

**GOVERNMENT OF MAHARASHTRA  
ZILLA PARISHAD BULDANA**

**SARPANCH/SACHIV GRAM PANCHYAT  
Gp Akola Thkare TA. Mehkar DIST.BULDANA.**

**TENDER DOCUMENTS**

**YEAR:2025-26**

**NAME OFWORK:**

**1) Construction Of TPWS Scheme**

**Gp Akola Thkare Tq. Mehkar Dist**

**Buldana**

# Tender Notice

# जिल्हा परिषद बुलडाणा

ग्रामपंचायत अकोला ठाकरे पं.स.मेहकर  
ई-निविदा सुचना क्रमांक ०१/२०२५-२६

जिल्हापरिषद, बुलडाणा चे वतीने सरपंच/सचिव, ग्रामपंचायत अकोला ठाकरे ता.मेहकर जि.बुलडाणा यांचे तर्फे महाराष्ट्र शासनअंतर्गत बुलडाणा जिल्हा परिषदेकडील योग्य त्यावर्गातील वैध नोंदनिवृत्त कंत्राटदार/सुशिक्षित बेरोजगार अभियंताकडून ब-1 करारनाम्या वरील खालील कामाच्या ई-निविदा मागविण्यात येत आहे.

अ.क्र.	कामाचे नांव	कामाची अंदाजित/निविदा किंमत रुपये	निविदा प्रपत्राची किंमत रुपये	इसारा/अनामत रक्कम रुपये	काम पुर्ण करण्याचा कालावधी	कामाची यंत्रणा
1	Construction Of T.P.W.S. Scheme At Akola Thkare Tq Mehkar Dist Buldana	529313/-	500/-	5293/-	120 दिवस	तथायोग

## \*\*\*निविदा माहिती व अटी शर्ती\*\*\*

१	वरील कामाची निविदाप्रक्रीया इंटरनेटद्वारे संगणकावर ई-निविदा प्रक्रियेद्वारे ऑनलाईन करण्यात येतआहे. यानिविदेसंबधी यापुढील सर्वसुचना/शुध्दीपत्रकेई-इंटरनेटच्या माध्यमाने ऑनलाईन कळविण्यात येतील.
२	वरील कामाची संपुर्ण माहिती <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> यासंकेतस्थळावर दिनांक :- 16/05/2026 रोजी 09:30 वाजेपासुन उपलब्ध आहे.
३	वरील कामाची निविदा प्रपत्र <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> यासंकेत स्थळावर दिनांक 16/05/2026 रोजी 09:30 वाजेपासुन ते दिनांक 21/05/2026 09:30 वाजेपर्यंत डाऊनलोड/अपलोड करता येतील व निविदा भरता येतील.
४	ऑन-लाईन पध्दतीने सादर केलेली निविदा शक्य झाल्यास दिनांक:- 22/05/2026 रोजी 09.30 वाजता किंवा त्यानंतर <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> यासंकेत स्थळावर सरपंच/सचिव,ग्रामपंचायत, अकोला ठाकरे ता.मेहकर यांचे कार्यालयात उघडण्यात येईल.
५	उपरोक्त कामाची कामनिहाय निविदाफी (रकाना-४) इसार रक्कम (रकाना-५) मधील भण्यासाठी ऑनलाईन सुविधा उपलब्ध आहे.
६	ऑनलाईन भरलेलीच लॉनप्रत निविदा भरते वेळीसोबत जोडावी. अन्यथा आपली निविदा अपात्र ठरविण्यात येईल.

७	<p>नोंदणी कृतकंत्राटदार यांनी खालील कागदपत्रे ऑनलाईन अपलोड करावीत. मागीतलेली कागदपत्रे अपूर्ण दिसून ि ल्यास निविदा अपात्र ठरविण्यात येईल.</p> <ol style="list-style-type: none"> <li>१. जि.प. कडील वैधनोंदणी प्रमाणपत्राची प्रत.</li> <li>१. व्यवसाय कर नोंदणीप्रमाणपत्र व चालुवित्तीय वर्षाचा व्यवसायकराचा भरणाकेल्याचे नादेयप्रमाणपत्र.</li> <li>२. PTR &amp; PTE Certificate (No Dus Certificate)</li> <li>३. Income Tax Return A.Y 2016-17,2017-18,2018-19 ,2019-20 ,2020-21</li> <li>२. विक्रीकर,व्हटभरणा नमुना 415 <u>जीएसटी नोंदणी प्रमाणपत्र / ना हरकत प्रमाणपत्र</u></li> <li>४. Declaration of the Contractor.</li> <li>५. यंत्रसामग्री व अवजारे यांची दिनांकीत यादी व कागदपत्रे <b>अ.सिमेंटरस्ते / बांधकामासाठी :</b> काँक्रीट मिक्सार/टाँकर/मोटरपंप/सेंटीग व ईतर <b>डांबरीकरणाचे कामासाठी ि वश्यककागदपत्रे :-</b> १. मेकनीकलपेव्हारफिनीशनर/टिप्पार/ट्राक्टर/रोलर/ ईत्यादीयंत्र सामुग्रीवअवजारअसल्यासकागदपत्रे. २. सहा.मु.अभियंता, यांत्रिकी सार्वजनीक बांधकाम प्रादेशीक विभागयांचे हॉटमिक्स, ड्रममिक्स/ बळमिक्स/ प्लहचे वैधपडताळणी प्रमाणपत्र. ३. उष्ण मिश्रीत डांबरीकरणकरीता ६०-९०एम.टी.पी.एच.क्षमता असलेले ड्रममिक्स/ बळमिक्स प्लॉन्ट असणे आवश्यक आहे.</li> <li>६. स्वताची यंत्रसामुग्रीव अवजारे नसल्यास रु.१००/-चे स्टम्प पेपरवर यंत्रसामुग्री व अवजारे भाड्याने घेतली/हाटमिक्स प्लहटं भाड्याने करणेबाबत वरील मुद्याक्र .६ मध्ये नमुद केलेली यंत्रसामुग्री व अवजारेबाबतचा ऑफीडीवीट / नोटरी केलेला भाडेपट्टा.</li> <li>७. तांत्रिक कर्मचारी वर्ग यांची शैक्षणिक पात्रतेसह यादी.व त्यांची कागदपत्रे</li> <li>८. मागील वर्षात पूर्णकेलेली व चालुवर्षात हाती असलेल्या कामांची यादी.</li> <li>९. पल्लकार्ड</li> <li>१०. <b>GST Registration is necessary</b></li> </ol>
८	<p>सुशिक्षीत बेरोजगार अभियंता यांनी खालील कागदपत्रे ऑनलाईन अपलोड करावीत. मागीतलेली कागदपत्रे अपूर्ण दिसून ि ल्यास निविदा अपात्र ठरविण्यात येईल.</p> <ol style="list-style-type: none"> <li>३. जि.प.कडील वैध नोंदणी प्रमाणपत्राची यादी.</li> <li>४. व्यवसायकर नोंदणी प्रमाणपत्र व चालु वित्तीय वर्षाचा व्यवसाय कराचा भरणा केल्याचे ना देय प्रमाणपत्र.</li> <li>५. विक्रीकर,व्हटभरणा नमुना 415 <u>जीएसटी नोंदणीप्रमाणपत्र / नाहरकतप्रमाणपत्र</u></li> <li>६. PTRC&amp;PTEC Certificatewithclearance.(No Dus Certificate)</li> <li>७. Income Tax Return A.Y. 2016-17,2017-18,2018-19 , 2019-20,2020-21 न विण सु.बे.अ.नोंदणीधारकासाठी व्यवसायकरअधिकारी यांचे नाहरकतप्रमाणपत्र.</li> <li>८. स्वताचे लेटरपड वर ब-१ करारनाम्यातील घोषणापत्र (कामनिहाय) Declaration of the Contractor</li> <li>९. पल्लकार्ड(<b>GST Registration is necessary</b>) यंत्रसामुग्री व अवजारे यांची दिनांकीत यादी व कागदपत्रे <b>अ.सिमेंटरस्ते/बांधकामासाठी :</b> १.मेकनीकल पेव्हार फिनीशनर/टिप्पार/ट्राक्टर/रोलर/ ईत्यादीयंत्र सामुग्री <b>ब. डांबरीकरणाचे कामासाठी ि वश्यक कागदपत्रे</b> 1.मेकनीकल पेव्हार फिनीशनर/टिप्पार/ट्राक्टर/रोलर/ ईत्यादी यंत्र सामुग्री व अवजार असल्यास कागदपत्रे २.सहा.मु.अभियंता, यांत्रिकी सार्वजनीक बांधकाम प्रादेशीक विभागयांचे हॉटमिक्स, ड्रममिक्स /बळमिक्स/प्लहचे वैधपडताळणी प्रमाणपत्र. ३. उष्ण मिश्रीत डांबरीकरणकरीता ६०-९० एम.टी.पी.एच.क्षमता असलेले ड्रममिक्स/बळमिक्स प्लॉन्ट असणे आवश्यक आहे.</li> <li>१०. स्वताची यंत्रसामुग्री व अवजारे नसल्यास रु.१००/-चे स्टम्प पेपरवर यंत्रसामुग्री व अवजारे भाड्याने घेतली/हाटमिक्स प्लहटं भाड्याने करणे बाबत वरील मुद्या क्र.६मध्ये नमुद केलेली यंत्रसामुग्री व अवजारेबाबतचा ऑफीडीवीट /नोटरी केलेला भाडेपट्टा.</li> <li>११. मागील वर्षात पूर्ण केलेली व चालुवर्षात हाती असलेल्या कामांची यादी.</li> <li>१२. नोकरीकरीतनसल्यासवपुर्णवेळशिक्षण घेतनसल्याबाबतप्रमाणपत्र.</li> </ol>
०९	<p>मा.मुख्यकार्यकारी अधिकारी, जि.प.बुलडाणा यांचे परिपत्रकदि.३-५-२०१७ नुसार मंजुर निविदाधारकास कामाचेनिविदा किंमतीनुसार रुपये १०लक्षपर्यंत रुपये१००/-व त्यावरील किंमतीचे प्रत्येक 1 लखाचे भागासरु.१००/-याप्रमाणे येणाऱ्या रकमेचे</p>
Contractor	No. of Corrections Sachiv/Sarpanch Akola Thkare

	राजमुद्रांक (स्टम्पपेपर) सादर करून कामाचा करारनामा करणेबंधनकारक राहिल.
१०	सदर कामाची निविदा मंजूर झाल्यानंतर नियमानुसार सर्वशासकीयकपाती जी.ए.टी. नुसार देयकातून करण्यात येतील.
११	<p>टिप :-</p> <p>2)   अंदाजपत्रकीय / बि.ओ.क्यू. किमतीपक्षा कमी दराची निविदा सादर करावयाची असल्यास त्यास खालील पद्धतीचा अवलंब करण्यात यावा निविदा दक्षिण अंदाजपत्रकीय दरापक्षा एक टक्का पर्यंत कमी असल्यास अतिरिक्त सुरक्षा रक्कम भरण्याची आवश्यकता नाही.</p> <p>1) प्राप्त निम्नतम निविददक्षिण दक्षिण निविदाधीन कामाच्या किमतीपक्षा 10% पर्यंत कमी दराचा असल्यांतर ठळीदारांनी निविदाधीन किमतीच्या 1% एवढा रकमदक्षिण धनाकर्ष (Demand Draft) परफॉर्मन्स सिक्युरिटी म्हणून निविददक्षिण लिफाफा क्रमांक 2 मध्यसिदर करावा (कडून इ निविदसिदर सादर करावा)(उदा 1% त 10% कमी दर 1% रक्कम)</p> <p>2) प्राप्त निम्नतम निविददक्षिण दक्षिण निविदाधीन कामाच्या किमतीपक्षा 10% पक्षा जास्त दरान असल्यांतर दक्षिण 10% पक्षा जसदक्षिण जास्त दरान कमी <input type="checkbox"/> हतदक्षिण रकमदक्षिण व वरील बाब -1 प्रमाण यिणीच्या रकमदक्षिण एकत्रित धनाकर्ष (Demand Draft) परफॉर्मन्स सिक्युरिटी म्हणून निविददक्षिण लिफाफा क्रमांक 2 मध्यसिदर करावा (scan करून इ निविदसिदर सादर करावा) उदा.14% कमी दर 10% पर्यंत करीता -1 टक्का व 14%-10%)=4% अस एफूण 5%)</p> <p>3) जनाकर्ष उपलब्ध करून दक्षिणसिदर खालील प्रमाण क्षिर्यवाही करावी.</p> <p>3.1) मुख्य यांच्या सरपंच /सचिव ग्रामपंचायत अकोला ठाकरे नावसिदर.</p> <p>3.2) धनाकर्ष सरकारी किंवा शिदुल बँकडून काढलसिदर असावा.</p> <p>3.3) धनाकर्षाची मुदत निविदा भरण्याच्या दिनांकानंतर किमान ३ महिनपर्यंत असावी .</p> <p>3.4) धनाकर्षाची प्रत करून ती निविदा भरताना ठळीदारांनी अपलोड करावी.</p> <p>3.5) धनाकर्षक सीलबंद लिफाफा मधून कंत्राटदारांनी निविदा स्वीकृतीच्या दिनांक पासून 5(5) Working Days ग्रामपंचायत अकोला ठाकरे कार्यालयात जमा करावा. लिफाफ्यावर कामाचसिदर व निविदा सूचना क्रमांक लिहिण्यात यावी.</p> <p>3.6) धनाकर्षावर बँकसिदर व कोड नंबर असण <input type="checkbox"/> वश्यक <input type="checkbox"/> ह <input type="checkbox"/></p> <p>वरील पद्धतीमध्यसिदर कागदपत्र/धनाकर्ष सादर करणाच्या कंट्रकदाराची अनामत रक्कम EMD जप्त करून संबंधित ठळीदारावर नोंदणी एक वर्षासाठी स्थगित ठळीण्यात यईल .</p>
१२	वरील कामाबाबत देयके प्राप्त झाल्यानंतर निधी उपलब्धतेच्या अधिन राहून देयके पारीत करण्यात येतील निधी उपलब्ध नसल्यास देयके अदा करण्यात येणार नाही. याबाबत व्याजाची मागणी करता येणार नाही.
१३	रस्ता कामाचा दोषनिवारण कालावधी काम पूर्ण झाल्याचे दिनांकापासून २४महिणे व इमारत कामाचा दोष निवारण कालावधी १२ महिणे राहिल.
१४	सदर कामाची निविदा उघडण्याचे दिनांकापासून पुढील ९० दिवसापर्यंत विधीग्रहय राहिल.
१५	निविदा भरण्याबाबत अटी व शर्ती ब-१ करारनाम्यात नमुद असून सदर करारनामा ई-निविदेमध्ये देण्यात आलेला आहे.
१६	सदर निविदेतील कामाबाबत तक्रारनिर्माण झाल्यास, कोणतेही कारण न देता अथवा सर्वच निविदा नाकारण्याचा हक्क निम्न स्वाक्षरीत अधिकारी यांनी राखून ठेवला <input type="checkbox"/> हे. व त्याबाबतचा खुलासा देखील मागता येणार नाही. याबाबत ची निविदाधारकांनी नोंद घ्यावी.

१७	दिनांक 01/07/2017 पासून जी.एस.टी . (वस्तू व सेवाकर)व लागू करण्यात आलेला आहे. त्यामुळे दिनांक. 01 जुलै 2017 पासून देण्यात येणाऱ्या विविध शासकीयकंत्राटावर जी.एस.टी. अधिनीय मानुसारकराची आकारणी होणारआहे. त्यामूळे निविदा सादर करतांना 1 जुलै 2017 नंतर लागू झालेल्या जी.एस.टी. च्या कराच्या बोजाचा विचार करुनच निविदा सादर करावी. शासना कडुनपुढील प्राप्तनिर्देशानुसार जी.एस.टी. अधिनीयमानुसार कराची आकारणी देयकातुन करण्यात येईल.
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**टिप :- वरील अटी मान्य असल्यासच निविदा भ्रावित**

**सरपंच/सचिव**

**ग्रामपंचायत, अकोला ठाकरे**

## **DECLARATION OF THE CONTRACTOR**

**(To be submitted by contractor on contractors letter head in .pfd format)**

Name of work:  
Tender Notice  
No:

I/We hereby declare that

1. I/We are interested in the above named work in the tender notice.
2. I/We have submitted a bid for the said work. I/We have submitted a bid for the said work.
3. 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 leads on this work have been carefully studied and understood before submitting this tender. I/We undertake to use only the best materials approved by Deputy Engineer, or his duly authorised assistant during execShivaji Nagar on of the work and to abide by the decisions.
4. I/We accept all the terms and conditions laid down in the tender document.
5. The rate quoted by me/us is unconditional, I/we understand that conditional tender is liable for rejection.

Signature  
(Contractor)

## Statement No .I

Details of work tendered for and in hands as on the date of submission of this tender

Name Of tender:

Sr No	Name Of Work	Place & country	Work in hand Tendered Cost	Cost Of Remaining Work	Anticipated date of completion	Works Tendered for Estimated Cost	Date When Decision is expected	Stipulated date or Period of completion	Remark
1	2	3	4	5	6	7	8	9	10

Contractor

Sarpanch



### Statement No . III

Details of Plant Machinery immediately available with the tendered for this work

Name Of tender:

Sr No	Name Of Equipment	No Of Units	Kind of make	Capacity	Age and condition	Present Location	Remark
1	2	3	4	5	6	7	

Contractor

Sarpanch



## CONDITIONS OF CONTRACT

### Security deposit

**Clause 1-** The person/persons whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns ) shall (A) within 10 days (which may be extended by SARPANCH GP GP AKOLA THKARE concerned up to 15 days if SARPANCH GP GP AKOLA THKARE thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the SECTIONAL ENGINEER in cash or Government securities endorsed to the SECTIONAL ENGINEER (if deposited for more than 12 months) of the 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 \*4(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 Above, then and in such case, if the sum so deposited shall not amount to **Four percent** of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the Contractor for work done under the contract to make up the full amount of **Four percent** by deducting sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from , or from any sums which may be due or may become due by Government to the Contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this inwriting.

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 will be taken against the Contractor for recovery of the amounts. The amount of the security deposit lodged by a Contractor shall be refunded alongwith the payment of the final bill, if the date up to which the Contractor has agreed to maintain the work in good order is over. If such date is not over, only 50% amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the Government shall be released after expiry of period up to which the Contractor has agreed to maintain the work in good order is over. In the event of the Contractor failing or neglecting to complete rectification work within the period up to which the Contractor has agreed to maintain the work in good order, then subject to provision of 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. This will be the same percentage as that in the tender at (e)

Compensation for delay

**Clause 2-** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence the work is given to the Contractor. The work shall through the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the SARPANCH GP Gp Akola Thkare (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during execShivaji Nagar on of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete. The Contractor is supposed to carryout the work and keep progress as per the bar chart supplied by the department or contractor can also prepare the bar chart which must be approved by the SECTIONAL ENGINEER. The contractor should complete the work as per phase period given below which is arrived from the bar chart.

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

Full work of the work in (12) Twelve calendar months (including monsoon).

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as SARPANCH GP Gp Akola Thkare (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender. SARPANCH GP GP AKOLA THKARE shall be the final authority in this respect, irrespective of the fact that the tender is accepted by SARPANCH GP GP AKOLA THKARE , , GRAM PANCHAYAT GP AKOLA THKARE TQ. Mehkar DIST. BULDANA.

Action when Whole of security deposit is forfeited.

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

(A) To rescind the contract (for which rescission notice in writing to the contractor under the hand of **SECTIONAL 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 unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract. The certificate of the **SECTIONAL ENGINEER** as to the cost and other allied expenses so included and as to

the value of the work so done departmentally shall be final and conclusive against the contractor.

(C) To order that the work of the contractor be measured up to and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. This certificate of the **SECTIONAL ENGINEER** as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitled to recover or be paid, any sum for any work thereto actually performed by him under this contract unless and until the SECTIONAL ENGINEER shall have certified in writing the performance of such work and the amount payable to him in respect thereof he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the Contractors, the amount of excess shall be deducted from any money due to the Contractor by Government under the contract or otherwise, howsoever or from his security deposit or the sale proceeds thereof provided, howsoever that the Contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor except the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses

(a) (b) or (c) is adopted by the SECTIONAL ENGINEER, the Contractor shall have no claim to compensation for any loss sustained by reason of him having no claim to compensation for any materials, or entered into any engagement or made any advances on account of or with a view to the execution of the work or the performance of the contract.

Action  
whenthe  
progress  
of  
anyparti  
cularportion  
ofthework  
isUnsatisfact  
ory.

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

Contractor  
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underClaus  
e 3.

**Clause 5:-** In any case in which any of the powers conferred upon the SECTIONAL 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 waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the SECTIONAL ENGINEER taking action under sub - clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tool, plant, materials and stores, in or upon the Health or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execShivaji Nagar on 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 SECTIONAL ENGINEER whose certificate thereof shall be final. In the alternative, the SECTIONAL ENGINEER may, by notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the SECTIONAL ENGINEER may remove them at the contractor's expenses or sell them by auction or private sale at risk and account of the contractor in all such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Power  
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ofor  
requiredremo  
valof  
orall  
contractor's  
plant.

Extension  
oftime limit

**Clause 6 :-** If the Contractor desires an extension of the time for completion of work on the ground of his having been unavoidably hindering in its execShivaji Nagar on or on any other ground, he shall apply in writing to the SECTIONAL ENGINEER before the expiry of the period

stipulated in the tender or before the expiration of 30 days from the date to which he was

hindered as aforesaid or on which the cause for asking ever extension occurred, whichever is earlier and the SECTIONAL ENGINEER may if in his opinion, there are reasonable ground for granting an extension, grant such extension as he thinks necessary or proper. The decision of the SECTIONAL ENGINEER in this matter shall be final.

Final Certificate

**Clause 7:-** On the completion of the work the Contractor shall be furnished with a certificate by the SECTIONAL ENGINEER ( hereinafter called the Engineer-in-charge ) of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the Contractor shall have remove from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all woodwork, doors, floors or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of execShivaji Nagar ng the work or until the work shall have been measured by the Engineer- in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the Contractor fails to comply with the requirement of the clause as to the removal of scaffolding, surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work. The Engineer-in-charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payment on intermediate certificate to be regarded as advances.

**Clause 8:-** No payment shall be made for any work, estimated to cost less than Rupees One Thousand till after the whole of the said 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 therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer - in- charge, whose certificate of such approval and passing of the sum payable shall 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 work not preclude the Engineer-in-charge from requiring any bad, unsound, 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 any part

thereof, in any respect or the occurring of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer- in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment  
at reduced  
rates on  
account  
of items of  
work not

**Clause 9:-**The rates for several items of works estimated to cost more than Rs.1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or Running account bills.

accepted  
as completed  
to be at  
the discretion of  
the Engineer  
in charge.

Bill to  
be submitted  
monthly  
by

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

Bills to be  
on printed

**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

form.

Contractor

No. of Corrections

Sachiv/Sarpanch Akola Thkare

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

Stores supplied **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 PWD store or if it is required d that the contractor shall use certain stores to be provided by the Engineer-in-charge (such by material and stores and the prices to be charged therefore as hereinafter mentioned being Government. 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 specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the only, and the value of the full quantity of the materials and stores as supplied shall be set off or reduced from any sums then due or hereafter to become due to the contractor under the contract, or otherwise, or from the security deposit, or the proceeds of the sale thereof, if the deposit is held in Government, and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the GOVERNMENT OF MAHARASHTRA stores, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent 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 into damage thereto.

Store Materials **Clause 12 (A):-** All stores of contractor materials such as cement, steel, bitumen etc., supplied by contractor at his own cost should be kept by the contractor under lock and key and will be accessible for inspection by the **SECTIONAL ENGINEER** or his agent at all the times.

works to be executed in accordance with specifications drawings **Clause 13:-** The contractor shall execute the whole and every part of the work like 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 drawings and Orders, etc.

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.500/- per set of contract drawings and Rs.150/- per working drawing except where otherwise specified.

Alterations  
inspecificatio  
nsin designs  
notto  
invalidate  
contracts.

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

Rates  
forworks  
not

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

Contractor

No. of Corrections

Sachiv/Sarpanch Akola Thkare

entered in specifications appended to the tender.

estimate, or

schedule of

rates

of the

contract.

Extensions

of time

in consequence

of additions

or alterations.

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

No claim

to any

payment or

compensation for

alteration

in or

Restriction

of work.

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

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the Contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice, the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the

Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.

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

4. In the event of -

- i) Any total stoppage of work on notice from the Engineer under clause (1) in that behalf.
- ii) Withdrawal by the Contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90days.
- iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitShivaji Nagar ons in the specifications, drawing, designs, or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25 % at the rate for the item specified in the tender is more than Rs. 5,000/-.(Five Thousandonly)

It shall be open to the Contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence, that he had purchased or agreed to purchase material for use in the contract work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided, however such rates shall in no case exceeds the rates at which the same were acquired by the Contractor. The Government shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by theEngineer.

Time limit for  
Unforeseencla  
ims.

**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 claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

Action and compensation Payable in case of bad work.

**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 unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execShivaji Nagar on of the work are unsound or of a quality inferior to the 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 not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be require or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days during which the failure so continuous and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the Contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduce rates as he may fixtherefor.

Work's to be opened to Inspection. Contractor or responsible Agent to be present.

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

Notice to begiven beforework iscovered up.

**Clause 19:-** The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension hereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractors expense, and in default thereof no payment or allowanceshallbemadeforsuchworkorforthematerialswithwhichthesamewas executed.

Contractor  
liable for  
damage done,  
and for  
Imperfections

**Clause 20:-** If during the period of **24 (Twenty Four )** months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or **24 (Twenty Four )** months after commissioning of the work whichever is earlier in the opinion of the SECTIONAL ENGINEER the said work is defective in any manner whatsoever, the Contractor shall forthwith on receipt on the notice in that behalf from the SECTIONAL ENGINEER, duly commence execShivaji Nagar on 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 SECTIONAL ENGINEER. In the event of the Contractor failing and neglecting to commence execShivaji Nagar on of the said rectification work within the period prescribed therefor in the said notice the SECTIONAL ENGINEER may get the same executed and carried out departmentally or by any other agency at the risk, on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the Government the amount of such cost, charges and expenses sustained or incurred by the Government of which the certificate of the SECTIONAL ENGINEER shall be final and binding on the Contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government; the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.

Contractor to  
supply plant,  
ladders  
scaffoldings,  
etc.

**Clause 21:-** The Contractor shall supply at his own cost all material (except such special materials, if any) as may be supplied from the Department Stores, in accordance with the contract, plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and any temporary works which may be required for the proper execShivaji Nagar on of the work, in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions he is entitled to be satisfied, or which be entitled to require together with the carriage therefor, to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out Health and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and 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 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, at law that may be brought by any person for injury sustained owing to neglect of the above precaShivaji Nagar ons, and to pay damages and cost such person or which may such with the consent of the Contractor be paid for compromising any claim by any suchperson.

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

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

therewith -

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down or substantially altered except.
  - i) under the supervision of a competent and responsible person; and
  - ii) as far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected therewith and all ladders shall-
  - i) be of sound material.
  - ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and
  - iii) be maintained in proper condition.
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e) Scaffolding shall not be over-loaded and so far as practicable the load shall be evenly distributed and contractor should submit the scaffolding design before starting the centering work and take the approval from SECTIONAL ENGINEER well within time and no time extension will be granted for such reason.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workmen the Contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i) Working platform, gangway, stairways shall-
  - i) be so constructed that no part thereof can sag unduly on one side.
  - 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
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 3.00 meters,
  - i) every working platform and every gangways shall have to be closely boarded unless other adequate measures are taken to ensure safety,
  - ii) every working platform and gangway, working place and stairway shall be suitably fenced.

- k) Every opening in the floor of the building or in a working platform shall expect for the time and to the extent require to allow the access oo persons or the transport or shiftingofmaterialbeprovidedwithsuitablymeanstopreventthefallofpersons or material.
- l) When persons are employed on a roof where there is a danger of falling from a hOneexceeding 3.00 meters (to be specified) suitable precaShivaji Nagar ons shall be taken to prevent the fall of persons ormaterials.
- m) Suitable precaShivaji Nagar ons shall be taken to prevent persons being struck by articles which might fall from scaffolds or other workingplaces.
- n) Safe means of access shall be provided to all working platforms and other working places.

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

- a) Hoisting machines and tackles, including their attachment, anchorages and supports shall.
    - i) be of good mechanical construction, sound material and adequate strength and free from patentdefect;
- and**
- ii) be kept in good repair and in good workingorder.
  - 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 patentdefect.
  - c) Hoisting machines and tackles shall be examine 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 of materials or as a means of suspension shall be periodicallyexamined.
  - e) Every crane driver or hoisting appliance operator shall be properlyqualified.
  - f) No person who is below the age of 21 years shall be in control of any hoisting machine, including any scaffold, or give signals to theoperator.
  - g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequatemeans.
  - h) Everyhoistingmachineandallgearreferredtoinprecedingregulationshallbe plainly marked with the safe working load.

- i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or any gear referred to in regulation above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gearing transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Measure for prevention of fire.

**Clause 22:-** The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the SECTIONAL ENGINEER. When such permit is given, and also in all cases when destroying, cut or dug up trees, bushwood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The Contractor shall make his own arrangements for drinking water for the labour employed by him.

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

**Clause 23:-** Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of contractor for the Government property including any damage caused by the spreading of any damage fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer in charge subject to the decision of the SARPANCH GP GP AKOLA THKARE on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damage in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to Contractor under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment  
of  
femalelabou  
r

**Clause 24:-** The employment of female labourers on works in neighborhood of soldier's barracks should be avoided as far as possible.

Work  
on  
Sunday

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

Work not to  
be sublet  
  
Contract  
maybe  
rescindedand  
securitydepos  
itforfeited  
forsubletting  
itwithoutappr  
oval orfor  
bribing  
a public  
officeror  
ifcontractorb  
ecomessolv  
ent.

**Clause 26:-** The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the Contractor shall assign or sublet his contract, or attempt so to do or become insolvent or commence any proceedings to be adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised by the contractor any of his servants or aganets to any public officer or person in employment of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may be given notice in writing rescind the contract. In the event of a contract being rescinded, the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, andthesameconsequencesshallasensureasifthecontracthadbeenrescindedunder Clause3thereofandinadditiontheContractorshallnotbeentitledtorecoverorbepaid for any work therefor actually performed under the contract.

Sum  
payableby  
way  
ofcompensati  
onto  
beconsidered  
asreasonable  
compensation  
withoutrefere  
nce toactual  
loss.

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

Change in  
  
the  
  
constitShivaji  
Nagar on  
Contractor

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

of firm to be

Contractor  
ccccccc

No. of Corrections

Sachiv/Sarpanch Akola Thkare

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 SARPANCH GP GP AKOLA THKARE 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 out.

Work to be under the direction and control of the SARPANCH HGP TAPOVAN.

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

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

**(a)** The accepted value of the contract exceeds Rs. 10 lakhs (Rupees Ten lakhs)

**(b)** Amount of claim is not less than Rs. 1.00 Lakh (Rupees One Lakh).

**(3)** If the Contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the Contractor may, within thirty days of receipt by him of any such order appeal against it to the concerned Secretary, Public Works Department who, if convinced that Prima-facie the Contractor's claim rejected by SARPANCH GP GP AKOLA THKARE /Chief Engineer is not frivolous and that there is some substance in the claim of the Contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decision.

Stores of European or American manufacture to be obtained from Government

**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 of the work or in making up any article required thereof 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 rate shown in the schedule in Form 'A' attached to the Contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this Contract shall include the cost of carriage and all other expenses whatsoever, which may have to be incurred in obtaining delivery of the same at the stores aforesaid.

Lump-sum  
inestimates.

**Clause 32 :-** When the estimate on which a tender is made includes lump sums in respect of parts of the work the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as payable under this Contract for such items, or if part of the work question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the

Engineer-in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action  
wherenospeci  
fications

:

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

Definition  
ofwork.

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

Contractor's  
percentagewh  
etherapplied  
to netor

gross  
amount  
ofbill

:

**Clause 35:-** The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

Quarry  
fees  
androyalties.

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

Compensatio  
n  
under  
workmen'sCo  
mpensatio  
n Act

**Clause 37:-** The Contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act.1923 (VIII of 1923), (hereinafter compensation is payable paid by the Government as principal under sub-section 91) of Section 12 of the said Act on behalf of the Contractor, shall be recoverable by the Government from the Contractor under sub-section 92) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1abov

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

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

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

**b)** When work is carried on in proximity to any place where there is no risk of drawing, all necessary equipments shall be provided and kept ready for use and all necessary steps shall

be taken for the prompt rescue of any person in danger.

c) Adequate provision shall be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.

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

Claim  
for quantities  
of work  
entered in the  
tender or  
estimates.

**Clause 38**:-Deleted

Employment  
of  
female labour  
or etc.

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

Claim  
for compensation  
for delay  
in starting  
of work.

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

Claim  
for compensation  
for delay  
in exec Shivaji  
Nagar on  
of work.

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

Entering upon  
or commencing  
any  
portion of  
work.

**Clause 42** - The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or his subordinate in charge of the work, failing such authority the Contractor shall have no claim to ask for measurements of the payment for work.

Minimum age  
of person employed,  
the employment  
of  
donkeys and  
/ or

**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

other animals and the payment of fair wages

responsibilities shall be accepted by Government for any delay caused in the completion of the work by such removal.

(v) The contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract 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 SECTIONAL ENGINEER who shall decide the same. The decision of SECTIONAL ENGINEER shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.

(vi) The Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

Method of payment

**Clause 44:-** Payments to contractors shall be made by cheques/RTGS/Net Banking/NEFT/DD within the division convenient, provided the amount exceeds Rs.100/-. Amounts not exceeding Rs.100/- will be paid in cash.

Acceptance of conditions compulsory before tendering the work.

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

Employment of scarcity labour.

**Clause 46 :-** If Government declares a state of scarcity of famine to exist in any village situated within 1 km of work, the Contractor shall employ upon such parts of the work as suitable for unskilled labour any person certified to him by the SECTIONAL ENGINEER or by any person to whom the SECTIONAL ENGINEER may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the SECTIONAL ENGINEER whose decision shall be final and binding on the Contractor.

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

**Clause 48 :-** The rates to be quoted by the Contractor must be inclusive of Sales Tax. No extra payment of this account will be made to the Contractor.

**Clause 48 A:-** The contractors are bound to pay to the labourers wages according to the Minimum Wages Act 1948 applicable to the Zone in accordance with the order issued in Government P.W.D. / Circular No. MWA / 1063, dated 07/12/1968.

**Clause 49 :-** In case of materials that may remain surplus with the Contractor from those issued for the work contracted from, 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 labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department's Scheme.

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

**Clause 51:-** Deleted

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

**Clause 53 :-** The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition ) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the Contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. If the Contractor fails or neglects to pay wages at the said rates or make short payment and the Government makes such payment of wages in full or part thereof less paid by the Contractor as the case may be the amount so paid by the Government to such worker shall be deemed to be an arrears of land revenue and the Government shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Government to the Contractor hereunder or from any other amounts

Public  
Authorities

**Clause 54** The contractor shall engage apprentices such as brick layerer, carpenter, wiremen, plumber, as well as black smith by recommended by the State Apprenticeship Advisor Director of Technical Education. Dhobi Talav, Mumbai-1 the construction work (on Government of Maharashtra, Education Department No TSA/5170/T/56689, dated 7-7-72.).

Clause 55 - (a) The anti-malaria and other health measures shall be as directed by the Joint Director ( Malaria and Filaria ) of Health Services, Pune.

(b) Contractor shall see that mosquito genic conditions are not created so as to keep Relation with

vector population to minimum level.

(c) The contractor shall carry out anti-malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (Malaria and Filaria) of Health Service, Pune.

(d) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence contractor shall be liable to pay to Government the amount spend by the

Government on anti-malaria measures to control the situation in addition to fine.

(e) The contractor shall make sufficient arrangements for draining away the sewerage water as well as water coming from the bathing and washing places and shall dispose of this water in

such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweeper. The contractor shall comply with rules, regulation, bye-laws and directions given from

time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government.

**Other condition of contractor:-**

**Planting of trees (100 No. per Km.) along the roads.**

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**SCHEDULE 'A'**

Schedule showing (approximately) the materials to be supplied from the ..... stores for work contract to be executed and preliminary and ancillary works and the rates at which they are to be charged for.

Particular	Rates at which the material will be charged to the contractor			Place of delivery	
	unit	In figure			In words
		Rs	Ps		
-----Nil-----					

Note : 1) The person of firm submitting the tender should see that the rates in the above schedule are filled up by the Deputy Engineer -in Charge on issue of the form prior to the submission of the tender.

(Sarpanch)  
Signature of (.....)

### **Conditions for material issued under Schedule ' A '**

The issue of materials by the Department under Schedule " A " of this contract will be subject to entirely the following

Conditions :-

1. All the materials shall be made available for delivery on working days only during working hours, to be arranged mutually by the contractor between himself and the storekeeper or the sub-Divisional Officer, who so ever shall issue the same. The material shall be made available at the place of delivery mentioned in schedule "A" of the tender.
2. The contractor shall submit periodically as well as on completion of work, an account of all materials issued to him in a manner as directed by Engineer-in-charge. The contractor shall also furnish an account of previous materials issued before placing demand for further materials. In addition, a separate register shall be maintained on site for recording daily item-wise cement consumption of cement issued to them and also item wise consumption of other, materials issued under Schedule "A" as directed. This shall be signed daily by contractor or his representative and representative of Engineer-in-charge.
3. The quantities in Schedule "A" are approximate and may vary according to actual and bonafide use as certified by the Engineer-in-charge.
4. All the materials mentioned in Schedule "A" required for the work shall be taken from the Department only. The materials from other source in lieu of the materials in Schedule "A" shall not be allowed, except under written permission from the ExecShivaji Nagar ve Engineer. In such case, certificate for its quality shall be produced by the contractor and samples of such materials shall be tested from only GovernmentLaboratory by the contractor at his own cost and the test results to be supplied to the Department. The materials not conforming to the required standard shall be removed at once from the site of the work by the contractor at his own cost.
5. The rates mentioned in Schedule "A" are inclusive of sales tax and storage charges.
6. After issue of any material for use on bonafide Govt. work to contractor if the Engineer-in-charge ascertains on any particular date that portion of such supplies comes to surplus to the requirement of the work, the date of assortment will be taken as the date for sale for the purpose of payment of sales tax on such portion and recovered from the contractor as per rules.
7. The contractor shall construct shed / sheds as per direction of the Engineer-in-charge of the work for sorting the materials issued to him by this Department and provide double locking arrangements, but of which one lock shall be with in-charge of Departmental person, and material shall be taken for use in presence of the Departmental persons only.
8. The contractor shall make his own arrangement for the safe custody of the materials which are supplied to him by the Department.
9. The contractor shall not use cement and other materials under Schedule "A" in items other than as per this tender except for such ancillary small items as are connected with and absolutely necessary for execShivaji Nagar on of this work as may be decided by the Engineer.
10. All steel issued under Schedule "A" which remains surplus with the contractor after use in the work, shall be returned to the Department. Generally, only full length bars in lengths supplied by the Department shall be taken back the Department. However, the Engineer-in- charge may at his discretion, take back bars of particular diameter in any other lengths approved by him, if same are required for use in Government work. The rates for repayment of the surplus acceptable materials required by the contractor at the godown of issue, shall be at the prevailing market rate or the rates charges to the contractor, excluding the clement of storage charges or the issued rates

excluding the element of storage charges at the time of return. Whichever is lower. The quantity of such surplus steel as is not acceptable to the department may be disposed off by the contractor in any manner he like and the cost there of small entirely be borne by the contractor. However, in cases in which the materials issued to a contractor become surplus owing to change in the design of the work after the materials were issued to the contractor the materials should be taken back from the contractor at the same rates at which they were supplied to him by Government provided the materials, at the time taking over were not actually needed and are serviceable.

11. Mild steel / or steel bars shall be issued to the contractor on actual weightment. However, for the purpose of payment the weight of steel bars used on the work shall be calculated on the basis of standard weight per unit length vide table in B 10.13 of Standard Specification Book 1972 edition by B & C Dept. Hence, claim on account of difference in actual weight and calculated on the basis of standard weight per unit length shall not be entertained.
12. The contractor shall make his own arrangement for securing structural steel such as square bars, flats, rolled steels joists, angles iron plates etc. The department is neither responsible for securing permit or to supply required structural steel. However, necessary certificate to the effect that the materials is required for the bonafide Govt. work will be issued if required.
13. The charges for convenience of materials from the place of delivery 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.
14. If surplus materials after completion of the work are not returned by the contractor, recovery of such materials at the penal rate of twice the issue rate of these materials shall be made from the contractor. Sales tax and General tax on the cost of surplus materials which are not returned, shall also be recovered by from the contractor as decided by the Exec Shivaji Nagar ve Engineer. However, it is clear that if any surplus material returned is in unserviceable or in damaged conditions, the same will not be accepted. In such case the cost will be recovered from the Contractor as stated above in the clause.
15. Empty asphalt drums will have to be returned to the Dept. In case of non-return of empty asphalt drums, recovery at Rs. 50 ( Fifty Only ) per drum will be charged to the contractor.
16. The person / firm submitting the tenders should see that the rates in the above Schedule "A" are filled up by the Exec Shivaji Nagar ve Engineer-in-charge of the work in the issue of the form prior to the submission of the tender.
17. The Govt. shall not be responsible for the loss in cement during transit from Govt. stores to work site. Cement so delivered to the contractor at the Govt. store shall mean 50 kgs./equivalent to 1.23 Cft. by weight. The rate quoted should correspond to this method of reckoning. The correction will have to be done by weight basis. While mixing, if cement found short in a bag, it will have to be made good by the contractor for which additional cement would be supplied by the Department at issue rate in Schedule "A" item or percentage rate quoted for should reckon this.
18. For the purpose of issue rate, the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and each dimension shall be measured at straight line in plain (neglecting extra length due to corrugation etc.)
19. The contractor shall furnish unstamped receipts for all material issued under Schedule "A".

Contractor

No. of Corrections

Sachiv/Sarpanch Akola Thkare

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