammers, drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get the required out turn.
- 14.3 The contractor shall carry out the works in the quarries in conformity with all rules and regulations already laid down or that may be laid down from time to time by Government. Any cost incurred by Government due to noncompliance of any rules or regulations or due to damages by the contractor shall be the responsibility of the contractor. The City Engineer or his representative shall be given full facilities by the contractor for inspection at all times of the working of the quarry, records maintained, the stock of the explosive 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 City Engineer or his representative shall at any time be allowed to inspect the work, buildings and equipment at the quarters.
- 14.4 The contractor shall maintain at his own cost the books, registers etc., required to be maintained and as directed by the City Engineer. These books shall be open for inspection at all times by the Engineer-in-charge or his representative and the contractor shall furnish the copies or extracts of books or registers as and when required.
- 14.5 All quarrying operations shall be carried out by the contractor in an organised and expeditious manner, systematically and with proper planning. The contractor shall engage licensed blasters and adopt electric blasting and/or any other approved

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method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine and 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 as modified from time to time shall be strictly adhered to by the contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license or storage of blasting material from the concerned authorities. The contractor must therefore, take timely advance action for procuring all such licenses so that the work progress may not be hampered.

- 14.6 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.
- 14.7 The quarrying operations shall be carried out by the contractor to the entire satisfaction of the City Engineer and the deployment of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the City Engineer, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the contractor's cost.
- 14.8 Since all stones quarried from Government quarry (if made available) by the Contractor including the excavated over burden are the property of the Government, no stones or earth shall be supplied by the Contractor to any other agencies or allowed to be taken away for any other works. All such surplus quarried materials should be handed over by contractor to Government free of cost at quarry site duly heaped at the spots indicated by the City Engineer.
- 14.9 Quarrying permission will have to be directly obtained by the contractors 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 staking material etc. if any to be paid, shall be paid directly by the contractor as per rules in force.

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- 14.10 The contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space in Government area is available for the purpose, his own structures for stores, offices, etc. at places approved by the City Engineer. On completion of the work the contractor shall remove all the structures erected by him and restore the site to its original condition.
- 14.11 The contractor shall not use any land in the quarry either for cultivation or for any other purpose except that required for breaking or stacking or transporting stones.
15. 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 of any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty to the revenue authorities as rules in force and shall submit detailed accounts of materials from quarries as directed.
- (ii) Where no suitable P.W. Department's quarries exist or when the quantity of the material required cannot be obtained from a P.W. Department quarry the contractor or piece worker shall make his own arrangements to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other states or talukas etc. After opening the quarry but before starting collection the quarry shall be got approved by the City Engineer or his representatives. The contractor or piece worker shall pay all royalty charges of obstructions caused to execution of the work by difficulties arising out of private owners of the land will be entertained.
- (iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cart tracks, control charges, Central/state Government or Municipal taxes, Local Board Cess etc.
- (iv) The rates in the tender are for the delivery of the approved material on road side properly stacked at the places specified by the City Engineer and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be entertained.
- (v) No material shall be removed from the land within the road boundary or form

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the land touching it without the written permission of the City Engineer or his authorised agent. If any material is unauthorisedly obtained from such places, the contractor or piece worker shall have to make good the damage and pay such compensation, in addition as may be decided by the City Engineer and will have to stop further collection.

(vi) Any material that falls on any Public Works Department Road from the cart etc. during conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident etc. Any such materials causing obstruction or danger etc. will be got removed departmentally at his cost and no 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 materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods to be buried under the land slide etc. of the slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.

16. TEMPORARY QUARTERS AND SITE OFFICE :-

- (i) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the City Engineer
- (ii) The contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Executive Engineer's representative. The covered area exclusive of verandah should not be less than 400 Sqft. It may have brick walls and asbestos or corrugated iron roof, paved floor should be 18" above ground level. He should provide a suitable latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

17. TREASURE TROVE :-

In the event of discovery by the Contractor or his employees during the progress of the

work of any treasure, fossils, minerals or other articles of value or interest, the contractor shall give immediate intimation thereof to the Engineer-in-charge and forthwith hand over to the City Engineer such treasure or other things which shall be the property of the Government.

18. **Patented Devices Materials and Process :-**

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

19. **EXPLOSIVES :-**

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

20. **DAMAGE BY FLOODS OR ACCIDENTS :-**

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

21. **POLICE PROTECTION :-**

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

such protection shall be borne by the contractor.

22. SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

22.1 SUPERVISION :-

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

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

22.2 INSPECTION :

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

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

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23. INITIAL MEASUREMENT FOR RECORD :-

Where for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same recorded as in the authorised field book, measurement book of Government by the City 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 in 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 City Engineer as to the basis of taking measurements. Likewise the Contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by himself and authorised representative of the City Engineer. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

24. SAMPLES AND TESTING OF MATERIAL :-

- i) All materials to be used on the work shall be got approved in advance from the City Engineer and shall pass the test or analysis required by him which will be (a) As specified in the specification for the items concerned and/or
 - (b) Red Book
 - (c) As specified by the Indian Roads Congress Standard Specification and code of practice for Roads and Bridges Fourth Revision Section 900.
 - (d) I.S.I. specifications (whichever and wherever applicable) or
 - (e) Quality Control for Road work.
 - (f) such recognised specifications acceptable to City Engineer as equivalent there to or in absence of such authorised specification.
 - (g) such requirement test and / or analysis as may be specified by the City Engineer in order of precedence given above.
- ii) The Contractor shall at his risk and cost make all arrangements and / or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for tests or analysis at such time and to such places as may be directed by City Engineer and bear all such charges. Such samples shall also be deposited with the City Engineer
- iii) The Contractor shall, if and when required, submit at his cost the samples of the materials to be tested or analysed and if so directed, shall not make use of or

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incorporate in the works any material to be represented by the samples until the required test or analysis have been made and the materials finally accepted by the City Engineer

- 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 measure required to be taken on account of and as a result of testing of the materials.
- v) The contractor or his authorised representative will be allowed to remain present in the department laboratory while testing the samples furnished by him. However the results of all the tests carried out in the departmental laboratory whether in the presence or in absence of the contractor or his authorised representative will be binding on the contractor.
- vi) The contractor shall at his own cost set up laboratory to carry out the routine tests of construction materials listed above which are to be used on the work. 50% tests shall have to be carried out in his field laboratory and 50% in Quality Control laboratory. In case where there is no field laboratory 100% tests shall be carried out in the nearest quality control laboratory the Department.
- vii) 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 authorised representative of the Engineer-in-charge at the nearest approved laboratory. If additional testing other than as required by specification is ordered, the testing charges, shall be borne by the Department, if the test results are satisfactory and by the contractor if the same are not satisfactory.
- viii) In case of materials supplied by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the testing results are satisfactory and by the Department if the same are not satisfactory.

Appendix 'A' - QUALITY CONTROL TESTS & THEIR FREQUENCIES

Sr.No.	Material	Test	Frequency of Testing	Remarks
1	Sand	i) Fineness Modulus ii) Silt content	At the beginning & if there is change in source	
2	Masonry Stone	i) Comp. strength ii) Specific Gravity iii) Water Absorption	A set of 5 stones for each quarry & for doubtful quality	
3	Metal	i) Crushing value ii) Impact value iii) Abrasion value iv) Water absorption	One test per 200 cum or part thereof	P.W.D. Handbook I.S. 2386 Part II

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		v) Flakiness Index vi) Stripping value vii) Gradation		
4	Bricks	i) Crushing Strength ii) Water absorption	A set of 15 Bricks for each 50,000 Consignment or part thereof	I.S. 1077
5	Manglore Tiles	i) Breaking load ii) Water absorption	A set of 6 Tiles for each 50,000 Tiles or part thereof	I.S.I. 654-1972
6	Flooring Tiles	i) Flexural strength ii) Water Absorption	A set of 12 Tiles for each 2000 Tiles or part thereof	I.S. 1237-1989
7	Glazed Tiles	Water Absorption	A set of 16 Tiles for each 200 Tiles or part thereof	I.S. 777
8	Cement Concrete	Comp. Strength	Upto 5 cum. – 1 set 15 cum – 2 sets 16-30 cum – 3 sets 31-50 – 4 sets 1 & above – 4 sets 1 additional 50 cum or part thereof	MOST Specification 1716
9	Cement Concrete	i) Comp. strength ii) Initial setting time iii) Final setting time iv) Specific Gravity v) Soundness vi) Fineness	One test for each consignment of 50 M.T. (1000 bags) or part thereof	I.S. 269,12269
10	Steel	i) Wt. per meter ii) Ultimate Tensile stress iii) Yield stress iv) Elongation	One test for every 5.0 M.T. or part thereof for each diameter	I.S. 432
11	Granular	i) Gradation ii) Aterberg limits iii) Moisture content prior to compaction iv) Density of compacted layer v) C.B.R.	One test per 200 cum. One test per 300 M3 One test per 250 M3 as required	MOST Specification Table 900-3
12	Lime/Cement stabilised soil sub base	i) Quality of Lime/Cement ii) Degree of pulverisation iii) Lime/Cement	1 test of each consignment Min.1 test per 5 M.T. periodically as considered necessary Regularly, through procedural checks. As required One test per 250 m2	MOST Specification Table 900-3

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		iv) CBR or unconfined comp. site. Test on a set of 3 specimens	One test per 500 m ²	
		v) Moisture content prior to compaction vi) Density of compacted layer		
13	Water Bound Macadam	i) Aggregate Impace value ii) Gradation iii) Flakiness index & Elongation index iv) Atterbeg limits of protion of aggregates passign 425 Micron v) Atterberg limits of portion of aggregates passign 425 Micron	1 test per 200 cum 1 test per 100 cum 1 test per 200 cum One test per 25 m ³ of binding material One test per 100 cum	MOST-Specification Table 900-3
14	Wet Mix Macadam	i) Impact value ii) Gradation iii) Flakiness Index & Elongation Index iv) Atterberg limits of portion of aggr. Passing 425 mix v) Density of compacted layer	1 test per 200 cum 1 test per 100 cum 1 test per 200 cum One test per 100 cum One test per 100 cum	MOST-Specification Table 900-3
15	Prime coat / tack coat / Fog spray	i) Quality of binder ii) Binder Temperature iii) Rate of spread of binder	No. of samples per lot and tests as per Is-8887 as per IS-73, Is-217 and IS – 8887 as aplicable At regular close intervals 1 test per 500 m ² and not less than two tests per day	MOST-Specification Table 900-4
16	Seat Coat / Surface Dressing	i) Quality of binder ii) Impace value / Los angles Abrasin value iii) Flakiness & Elongation Index iv) Stripping value of aggr. (Immersion tray test) v) Water Absorption vi) Water sensitivity of mix	Same as mentioned under Sr.No.1 1 test per 50 cum 1 test per 50 cum initially 1 set of 3 representative samples for each source of supply. Subsequently by change in the quality of aggregates 1 test per 25 cum Initially 1	MOST-Specification Table 900-4

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		<p>vii) Gradation</p> <p>viii) Soundness</p> <p>ix) Temp. of binder</p> <p>x) Rate of speed of materials</p> <p>xi) Percentage of fractured faces</p>	<p>determination by each source of supply. Then as warranted by change in the quality of aggregate.</p> <p>At regular close intervals</p> <p>1 test per 500 m2 and not less than two tests per day when gravel is used, one test per 50 cum</p> <p>One test per 500 m2</p>	
17	Open graded premix surfacing / close graded premix nsurfacing	<p>i) Quality of binder</p> <p>ii) Impact / abrasion value</p> <p>iii) Flakiness & Elongation Index</p> <p>iv) Stripping value</p> <p>v) Water Absorption</p> <p>vi) Gradation</p>	<p>Same as per Sr.No.16</p> <p>do</p> <p>do</p> <p>do</p> <p>do</p> <p>do</p>	MOST-Specification Table 900-4
		<p>vii) Water sensitivity of mix</p> <p>viii) Soundness</p> <p>ix) Temp. of binder</p>	<p>do</p> <p>do</p> <p>At regular closes intervals</p>	
		<p>x) Binder of content</p> <p>xi) Rate of spead of mixed materials</p> <p>xii) % of fractural faces</p>	<p>1 test per 500 m3 & not less than 2 tests per day</p> <p>Regular control through checks of layer thickness</p> <p>do</p>	
18	Bituminious Macadam	<p>i) Quality of binder</p> <p>ii) Impact / Abrasion value</p> <p>iii) Flakiness & Elongation Index</p> <p>iv) Stripping value</p> <p>v) Water Absorption</p> <p>vi) Gradation</p> <p>vii) Water sensitivity of mix</p> <p>viii) Soundness</p> <p>viii) % of Fractural faces</p> <p>ix) Gradation</p> <p>x) Binder content & aggrt. Grading</p>	<p>do</p> <p>do</p> <p>do</p> <p>do</p> <p>do</p> <p>do</p> <p>do</p> <p>do</p> <p>do</p> <p>do</p> <p>2 tests per day per plant both on individual constituents & mixrd aggregates from dryer periodic subject to minimum of 2 tests</p>	MOST-Specification Table 900-4

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		xi) Control of temp. of binder 7 aggregates for mixing & of the mix at the time of laying & rolling xii) Rate of spread of mixed material xiii) Density of compacted layer	per day per plant At regular close intervals Regular control through checks of layer thickness One test per 250 sqm	
19	Bituminous penetration macadam, Built up spray grout	i) Quality of binder ii) Impact / Abrasion value iii) Flakiness & Elongation Index iv) Stripping value v) Water Absorption vi) Soundness vii) % of Fractural faces ix) Gradation x) Temp. of binder xi) Rate of speed of mixed materials	Same as per Sr.No.15 1 test per 200 cum do do do do 1 test per 100 cum At regular close intervals Same as per Sr.No.16	MOST-Specification Table 900-4
20	Dense Bituminous Macadam/Semidense Bituminous concrete/Bituminous Concrete	i) Quality of binder ii) Impact / Abrasion value iii) Flakiness & Elongation Index iv) Stripping value v) Soundness vi) Water Absorption vii) % of Fractural faces viii) sand Equivalent test ix) Plasticity Index x) Mix Grading	same as per Sr.No.15 do do do do do do As required As required	MOST-Specification Table 900-4
		x) Binder content	one set of test on individual constituents & mixed aggregates from dryer for	
		xi) Stability of mix xii) Water sensitivity of mix xiii) Swell test of mix xiv) Control of Temp. of binder in boiler, aggr. In dryer and mix at the time of laying & rolling xv) Control of binder content	each 400 tonnes of two tests per plant per day For each 400 tonnes of mix products Same as per Sr.No.16 As required for Bituminous concrete As regular close intervals 1 test for each 400	

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		& grading of mix xvi) Rate of spread of mixed material	tonnes of mix subject to a minimum of two tests per day per plant regular control through checks on the wt. mixed material & layer thickness 1 test per 250 sqm Area	
21	Mastic Asphalt	i) Quality of binder ii) Impact/Abrasion value iii) Flakiness & Elongation Index iv) Stripping value v) Water sensivity of mix vi) Water Absorption vii) Soundness viii) % of Fractural faces ix) Grading of aggregates x) Binder content & aggrt. Grading xi) Control of temp. of binder & aggregates for mixing & of the mix at the time of laying & rolling xii) Rate of spread of mixed material	Same as per Sr.No.15 Same as per Sr.No.16 Same as per Sr.No.16 Same as per Sr.No.16 Same as per Sr.No.16 Same as per Sr.No.16 Same as per Sr.No.16 Same as per Sr.No.16 2 tests per day per plant both on individual constituents & mixrd aggregates from dryer periodic subject to minimum of 2 tests per day per plant At regular close intervals regular control through checks of layer thickness	MOST-Specification Table 900-4
22	Mastic Asphalt	i) Quality of binder ii) Filim Stripping test	Same as per Sr.No.15 Initially one set of 3 representative specimens for each source of supply, then as warranted by changes in quality of aggregate	MOST-Specification Table 900-4
23	Mastic Asphalt	i) Softing point ii) Penetartion at 25 0c & 40c iii) Elastic Recovery iv) Ductility v) Flash point vi) viscosity	Initially one submission thereafter daily if site blended, weekly if preblended. do do do do Initially one submission thereafter	

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			daily if site blended, weekly if preblended	
		vii) Thin film oven test, penetration, softening point Elastic Recovery of residue, loss on heating	do	
24	Thermoplastic paint	iv) Glass bead contents and grading	do	
		ii) Reflectance & Yellowness index iii) Flowability iv) Softening Point v) Drying	do do do do	
25	Interlocking concrete paving block	i) Compressive strength ii) Water absorption iii) Flexural Test iv) Resistance to wear	A set of 8 blocks for every 10000 blocks do do do	

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25. CEMENT CONCRETE :-

25.1 General :-

- a) All concrete shall be controlled and machine mix unless otherwise directed by City Engineer or his representative. For controlled or High grade concrete, the grading of aggregates shall be got approved from the City Engineer
- b) The correct proportions and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility regarding the minimum works strength requirements. Work test shall be taken in accordance with relevant codes specifications. All proportioning of aggregates shall be done by weight if so ordered by the City Engineer
- c) All mixing shall be done by mechanical means in approved mixers. The Engineer may at his discretion, allow in writing hand mixing of concrete for minor items where small quantities are involved but in that case the contractor shall increase the cement content of the mixture by 10% without any extra cost.
- d) The form work used shall be made preferably of steel or with lining of steel. Wooden shuttering may be allowed at the discretion of the Engineer. e.g. lintels small slabs and beams coping etc.
- e) The concrete shall be mechanically vibrated for proper compaction by the method approved by the City Engineer
- f) The concrete shall be cured only by a sweet potable water for full 21 days after the time or the period specified in the detailed specification or as may be directed by City Engineer or his representative

26. MISCELLANEOUS :-

1. Rates shall be inclusive of S.T. General Tax and other Taxes etc.
2. For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later refilling up with bricks or stone chipping, cement mortar without any extra cost.
3. 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 to pay such rates if any are payable as mutually agreed between them. The department will afford the Contractor all the

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reasonable assistance to enable him to obtain Government land for such purpose on usual terms and conditions as per rules of Government, if such land is available.

4. The special provisions in detailed specifications or wording of any item shall gain precedence over the corresponding contradictory provisions (if any) in the Standard Specifications, P.W.D. Hand Book where reference to such specification is given without reproducing the details in contract.
5. Suitable separating Barricades and enclosures shall be provided to separate material brought by contractor and material issued by Government to contractor under Schedule 'A'. Same applied for the material obtained from different sources of supply.
6. The stacking and storage of construction materials at site shall be in such a manner as to prevent deterioration or infusion, of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the contractor to protect the material against atmospheric actions, fire and other hazards. The material likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, such heavy materials shall be stored on paved platforms.
7. For Road and Bridge works the contractor shall in addition to the specifications cited here comply with requirements of relevant I.R.C. Code practice.
8. The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.
9. If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Contractor with the help of the department at his own cost.
10. Defective work is liable to be rejected at any stage. The contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.
11. In the Schedule 'B' the work has been divided in to sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.
12. General directions or detailed description of work, materials and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section Clause(s) of the General

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specifications in accordance with which the work is to be carried out.

13. In the absence of specific directions to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant, overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General Condition of contract.
14. The quantities set down against the item in the Schedule 'B' are only estimated quantities of each kind of work included in the contract and are not to be taken as a guarantee that the quantities in the schedule will be carried out or required or that they will not be exceeded.
15. All measurements will be made in accordance with the methods indicated in the specifications and read in conjunction with the General Conditions of Contract.
16. The details shown on drawing and all other information pertaining to the works shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the Government during execution. The contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.
17. The recoveries, if any, due from contractor will be effected as arrears of land revenue through the Collector of the District.
27. PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELEC. CABLES AND WATER SUPPLY LINES :-

During the execution of work it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines, etc. it will, therefore, be the responsibility of the contractor to protect them carefully. All such cases should be brought to the notice of the City Engineer by the contractor and also to the concerned Department. Any damage what-so-ever done to these cables and pipelines by the contractor shall be made good by him at his cost.
28. MEDICAL & SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR
 - (a) The contractor shall provide an adequate supply of water for the use of labourers on work and in camps.

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- (b) The contractor shall construct trench or semi-permanent latrines for the use of the labours. Separate latrines shall be provided for men and women.
- (c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the Labourers according to the following specifications.
1. Huts of Bamboos and Grass may be constructed.
 2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of tank, jungle grass or woods should be particularly avoided, Camps should not be established close to large cuttings of earth work.
 3. The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be procured particular attention should be given to the drainage.
 4. There should be no over crowding. Floor space at the rate 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 and pay assessment for it, if made available by Government.
 6. The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
 7. The contractor shall make sufficient arrangement for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose off this waste in such way as not to cause any nuisance.
- (d) The contractor shall engage a Medical Officer with a travelling dispensary for a Camp containing 500 or more persons if there is no Govt. or other private dispensary situated within 8 kilometers from the Camp. In case of emergency the contractor shall arrange at his cost for transport for quick medical help to his sick worker.
- a) The contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged.
- (f) The assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary convenience, the camp site accommodation and food supply shall be followed by the Contractor.

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- (g) The contractor shall make arrangements for all antimalaria-measures to be provided for the labour employed on the work. The antimalaria measure shall be provided as directed by the Assistant Director of Public health.

29. SAFETY CODE :-

Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders.

When ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 to 4 (1 horizontal and 4 vertical).

Scaffolding or staging more than 3.25 metres above the ground or floors, swing or suspended from an overhead support or erected with stationery supports, shall have a guard rail properly attached, bolted, braced and otherwise as- sured at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or is more than 3.25 metres above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.

Every opening in floor of the building or in a working platform shall be provided with suitable protection to prevent fall of persons or materials by providing suitable fencing or railing with minimum height of 1 metre.

Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length, width between side rails in around ladder shall in no case be less than 30 cms. for ladders upto and including 3 metres in length. For longer ladders this width shall be increased at least 6 mm. for each additional 30 cms. of length. Uniform step spacing shall not exceed 30 cms.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be stacked or placed as to cause danger or

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

EXCAVATION AND TRENCHING :-

All trenches, 1.5 metres or more in depth, shall at all times be supplied with at least one ladder for each 30 metres in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 metre above surface of the ground, sides of a stretch which is 1.5 metres or more in depth shall be bracing, so as to avoid the danger of sides collapsing. Excavated materials shall not be placed within 1.3 metres of edge of trench or half of depth of trench whichever is more. Cutting shall be done from top to bottom under no circumstances shall undermining or undercutting be done.

DEMOLITION :-

Before any demolition work is commenced and also during the process of the work :-

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain electrically charged.
- c) All practical steps, shall be taken to prevent danger to person employed, from risk of fire or exploding or hoarding. No floor, roof or other part of a building shall be so overloaded with debris of materials as to render it unsafe.

All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials cement and lime mortars concrete shall be provided with protective footwear and protective goggles.

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- b) Those engaged in handling any materials, which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyeshields.
- d) Stone breakers shall be provided with protection goggles and protective clothing and seated at sufficiently safe intervals.

- e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- f) The contractor shall not employ, men below age of 18 and women on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken.
- (i) No paint containing lead or lead product shall be used except in the form of paste or ready made paint.
 - (ii) Suitable face masks shall be supplied for use of workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - (iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- g) When work is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- Use of hoisting machines and shackle including their attachments, anchorage supports shall conform to the following :-
- a) (i) These shall be of good mechanical construction round materials and adequate strength and free from potent defects and shall be kept in good repair and in good working order.
 - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from potent defects.
 - b) Every crane driver or hoisting, appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding.

- c) In case of every hoisting machine and of every chain ring hook, shackle ownel and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load.

In 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. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- d) In case of departmental machines safe working load shall be notified by the City Engineer. As regards contractor's machines the contractor shall notify safe working load of each machine to the City Engineer or his representative when- ever, he brings it to site of work and get it verified by the Engineer-in-charge. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with descent of load. Adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced, when workers are employed. On electrical installations which are already energised insulating materials wearing approved such as gloves, sleeves and coats as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the contractor.

- i) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the City Engineer or his representatives and the inspecting officers.
- ii) Failure to comply with the provision hereunder shall make the contractor liable to pay to the Department as penalty an amount not exceeding Rs. 50/- for each default and decision of the City Engineer shall be final and binding.

Not with standing the above conditions 1 to 14 the contractor is not exempted from

the operation of any other Act or Rules in force.

30. SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK :-

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

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

- (i) General works such as setting out, clearance of site before setting out and clearance of works after completion.
- (ii) A detailed programme for the construction and completion of the work (using CPM/PERT techniques) giving, in addition to submission and approval of materials, procurement of critical materials and equipment, fabrication of special products/ equipment and their installation and testing and for all activities of the employer that are likely to effect the progress of work, etc. including updating of all such activities on the basis of the decisions taken at the periodic site review meeting or as directed by the Engineers.
- (iii) Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the Provisions of the contract.?
- (iv) Design of mixes as per the relevant clauses of the specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant Clauses of these specifications to be submitted to the Engineer for his approval before use of the work.
- (v) Detailed design calculations and drawings for all Temporary Works (such as formwork, staging, centering, specialised constructional handling and launching equipment and the like).
- (vi) Detailed drawings for templates, support and end anchorage, details for pre-stressing cable profiles, bar bending and cutting schedules for reinforcement,

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material lists for fabrication of structural steel etc.

- (vii) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provisions of the Specifications.
- (viii) Testing of various finished items and materials including bitumen, cement, concrete, bearings as required under these specifications and furnishing test reports/certificates.
- (ix) Inspection Reports in respect of formwork, staging, reinforcement and other items of work as per the relevant specifications.
- (x) Any other data which may be required as per these Specifications or the conditions of contract or any other annexures/ schedules forming part of the contract.
- (xi) Any other item of work which is not specifically provided in the Bill of Quantities but which is necessary for complying with the provisions of the contract; and
- (xii) All temporary works, formwork and false work.

Portions of road works beyond the limits and or any other work may be got constructed by the Employer directly through other agencies. Accordingly, other agencies employed by the Employer may be working in the vicinity of the work being executed by the contractor. The contractor shall liaise with such agencies and adjust his construction programme for the completion of work accordingly and no claim or compensation due to any reason whatsoever will be entertained on this account. The Employer will be indemnified by the contractor for any claims from other agencies on this account.

31. PAYMENTS :-

- a) **RUNNING BILLS:-** Two payments in a month will be granted by the City Engineer if the progress is satisfactory. Contractor should submit bills to the City Engineer in appropriate forms.
- b) **FINAL BILL :-** The contractor should submit final bill within one month after completion of the work with complete drawings and the same will be paid within 1 months if it is in order. Disputed items and claims if any shall be excluded from the final bill and settled separately later on.

32. HANDING OVER OF WORK :-

All the works and materials before finally taken over by Government, will be the entire liability of the contractor for guarding, maintaining and making good any

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damages of any magnitude. Interim payments made for such work will not alter this position.

33. CLAIMS :-

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

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

34. MAINTAINANCE :-

- 34.1 The Contractor shall maintain the finished surface of the road for a period of 2 years after the completion of work without any extra cost to Government irrespective of the designs. Standard and specifications and the actual traffic etc. The Contractor shall get the pot holes filled up with asphalt mix materials and keep the road surface in good condition through out the year. 5% amount of the total work done shall held from running account bills for 24 months from the date of actual completion of work as maintainance charges of maintainance charges shall be allowed to be replaced with bank guarantee or other recognised from at intermediate stage, is so desired writing . This maintainance charges shall be in addition to security deposit.
- 34.2 On completion of the work in all respect necessary certificate will be issued by the concern City Engineer and the defect liability period will be counted from the date of issue of such certificates.
- 34.3 All damages during execution shall be made by the Contractor at his cost. He will be responsible for any damages road surface including B.T. surface in rainy seasons and during constructions and guaranted maintainance period and no seperate payment will be made for restoring damages.
- 34.4 Defective work is liable to be rejected at any stage. The Contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for such rectification.
- 34.5 In super session to whatever has been defined in Clause 10 and 11 B-1 agreement from or else where in the N.I.T. documents, the Contractor shall submit detailed measurements of work done along with each monthly bill and final bill. The City

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Engineer or his representative shall effect necessary checking of the measurements and then effect payment within 10 days of submission of measurements, if possible. If it is proved that the measurements are mindfully and swollen incorrect / inelevant the City Engineer shall deduct 25% of the actual payment due, towards compaction for avoidable labour enforced.

35. Working Drawings : The Contractor shall submit two sets of working drawings on the base of which the measurements as aforesaid, shall be based.
36. Technical Completion Report : The Contractor shall submit Technical Completion report along with his final bill, which shall include. i)
- Detailed measurements.
 - ii) Working Drawings.
 - iii) Details of material brought on site and consumed in the work, which shall also indicate standard consumption and deviation, if any, with reasons.
 - iii) Test results of all materials used in work with an abstract of total tests carried out and required as per frequency of tests as laid down in the relevant M.O.S.T specifications.
 - iv) Rougho-metre survey data as laid down in acceptance criteria, v) Design calculations / Job-Mix formula etc.
 - vi) Maintenance-manual.

37. QUALITY ASSURANCE AND MAINTENANCE

(For Works Costing more than 100 Lakhs) :

1. Ensure the specified quality of work which will also include necessary surveys, temporary works, etc. the Contractor shall prepare a quality assurance plan and get the same approved from the City Engineer or his representative 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 qualification, job descriptions defining the functions of reporting, supervising, inspecting and approving. The Contractor shall also submit a list of tools, equipment and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and/ or in the laboratory and monitoring. The Contractor shall modify/supplement the organisation chart and the list of machinery, equipment, etc. as per the direc- tions of the City Engineer and shall deploy the personnel and equipment on the field as per the approved chart and list

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respectively. The Contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specification. He will have to get these approved from the City Engineer. The quality of the work shall be properly documented through certificate, records, checklists and logbooks of results, etc. Such records shall be compiled from the 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 City Engineer.

2. Where the work is to be done on lumpsum basis on Contractor's design the Contractor shall prepare and submit a maintenance manual giving procedure for maintenance, with the periodicity of maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. He shall also include in the manual the specifications for maintenance work that would be appropriate for his design and technique of construction. This manual shall be submitted within the contract period.
38. **Photographs :** Stores to observe the progress of work at different stages of execution of works the contractor shall take out coloured photograph at 3 stages i.e. 1) Before execution 2) During execution 3) after completion of work
Contractor shall take out at least 15 photographs different location of each sub-works at each stage. The photographs will be of post card size same shall be submitted along with the running bill in duplicate. No extra cost shall be paid to the contractor on this account.
39. **SUPPLEMENTARY SPECIFICATION OF SCHEDULE "B"**
(To be referred with schedule "B" and its specifications)
 1. The specification Nos. mentioned in column No.3 are as per number given in the specification book of Ministry of Surface Transport edition 1995.
 2. Any other specification or specifications not mentioned there in but which in the opinion of the City Engineer or his representative are applicable during the execution of the particular items will have to be strictly adhered to, at no extra cost.
 3. As regards with item in tender proper of levels, temperature, quality, quantity, consistency etc. should be maintained jointly by the contractor or his authorised representative and City Engineer or his representative
 4. The Quarry considered for this work are within reasonable leads. Only the approved

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rubble/ metal/ murum or rubble required for crusher from this quarry will be permitted to be used.

If the contractor desires to bring the materials from any other quarry, he should obtain specific approval for the use of material from that quarry from Engineer- in-charge. Unless the approval to the source of supply of material from proposed quarry is obtained by the contractor, the department will not be responsible for the payment of work done. The contractor should also ensure that no other unapproved material is used or mixed in the loads delivered on site. The quality control tests as per specifications should be carried out at plants as well as at site of work and the contractors or his authorised representative should sign the test results on each working day.

40. LIST OF EQUIPMENT FOR FIELD LABORATORY

SR.	NAME OF EQUIPMENT	NO. REOUIRED
.	IS sieves, 45 cm. dia G.I. Frame with lid and pan (40mm, 20mm, 10mm, 4.75mm)	1 set
2.	Pan balance 15kg. capacity with set of weights.	1 Nos.
3.	Impact test equipment	1 Nos.
4.	Flakiness Index gauge	1 Nos.
5.	Slump cone and tamping rod-mould.	1 Nos.
6.	Concrete cube moulds i)15x15x15cm ii) 7.07 x 7.07 x 7.07 cm.	12 Nos.
	Measuring cylinders (1000ml, 500ml, 250ml, 100ml.)	12 Nos.
7.	Test Trays	4 Nos.
8.	Steel Tape	3 Nos.
9.	Compression Testing Machine	1 Nos.
10.	Set of IS sieves, 45 cm dia, G.I. frame	1 Nos.
11.	125 mm, 100 mm, 90 mm, 80 mm, 68 mm, 65 mm, 63 mm, 45 mm, 40 mm, 37.5 mm, 26.5 mm, 25 mm, (23 Nos.) 22.4 mm, 20 mm, 19 mm, 13.5 mm, 11.2 mm, 6.3 mm. 6mm, 5.6 mm, & 4.75 mm Lid and pan (coarse sieves)	1 Set
12.	IS sieves, 23cm. dia brass frame 2.8mm, 2.86 mm, 1.18 mm. 710 mic., 600 mic. 425 mic. 356 mic, 300 mic, 180 mic, 150 mic, 75 mic, with lid and pan Vernier calper Weighing Balance	1 set
13.	Weighing Balance	2 No.
14.	Electronic Balance 2000 gms.	100 Kg
15.	Britalness Test apparatus	1 No.
16.	Chatelier Test Mould	1 No.
17.		1 No.

The above listed equipments conforming to relevant IS specification are required to be supplied by the contractor and installed at the field laboratory. The field laboratory shall be manned by the adequately qualified technical staff. The field laboratory shall be provided with amenities like water supply, electric supply etc. The -cost of the equipment and also the salaries of the personnel manning the laboratory shall be considered as incidental to the work and no seperate payment will be made for the same to the contractor.

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43. ADDITIONAL SPECIFICATIONS FOR ANTI - TERMITE TREATMENT

- 1] The Antitermite treatment is a chemical barrier between building and the natural soil. The natural soil contains the colonies of termites, hence the natural soil is treated by poisonous chemicals.
- 2] Material :- The following chemicals are used in water by achieving percentage of concentration

Sr. No.	Chemical	Relevant I.S.	Concentration volume
1	Chloropyriphas	I.S. 1307:1982	0.50%
2	Heptachlor	I.S. 6439:1972	0.50%
3	Chlordane	I.S. 1682:1966	1.00%

Chemicals are available in market in various concentrations. To achieve the desired percentage of concentration, water should be added in required proportions. E.g. To dilute chemical having 30 % concentration, 59 parts of water should be added to one part of chemical thus achieving 0.50 % concentration.

Application of emulsion should be as per I.S.6313, Part-II-1981. All safety precautions to be taken as per I.S. Preferably specialised agency should be appointed for operation. Treatment to the surface of earth shall be done before starting of concrete work etc. The treatment should be done to the surface as below :-

- 1) Bottom and sides of excavation made for masonry and concreting. Rate of application shall be 5 litres per Sq.mt. of surface Area.
- 2) Surface area of immediate contact of concrete or masonry which is to be covered by backfill or earth filling. Rate of application shall be 7.50 litres per Sq.mt. of surface area.
- 3) For R.C.C. Foundations and basements :- The treatment shall be for the depth of 500 mm below ground only. No treatment is necessary for deeper than 500 mm below ground level except for refill ground. The rate of application shall be 7.50 litres per Sq.mt. of surface area.
- 4) For Plinth filling, the bottom and top surface of earth filling shall be treated at the rate of 9 litres per Sq.mt. Also holes upto 50 to 75 mm deep and 150 mm centre to centre both ways on the surface to facilitate the absorption of emulsion in the soil.

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- 5) At the plinth level, the junction of flooring and wall, a small channel of 30 mm x 30 mm shall be made all around the junction of wall, columns and floors and emulsions to be poured in the channel at the rate of 7.50 litres per Sq.mt. to soak the soil.

The above procedure is to be followed for external perimeter of building and expansion joint of building also.

The complete treatment should be done in the presence of representative of City Engineer. All the treatment shall be done as per I.S. 6313:1981, Part **II and III**

**DRAWINGS
NOT APPLICABLE**

CONTRACT DRAWINGS:-

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

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

DOCUMENTATION :-

If so ordered by the Engineer-in-charge the Contractor will prepare drawings of the work at constructed and will supply original and three copies to the Engineer who will verify and certify these drawings. Final as constructed drawings shall then be prepared by the Contractor and supplied in triplicate along with a micro film of the same to the Engineer for record and reference purposes at the Contractor's cost.

AFFIDAVIT

(To be done on Stamp Paper of Rs. 100/- in front of Tahsildar / Notary Public. Govt. Of India.)

1. I, the undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... have abandoned any work on Govt./Semi Govt./ Private Organisation in India nor any contract awarded to us for such works have been rescinded during last five years prior to the date of this bid.
3. The undersigned hereby authorise(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.
4. 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.

For M/s.....

.....
Title of Officer

.....
Name of Firm

Date : / /20

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