

**DONDAICHA WARVADE MUNICIPAL COUNCIL,  
DONDAICHA WARVADE.**

**DIST – Dhule**



**E-TENDER FORM**

**YEAR – 2025-26**

**NAME OF WORK:-** दोंडाईचा वरवाडे नगरपरिषद हद्दीतील वॉर्ड क्र.४ मध्ये शाळा क्र.१ येथे सार्वजनिक १० सिटचे शौचालयाचे बांधकाम करणे.

**B-1 TENDER**

**Contract No: 16/2025-26**

**COST PUT TO TENDER- Rs.1594473**

**PHONE NO. 02562- 244012 Email:-codondaicha@gmail.com**

**DONDAICHA WARVADE – 425 408 DIST-Dhule (M.S.)**

**DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE**

## B-1 TENDER

**Name of Work :-** दोंडाईचा वरवाडे नगरपरिषद हद्दीतील वॉर्ड क्र.४ मध्ये शाळा क्र.१ येथे सार्वजनिक १० सिटचे शौचालयाचे बांधकाम करणे.

List of Document of submitted along with Tender in e- Envelop No.1

Sr.No.	File Name	Description
1	Tender Fee	Tender Fee Rs.1000 Online Payment on mahatenders.gov.in
2	E.M.D	EMD Rs.15945 Online Payment on mahatenders.gov.in
3	Contractor Registration	Registration certificate of Class - 7 and above with PWD Dept
4	PAN ,GST, EPF	PAN ,GST, EPF Registration Certificate.
5	Technical Staff	List of Technical Staff/ manpower/ employees
6	Equipment & Machinery	Owned or Leased RMC Plant & Equipment & Machinery Details

The above said document to be Scanned and uploaded along with this E-Tender . And the contractor himself or his representative must be submitted to this office of, Chief Officer, Dondaicha Warvade Municipal Council Dist. Dhule.

**ACCOUNTANT**                      **CHIEF OFFICER**  
**DONDAICHA WARVADE MUNICIPAL COUNCIL**

***DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE***

**Name of Work :-** दोंडाईचा वरवाडे नगरपरिषद हद्दीतील वॉर्ड क्र.४ मध्ये शाळा क्र.१ येथे सार्वजनिक १० सिटचे शौचालयाचे बांधकाम करणे.

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***DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE***

***B-1 TENDER***

**FOR**

**Name of Scheme :-** दोंडाईचा वरवाडे नगरपरिषद हद्दीतील वॉर्ड क्र.४ मध्ये शाळा क्र.१ येथे सार्वजनिक १० सिटचे शौचालयाचे बांधकाम करणे.

**DETAIL TENDER NOTICE**

## दोंडाईचे वरवाडे नगरपरिषद,दोंडाईचे जि-धुळे.

### जाहीर ई-निविदा सुचना १६/२०२५-२६

तमाम योग्य त्या वर्गातील सार्वजनिक बांधकाम विभागातील नोंदणीकृत व अनुभवी कंत्राटदार यांना कळविण्यात येते की, साहित्यरंत्न लोकशाहीर अण्णाभाऊसाठे नागरी दलित वस्ती सुधार योजने अंतर्गत प्रस्तावीत आदेशा अंतर्गत सन २०२५-२६ खालील कामांसाठी मुख्याधिकारी, दोंडाईचे वरवाडे नगरपरिषद,दोंडाईचे ता.शिंदखेडा जि-धुळे परसेंटेज नमुन्यात ई- निविदा मागवित आहे. सदर ई-निविदा शासनाच्या <https://www.mahatenders.gov.in> या संकेतस्थळावरून खरेदी व दाखल करता येतील. ई-निविदा संबंधीची सविस्तर माहिती व अटी व शर्ती सदर संकेतस्थळावर पाहण्यासाठी उपलब्ध आहेत.

अ.क्रं	कामाचे नाव	कामाची निविदा किंमत रुपये	ई-निविदा सोबत सादर करावयाची ई-इसारा रक्कम रुपये.	रोख सुरक्षा अनामत रुपये.	कामाची मुदत	ई-निविदा किंमत ऑनलाईन किंमत
१	दोंडाईचा वरवाडे नगरपरिषद हद्दीतील वॉर्ड क्र.४ मध्ये शाळा क्र.१ येथे सार्वजनिक १० सिटचे शौचालयाचे बांधकाम करणे.	१५९४४७३	१५९४५	२% रोख ७% बिलातुन	१२ महिने	१०००

#### Detailed Tender Schedule

१. Publishing Date:-२३/०३/२०२६ Time . १०.०० P.M.
२. Document Sale Start-Date:-२३/०३/२०२६ Time. १०.०० P.M
३. Document Sale End Date:- ३०/०३/२०२६ Time ०३.०० P.M.
४. Bid Submission Start Date:-२३/०३/२०२३ Time ११.०० P.M.
५. Bid Submission End Date:-३०/०३/२०२३ Time ०३.३० P.M.
६. Bid Opening Date:- ०१/०४/२०२४ Time ४.३० P.M.

अटी व शर्ती

- १) सर्व पात्र/इच्छुक निविदाकारांनी निविदापत्र अटी व BOQ (Schedule B) डाऊनलोड करण्यासाठी व निविदा प्रक्रियेत भाग घेणेसाठी ई-निविदा प्रणालीच्या <https://www.mahatenders.gov.in> या Portal वर Enroll करणे आवश्यक आहे.
- २) वरिल कामांच्या निविदा <https://www.mahatenders.gov.in> या संकेतस्थळावर ऑनलाईन पध्दतीने सादर करता येतील.
- ३) सदर कामांच्या बाबत खालील बाबी आवश्यक राहतील.
- अ) प्रत्येक कामाचे निविदा फॉर्म फी व बयाणा रक्कम ऑनलाईन पध्दतीने <https://www.mahatenders.gov.in> या संकेतस्थळावर जमा करावी.
- ब) कंत्राटदार नोंदणी प्रमाणपत्र, प्राप्तीकर विवरणपत्र, जी.एस.टी नोंदणी, विमा व इतर स्कॅन करून अपलोड (Upload) करावे लागेल.
- ४) कोणतीही ई-निविदा मंजुर अगर नामंजूर करणेचा अधिकार नगरपरिषदेने राखुन ठेवलेला आहे.
- ५) निविदेबाबत मार्गदर्शक सुचना, शुध्दीपत्रक अथवा इतर माहिती <https://www.mahatenders.gov.in> या संकेतस्थळावर पहावयास उपलब्ध राहिल.
- ६) सदर कामांसाठी भाववाढ (Price Escalation) लागू नाही,
- दोंडाईचे नगरपरिषद कार्यालय जा.क्रं.दो.व.न.प/बांधकाम/ ६३७/२०२५ दि. १८/०३/२०२६

देवेद्रसिंग परदेशी  
मुख्याधिकारी  
दोंडाईचा वरवाडे नगरपरिषद, ता.शिंदखेडा जि.धुळे.

नयनकुवर जितेंद्रसिंह रावल  
अध्यक्षा

## DETAILED E- TENDER NOTICE NO.16/2025-26

Sealed tenders in B-1 form in two envelopes system are invited for following work from contractors registered in appropriate class by Government of Maharashtra PWD and will be received in online covers, addressed to the Chief Officer, Dondaicha Warvade Municipal Council, Dondaicha Warvade Dist: Dhule in his office

### 1. NAME OF WORK :-

२	दोंडाईचा वरवाडे नगरपरिषद हद्दीतील वॉर्ड क्र.४ मध्ये शाळा क्र.१ येथे सार्वजनिक १० सिटचे शौचालयाचे बांधकाम करणे.	१५९४४७३	१५९४५	२% रोख ७% बिलातुन	१२ महिने	१०००
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#### 1. Validity Period : 365 Days

The offer of the contractor shall remain valid for 180 days from the date of opening of tender.

- The tender notice shall form a part of the contract agreement.
- The blank E- Tender forms will be purchase only to the registered contractors of appropriate category on production of original or attested copy of valid registration or renewal certificate and an up to date income tax clearance certificate at the time of applying for issue of blank tender forms.
- The tenderer if form or Company shall in their forwarding letter mentioning the names of all partners of the firm or Company ( as the case may be) & the name of the partner who holds the power of attorney if any authorizing him to conduct transaction on be half of the Firm or Company.
- Right is reserved to revise or the amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/ amendments if any shall be communicated in the form of corrigendum or a by letter as may be considered suitable.
- Rights is reserved to reject any or all tenders without assigning any reason thereof.

7. Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.
8. Joint venture shall be registered with Notary & Original receipt of payment made at Registrar Office.

**18. Earnest Money :-**

- a) Earnest Money in the form of Online e-Payment on Chief Officer, Dondaicha Warvade Municipal Council , Dondaicha Warvade.
- b) The earnest money shall be refunded in the case of tenderers whose tender are not accepted, except for first three lowest offers. Earnest money of other two lowest bidders & successful bidders will be refunded after completion of contract documents & payment of security deposit.

**19 .SECURITY DEPOSIT :-** The total security deposit will 10 % of total accepted tender cost which will be more.

- a) Initial Security deposit in the name of Chief Officer, Dondaicha Warvade Municipal Council , Dondaicha Warvade in the shape of cash the work by successful tenderer.
- b) to be recovered through each Running Bill at 7 % of R.A. Bill so as to make up the total security deposit amount up to 10%
- c) Security deposit will be refunded as per Clause 1 of B-1 Form.
- d) Agreement with the Municipal Council to be in the form of adhesive stamps, fixed on stamp paper of as per norm only stamp paper cost will have to be borne by the contractor. Stamp duty will be however provision of Bombay Stamp Act 1958 amendment to same in this respect will be final and binding on the contractor.
- e) Security deposit is to be recovered in case of offer quoted is below the cost put to tender is as under. This should be done before acceptance of tender.

**20. PERIOD OF COMPLETION :-**

**12 ( Twel month )** eligible calendar months from date of issue of work order (Including monsoon season) for completion of works, No extension will be granted and compensation on account of delay in completion of work would be levied.

**21. ISSUE OF E-TENDER FORMS**

Online E-Tender forms to be issued to contractors on Online Payment Tender fees once paid will not be refunded . The tender documents will not be issued to those contractor who do not produce such documents. **Similarly Contractors having adverse reputation will not be issued the tender forms.**

## 22 QUALIFICATION CONDITION

ùSr.No.	File Name	Description
1	Tender Fee	Tender Fee Rs.1000 Online Payment on mahatenders.gov.in
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3	Contractor Registration	Registration certificate of Class - 7 and above with PWD Dept
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6	Equipment & Machinery	Owned or Leased RMC Plant & Equipment & Machinery Details

## 23. Bid Capacity

a) The Contractor should have bid capacity equal to or more than estimated cost of Tender. The bid capacity calculation statement in following for submitted along with the application form pre-qualification with necessary documents.

Bid capacity =  $2NA - B$ .

N = No of years prescribed for completion of the work for which present bids are invited.

A= Maximum value of Civil Engineer Works executed by the Contractor in any one year in previous three years upgraded to present year ( i.e. tender expected year ) by adding 10% per year from year of execution of that work.

B = Value of existing work commitment on going works ( i.e. work in hand).

## 24. MANNER OF SUBMISSION OF TENDER & ITS ACCOMPANIMENTS.

The tender would be received in online envelope as under :-

### A) ENVELOPE NO.1 (TECHNICAL FOLDER)

ùSr .No .	File Name	Description
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### B) ENVELOPE NO. 2 : (FINANCIAL FOLDER )

The second envelope is in the form of BOQ (Bill of Quantity) Online.

### C) SUBMISSION OF TENDER

Online submission on <https://www.mahatenders.gov.in> as per detailed Tender Schedule

## 26. RIGHT TO MODIFY THE TENDER DOCUMENTS

The right is reserved to revise or to amend the contract documents prior the date of submission of tender or the receipt of the tender or to extent the date said above such revisions amendments or extension if any shall be communicated to all concerned in the form corrigendum or by notice in the press as may be considered suitably.

## **27. ACCEPTANCE OF TENDER**

Right to reject any or all tenders without assigning any reasons is reserved by the competent authority, whose decision will be final and legally binding on the tenderer's.

## **28. INSURANCE POLICY**

Contractor shall take out necessary insurance policy / policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance Maharashtra State Mumbai – 51 only.

## **29 .WORK GST AND OTHER**

The Work Contract Tax / GST is to as per pwd norms. The tax will be deducted as per pwd norms at source by the Account Department Dondaicha Warvade Municipal Council , Dondaicha Warvade. as per the directives of the Sales Tax/GST Department in a vogue from time to time during the operation of contract.

## **30. Payment**

1) THE TENDERER'S MUST UNDERSTAND CLEARLY THAT THE RATES QUOTED ARE FOR COMPLETED WORK AND INCLUDE ALL COSTS DUE TO LABOR, ALL LEADS AND LIFTS INVOLVED AND IF FURTHER NECESSITATED, SCAFFOLDING PLANT, SUPERVISION, SERVICE WORKS, POWER, ROYALTIES, OCTOROON TAXES ETC. AND TO INCLUDE ALL TO COVER THE COST OF LIGHTING ON NIGHT WORK IF ANY AND ROUND THE CLOCK WORK AS AND WHEN REQUIRED AND NO CLAIM FOR ADDITIONAL PAYMENT BEYOND THE PRICES OR RATES QUOTED WILL BE ENTERTAINED AND THE TENDERERS SHALL NOT BE ENTITLED SUBSEQUENTLY TO MAKE ANY CLAIM ON THE GROUND OF ANY REPRESENTATION OR ON ANY PROMISE BY ANY PERSON (WHETHER MEMBER IN THE EMPLOYMENT OF ANY PUBLIC WORKS DEPARTMENT OR NOT ) OR ON THE GROUND OF ANY FAILURE ON HIS PART TO OBTAIN ALL NECESSARY INFORMATION FOR THE PURPOSE OF MAKING HIS TENDER AND FIXING THE SEVERAL PRICES AND RATES THEREIN RELIEVE HIM FROM ANY RISKS OR LIABILITIES ARISING OUT OF THE TENDER.

2) Payment will be made as per availability of funds from Dondaicha Warvade Municipal Council , Dondaicha Warvade's Office. No extension shall be granted on this ground.

- 31. ROYALTY FOR THE MATERIALS**  
During the execution of work or till the completion of work, after completion of defect liability period , if royalty raised by the Dist. Collector / Revenue Deptt.amount involved will have to be paid by the Contractor only. Such certificate of payment of royalty or NOC from said Authority is necessary. Without which No Payment of Final bill or Refund of Security Deposit will be made.
- 32.** Any dispute arising between Dondaicha Warvade Municipal Council , Dondaicha Warvade and Contractor as to the contract terms and conditions shall be subject to the Dhule Jurisdiction.
- 33.** If it is found that sufficient funds are available and if the contractor delay's work first as per clause 2 of accepted tender the action will be taken. Even after the action as per clause 2 the contractor fails to show proper progress of work, Notice of 10 days will be served on contractor and his registration will be suspended for three years.
- 34. Payment shall be made as per availability of funds from Dondaicha Warvade Municipal Council , Dondaicha Warvade**
- 35. Mobilisation Advance**  
Mobilisation Advance or Advance against material procured on site by contractor will not be given to the Contractor
- 36. Secured Advance**  
Secured Advance against steel supplied by the contractor will not be given to the Contractor
- 37. Payment for excess quantity**  
The contractor has to execute excess quantities as per Accepted rate only, No separate rate or CSR rate will be given to the contractor.
- 38. Bar Chart**  
The contractor has to submit Detailed date wise programme of execution of work duly signed before starting of work.
- 39. ERASER**  
Persons tendering are informed that no erasers of any alterations by them in the text of the documents set herewith will be allowed and any such eraser or an alteration will be disregarded. If there is any error in writing, no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialed and dated.
- 40. PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT:**

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

41. **TREASURE TROVE:**

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

42. **AGENT AND WORK ORDER BOOKS**

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

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

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

43. **SAMPLES AND TESTING OF MATERIALS**

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

- a) as specified in the specifications of the items concerned and / or
  - b) Red book
  - c) as specified by the Indian Road Congress Standard specification and code of practice for Road and Bridges or
  - d) I.S.I. Specifications (whichever and wherever applicable ) or
  - e) As per M.O.R.T. & H specifications for Roads and Bridges latest edition Section 900 quality control for road work.
  - f) Such recognized specifications acceptable to the Engineer-in-charge as equivalent there to or in the absence of such authorized specifications
  - g) Such requirements test and/or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.
- ii) The Contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for test or analysis at such time and to such places as may be directed by Engineer and bear all such charges, such samples shall also be deposited with Engineer-in-charge.
- iii) The Contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge
- iv) The contractor shall not be eligible for any claim or compensation either rising 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 authorized representative will be allowed to remain present in the Department laboratory which 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 authorized representative will be binding on the contractor.
- vi) Quality Control Tests: - The contractor shall at his own cost set up Laboratory at site of work to carry out the testing of materials which are to be used for the work. This laboratory shall be approved by the Engineer-in-charge. The testing shall be done as per frequencies mentioned in the specification/additional specification of each item of Schedule 'B'. The 30% of the test included in Annexure 'A' (On Page No. ) shall be carried out in Vigilance and Quality Control Laboratory at the cost of contractor and balance 70% in the site laboratory. The test which are not included in Annexure 'A' 50% test shall be carried out each in Vigilance and Quality Control laboratory and site laboratory.
- The frequency of testing of construction materials is mentioned in Annexure-B on Page No. to .
- 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 authorized 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, in case the test results are satisfactory and by the contractor if the same are not satisfactory.

viii) In case of materials specified 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 the Department if the same are not satisfactory.

ix) Contractor shall have testing machinery/apparatus in his possession as mentioned on Page

**44. QUALITY CONTROL ON WORKS AND MATERIALS**

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same.

**45. WATER SUPPLY:**

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

The Contractor shall make his own arrangements at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water up to the work site as required

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

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

**46. ELECTRICITY:**

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

**47. MISCELLANEOUS**

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

2. In case it becomes necessary for the due fulfilment of contract for the Contractor to occupy land outside the Department limits, the Contractor will have to make his own arrangements with the land owners and pay such rents, if any, are payable as mutually agreed between them.

3 The Contractor shall duly comply with the provision of the Apprentices Act 1961 (iii of 1961) and the rules and orders made there under from time to time under the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.

4 It is presumed that the Contractor has gone carefully through the Standard Specification (Vol. I & II 1981 Edition) M.O.R.T. & H specifications (edition 2001) and Schedule of Rate of the division, and studied the site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of Engineer-in-charge shall be final in case of interpretation of specification.

5 If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C. codes. If any of items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Engineer-in charge shall be final.

6 The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work. Suitable precautions shall be taken by Contractor to protect the materials against atmospheric action fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

**Anexure 'A'**  
**QUALITY CONTROL TESTS**

Sr. No.	Material Test
1 Stone	i) Compressive Strength. ii) Water Absorption
2 Trap Metal	i) Crushing value. ii) Impact value. iii) Abrasion value. iv) Water Absorption. v) Flakiness Index & Elongation index vi) Gradation
3 Bricks	i) Crushing Strength. ii) Water Absorption.
4 Flooring Tiles	i) Flexural strength ii) Water Absorption
5 Glazed Tiles	i) Water Absorption
6 Cement	i) Compressive Strength ii) Initial setting time. iii) Final setting time. iv) Specific Gravity v) Soundness vi) Fineness vii) Std. Consistency
7 Steel	i) Weight per meter. ii) Ultimate Tensile stress. iii) Yield stress iv) Elongation v) Bend Test.
8 Interlocking concrete paving block	i) Compressive Strength ii) Flexural Test iii) Resistance to wear
9 Wood work (shutters)	i) End immersion tests ii) Knife test iii) Glue adhesion test

10 Cement Concrete	i) Mix design ii) Compressive strength
11 Structural steel	i) Weight/Running metre
12 Sand	i) Water absorption & specific Gravity ii) Fineness Modulus iii) Slit Content iv) Bulk age
13 Water	i) P.H. Value for water ii) Chloride & Sulphate content.

**DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE**

**Name of Work :-**

**STATEMENT NO I  
DETAILS OF OTHER WORKS TENDERED FOR & IN HAND ON THE DATE OF SUBMISSION OF TENDER**

Sr. No.	Name of work	Place of Work	Work in Hand			Work Tendered For			Remarks
			Tender cost	Cost of Remaining work	Anticipated date of completion	Estimated cost & date	When decision expected	Stipulated period of completion	
1	2	3	4	5	6	7	8	9	10

**DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE**

**Name of scheme :-**

**DETAILS OF PLANT AND MACHINERY IMMEDIATELY WITH THE TENDERER FOR THE USE OF THIS WORK  
STATEMENT NO II**

Sr. No.	Name of Equipment	No.of Units Plants	Kind and make	Capacity	Age condition	Present Location & Condition	Remarks
1	2	3	4	5	6	7	8

**DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE**

Name of scheme :-

**STATEMENT NO III  
DETAILS OF WORK OF SIMILLAR TYPE & MAGNITUDE CARRIED OUT BY THE TENDERER**

Sr. No.	Name of work	Cost of Work	Date of starting of Work	Stipulated Date of Completion	Actual date of Completion	Time in which Completed	Remarks
1	2	3	4	5	6	7	8

**DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE**

**Name of scheme :-**

**STATEMENT NO IV**

**DETAILS OF TECHNICAL PERSONNELS WITH THE TENDERER**

Sr. No.	Name of Person	Qualification	Whether working in the field or Office	Experience of execution similar type of works in detail of work carried out	Period for which the person is working with the Tenderer	Remarks
1	2	3	4		5	6

Name of Work :-

**STATEMENT NO V**  
**STATEMENT SHOWING COST OF WORKS EXECUTED/ COMPLETED IN LAST THREE YEARS (YEARWISE)**

Sr. No.	Name of work	Years	Year wise Cost of Work Executed			Remarks
			2020-21	2021-22	2022-23	
1	2		4	5	6	7
						Necessary certificate in respect of each work duly certified by executive engineer are attached here with.

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## Form No VI

### JOINT VENTURE

If the applicant is joint venture for the work, please give following information

1. Name & address of joint venture.
2. Name & address of all partners & joint ventures & Registered partnership deed of joint venture.
3. Name of Firm leading the Joint Venture.
4. Indicate the responsibility of the firm leading the Joint Venture & responsibility of other Joint Venture partners.
5. Joint Venture & Responsibility of Order.
6. Details regarding financial particulars' of each firms in the joint Venture. Certified copy of the agreement & MOV of Joint Venture shall be attached.
7. In case of Joint Venture the lead partner should have minimum 50% of his share.

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of Contractor

## **Opening Of Tenders**

On the date specified in the E-Tender notice following procedure will be adopted for opening of the tender

### **Envelop No. 1**

First of all Envelop No.1 of the tender will be opened to verify it's contents as per requirements. If the documents contained in this envelop do not meet the requirements of Municipal Council, a note will be recorded according by the tender opening authority and the said tender's Envelop No.2 will not be considered for further action but the same will be recorded.

### **Envelop No.2**

This Envelop shall be opened immediately after opening of Envelop No.1, only of contents of Envelop No.1 are found to be acceptable to the Municipal Council, the tendered rate is schedule B or Percentage Above/ Below the estimated rate shall be then read out.

## **Acceptance of Tender**

1. The acceptance of tender may be communicated to the contractor through online SMS
2. The successful Tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid & concurrent license issued in his favor under provisions of the contract labour act 1970 before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn & earnest money forfeited.
3. The tenderer whose tender is accepted will have to give an under taking in writing to the effect that he/ they will pay the labors engaged on work, the wedges as per minimum wedges act 1948 or as & when revised by the Government, applied to the Zone in which the work lies & act accordingly.
4. The contractor shall comply with the provisions of the payment of wages act 1936, Minimum wages act 1948, Employers liability act 1938, Workmen compensation act 1961,

The Contract labor act 1979, and any modification thereof or any law relating thereof and rules made there under from time to time.

5. The contractor will have to sign the original copy of the tender papers & the drawings according to which 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 labors, & materials & that he has quoted his rates with the consideration to all these factors.

### **Security Deposit**

1. The successful tenderer shall have to pay 2% (two Percent) Security deposit in cash and complete the contract documents failing which his earnest money will be forfeited to Municipal Council. The balance 7% (Seven Percent) security deposit will be recovered **from the R.A Bills.**
2. All compensation or other sums payable by the contractor under the terms of this contract or any other contract, or 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 Municipal Council on any account and in the event of the security being reduced by reason of any such noted deduction, the contractor shall within ten days of receipt of notice of demand from the Chief Officer, Dondaicha Warvade Municipal Council, Dondaicha Warvade make good the deficit.
3. There shall be no liability on the department to pay any interest on the security deposited by or recovered from the contractor.
4. Security deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provisions in clause 1 & 20 of the contract.

## DECLARATION OF THE CONTRACTOR

I/We \_\_\_\_\_

Here by declared that I/We have made my self/ ourselves thoroughly conversant with the subsoil conditions, Local conditions regarding all materials (Such as Stone, Murum, Sand, etc.) and labor of which I/We have based my/Our rates for this work. The specification, conditions, bore results and lead of materials on this work have been carefully studied & under stood by me/Us before submitting this tender. I/We undertake to use only the best materials approved by the Chief Officer or his duly authorized assistant, before starting the work & to abide by his decision.

Signature of Contractor(s)

***DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE***

***B-1 TENDER***

FOR

**FORM B - 1**

## ***DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE***

**Name of Work :-** दोंडाईचा वरवाडे नगरपरिषद हद्दीतील वॉर्ड क्र.१२ मध्ये स.नं.१८-१अ उत्तम नगर मध्ये सार्वजनिक जागेला अतिक्रमणा पासुन आळा घालण्यासाठी वॉल कंपाऊड बांधणे.

### **B-1 TENDER**

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#### **General Rules and Directions for the Guidance of Contractor**

1. All the works proposed to be executed by contract shall be noticed in a form of innovation to tender pasted on a notice board hung up in the office of the Chief Officer, Dondaicha Warvade Municipal Council, Dondaicha Warvade. and signed by the Chief Officer Dondaicha Warvade Municipal Council, Dondaicha Warvade  
This form will state the works to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of 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 Chief Officer Dondaicha Warvade Municipal Council, Dondaicha Warvade for the purpose of identification and shall also

be open for inspection by Contractors at the office of the Chief Officer/ Municipal Engineer , Dondaicha Warvade Municipal Council, Dondaicha during office hours. Where the works are proposed to be executed according to the specifications recommended to contractors and approved by a competent authority on behalf of the Dondaicha Warvade Municipal Council ( DMC ) , such specification with designs and drawings shall form part of the accepted tender.

It shall be signed on behalf of the company by person holding of Attorney Authorizing him to do so.

2.
  - i) The Contractor shall pay along with the tender the sum of **Rs. 26189 in the form of e-Payment Earnest Money**
  - (ii) In the event 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 condition 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 neglects to furnish the balance amount of security deposit without prejudice any other rights and powers of the Chief Officer, Dondaicha Warvade Municipal Council , Dondaicha Warvade here under or in law, Chief Officer, Dondaicha Warvade Municipal Council , Dondaicha Warvade shall be entitled to forfeit the full amount 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 there to forfeited under the provisions of sub-clause (iii) above be refunded to him on his passing receipt therefore.
3. Receipts for payments mode on account of any work, 'when executed by a Successful bidder, should also be signed by the person in whose favour

power of Attorney executed to do so except where the Tenderer as described in the tender.

4. Any person who submits a tender shall fill up the usual printed form stating at what rate below, at par or above the rates specified in Schedule "B" (Memorandum showing items of work to be carried out) agency / company is willing to undertake the work. Only one rate or such percentage rate over or at par or below the estimated cost put to tender. Tender who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work for which contain any other condition of any sort will be liable to rejection.
5. The Chief Officer, Dondaicha Warvade Municipal Council , Dondaicha Warvade or his duly authorized Assistant with tender Opening Committee shall open tenders in the presence of the bidders who have submitted their tender or their representatives who may be present at the time. In the event of tender being accepted , the tenderer shall, for the purpose of identification, sign copies of the specification and other documents mentioned In Rule 1. In the event of tender being rejected, the DMC Officer shall authorized to refund the amount of earnest money deposited to the Contractor making the tender, in his giving a receipt for the return of the money.
6. The Chief Officer, Dondaicha Warvade Municipal Council, Dondaicha Warvade shall have right of rejecting all or any of the tenders without assigning any reason thereof.
7. No receipt for any payment alleged to have been made by a tenderer in regard to any matter relating to this tender or the contract shall be valid and binding on the DMC unless it signed by the Chief Officer Dondaicha Warvade Municipal Council, Dondaicha Warvade .

8. All works shall be measured net by standard measure and according to the rules and customs of the PWD / MJP and without reference to any local custom.
9. Under no circumstances shall any Contractor be entitled to claim enhanced rate for Items in this contract.
10. Every registered contractor should produce along with his tender, Certificate of Registration as approved Contractor in the approved class and renewal of such registration with date of expiry.
11. All corrections and addition or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual methods in use in the Department and no proposals to adopt alternative methods will be accepted. The Chief Officer Dondaicha Warvade Municipal Council, Dondaicha Warvade 's decision to what is "the usual method in use will be final"
13. A tendering Contractor shall furnish a declaration along with a tender showing all works for which for he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender.
14. Every tenderer shall furnish along with the tender, information regarding the Income Tax Circle or Ward of the District in which their income tax returns are furnished.
15. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the DMC for the purchase of plant and machinery required for the execution of the work contracted for {GCM/PWD/CFM/1058/62517 dt. of 26.9.1959}.

16. The tenderer will have to construct shed for storing controlled and valuable materials issued to him under Schedule "A" of the agreement, at work site, having double locking arrangement. The materials will be taken for use in the presence of the departmental person. No materials will be allowed to be removed from the site of works.
17. The tenderer shall also give a list of machinery in their possession on which they propose to use on the work.
18. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provisions of Contract Labour (Regulation and Abolition) Act, 1973 before starting work falling which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to DMC .
19. The tenderer shall comply with the provision of Apprentices Act, 1961 and the rules and order issued there under from time to time. If he fails to do so his failure will be breach of the contract and the city Engineer, Dondaicha Warvade may in his discretion cancel the contract. The tenderer shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
20. The contractor shall provide utility service of Jeep, Computer, necessary survey instruments etc. as per direction of Chief Officer Dondaicha Warvade Municipal Council, Dondaicha Warvade.

*B-1 TENDER*

**CONDITIONS OF CONTRACT**

**CLAUSE :**

**SECURITY DEPOSIT:**

(Modifications a per the G.R. P.W.D. No. CAT-1087/CR-94/Bldg-2 dt. 14-6-1989)

The person/persons whose tender may be accepted (here in after called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignors) shall (A) within 10 days (which may be extended by the **Chief Officer , DMC** concerned upto 15 days, if the Chief Officer , DMC or Municipal Engineer thinks to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the **Chief Officer Dondaicha Warvade Municipal Council, Dondaicha Warvade** cash or Government Securities endorsed to the **Chief Officer Dondaicha Warvade Municipal Council, Dondaicha Warvade**. (if deposits for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) (permit **Dondaicha Warvader Municipal Council** ( here in after called DMC ) at the time of making any payment to him for work done under the contract to deduct such as will amount to Rs. 7 % of all moneys so payable such deduction to be held by **DMC** 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 Rs. 7% of the total estimated cost of the work, it shall lawful for

**DMC** at the time of making any payment to the contractor for the work done under the contract to make up the full amount of 7% percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount to the security deposit is made-up.

All compensation or other sums of money payable by the Contractor to DMC 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, from any sums, which may be due or may become due by DMC to the Contractor under any other contract or transaction of any nature by account whatsoever and in the event of his security deposit reduced by reason of any such deduction or sale aforesaid, the Contractor shall, with in ten days, thereafter make good in cash or government securities endorsed as aforesaid any

<p>sum which may have been deducted from or raised by sale of his security deposited 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. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not aid the tender/contract already accepted shall be considered as canceled and legal steps take against the contractor for recovery of the amount. 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 90% amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the DMC shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order, then subject to provision of clause 17 &amp; 20 then the amount of security deposit retained by the DMC shall be adjusted towards the excess cost incurred by the DMC on rectification work.</p> <p><b>NOTE :-</b> This will be the same percentage as that in the tender at</p> <p>(e) above.</p>	
<p><b>CLAUSE : 2</b></p> <p>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract be proceeded with, with all due diligence ( time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount as the <b>Chief Officer , DMC</b> (whose decision in writing shall be final ) may decide of the amount of the estimated cost of the whole work as</p>	<p><i>Compensation for delay</i></p>

<p>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.</p> <p>The progress of the work shall abide by the programme of detailed progress laid down by the Engineer in charge.</p> <p>Note : The quantity of the work to be done within a particular time to be specified above shall be fixed inserted in the blank spaces kept for the purpose by the officer competent to accept the contract after taking into consideration of each case.</p> <p>The following proportion will usually be found suitable.</p> <p>1/4 of the work    ¼ of the time  ½ of the work in        ½ of the time  ¾ of the work in        ¾ of the time</p> <p>Reasonable progress of earth work, ¼ ½ ¾ of the total value of the work to be done.</p>	
<p>In the event of the contractor failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent of the estimated cost put to tender or such smaller amount as the <b>Chief Officer, DMC</b> (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 percent of the estimated cost of the work as shown in the tender. <b>Chief Officer, DMC</b> should be the final authority in this respect, irrespective of the fact that tender is accepted by <b>Chief Officer , DMC</b> (As per the minimum work program given in bar chart attached.)</p> <p><b>CLAUSE 3 :</b></p> <p>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 Deposits. (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 <b>Engineer –in charge</b> , on behalf of the <b>Dondaicha Warvade Municipal Council</b> shall have power to adopt any of the following courses, as he may deem best suited to the interest of</p>	<p><i>Action when whole of security deposit is forfeited.</i></p>

[a] To rescind the contractor ( for which rescission notice in writing to the contractor under the hand of Engineer in charge shall be conclusive evidence ) and in that case the security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of DMC.

[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 charge establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the **Chief Officer** as to the costs & other allied expenses incurred and as to the work so done departmentally shall be final and conclusive against the contractor.

[c] To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted, out of his hands and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged and the cost of the work executed by the new contract agency will be debited to the contractor and at 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 **Chief Officer** in charge 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 therefore actually performed by him under his contract unless and until the **Chief Officer** in charge shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified in the event of either of the courses referred to in clause [b] or [c] being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work

<p>credited to the contractor, the amount of excess shall be deducted from any money due to the contractor by <b>DMC</b> under the contract or otherwise how so ever or from his security deposit or sale proceeds thereof provided, however that the Contractor shall have no claim against <b>DMC</b> if the certified value of the work done departmentally or through new contractor exceeds certified cost of such a work and allied expenses, provided always that whichever of the three courses mentioned in clauses [a], [b], [c] is adopted by the <b>Chief Officer</b> the Contractor shall no claim to compensation for any loss sustained by him by reason of not having purchased or procured any materials, or entered into any engagements or made any advances on account of or with a view of the execution of the work or the performance of the contract.</p>	
<p><b>CLAUSE 4 :</b></p> <p>If the progress of any particular portion of the work is unsatisfactory the <b>Chief Officer</b> shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2 be entitled to take action under clause 3 [b] after giving the contractor 10 day's notice in writing. The contractor will have no claim for compensation for any loss sustained by him owing to such action.</p>	<p><i>Action when the Progress of any Particular Portion of the Work is Unsatisfactory.</i></p>
<p><b>CLAUSE 5 :</b></p> <p>In any case in which any of the powers conferred upon the <b>Chief Officer</b> in charge by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions thereof such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which under any clauses here of he his declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation can remain unaffected in the event of Engineer in charge taking action under sub clause [a] or [c] of clause 3 he may, if so desires, to take possession of all or any tools plant, materials and stores, in or upon the works or the site thereof 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 Engineer in</p>	<p><i>Contractor remain liable to pay compensation if action not taken in Cl. 3 &amp; 4</i></p> <p><i>Power to Take Possession of or sale Contractor's plant</i></p>

<p>charge whose certificate thereof shall be final. In the alternative, the Engineer in charge 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, 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 <b>Engineer in charge</b> may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the <b>Engineer in charge</b> 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.</p>	
<p><b>CLAUSE 6 :</b></p> <p>If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidable hindrance in it's execution or on any other ground, he shall apply in writing to the Engineer in charge before the expiry of the period, stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Engineer in charge or in the opinion of <b>Chief Officer ( Engineer in charge )</b> as the case may be if in his opinion, there were reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the <b>Engineer in charge</b> in this matter shall be final.</p>	<p><i>Extension of Time.</i></p>
<p><b>CLAUSE 7 :</b></p> <p>On the completion of the work the Contractor shall be furnished with a certificate by the <b>Chief Officer</b> ( here in after called the Engineer-in-charge ) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, doors windows walls, floor or other parts of any building in or upon which the work has been executed, or of which he may had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer in charge or where the measurements have been taken by his subordinate until they have received approval of the Engineer in charge, the said measurements being binding and conclusive against the contractor. If the</p>	<p><i>Final Certificate.</i></p>

<p>contractor shall fails to comply with the requirements, of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the Contractor, remove such scaffolding, surplus materials and rubbish, dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.</p>	
<p><b>CLAUSE 8 :</b></p> <p>No payment shall be made for any on work, estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and a certificate of completion to given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only, and not as payments for work actually done and completed and shall not preclude the Engineer – in - charge from requiring bed, unsound imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any 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 the one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.</p>	<p><i>Payment On intermediate Certificate to be Regarded as Advance.</i></p>
<p><b>CLAUSE 9 :</b></p> <p>The rates for several items of works estimated to cost more than Rs. 1,000/ - agreed to within shall be valid only when the item concerned are accepted as having been completed fully in accordance with the sanctioned specification. In cases where the</p>	<p><i>Payment at reduced rates on account of items of work not accepted as Completed, to be at the discretion of the Engineer-in-charge</i></p>

<p>items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>	
<p><b>CLAUSE 10 :</b></p> <p>A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite 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 of 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.</p>	<p><i>Bills to be Submitted Monthly.</i></p>
<p><b>CLAUSE 11 :</b></p> <p>The contractor shall submit all Bills on the printed forms to be had on application on printed at the office of the Engineer in charge-in-charge forms. 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 provide for in the tender, at the rates-hereinafter provided for such work.</p>	<p><i>Bills to be on Printed forms.</i></p>
<p><b>CLAUSE 12 :</b></p> <p>If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the stores of the <b>DMC</b> or if it is required that the Contractor shall use certain stores to be provided by the Contractor shall used certain stores to be provide by the Engineer-in-charge ( such material and stores, and the prices to be charged therefore as hereinafter mentioned being so fair 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 of memorandum hereto annexed ). The Contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall</p>	<p><i>Stores supplied by DMC</i></p>

<p>be set off or deducted from and 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 sufficient portion thereof shall in that case be sold for all purpose. All materials supplied to the Contractor shall remain the absolute property of the DMC 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 DMC store. If the Engineer-in-charge so required by 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 or damage to any such materials.</p>		
<p><b>CLAUSE 12-A :</b></p> <p>All stores of controlled materials such as cement, steel etc. supplied to the contractor by DMC should be kept by the contractor under lock and key and they will be accessible for inspection by the Engineer in charge his agent at all times.</p>		
<p><b>CLAUSE 13 :</b></p> <p>The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials, and every other respect in strict accordance with specifications. As per norms of the <b>MJP/PWD</b> , after ascertaining the recuperation test of the percolation well and potability of water, the work of percolation well shall be continued and completed. In this tender source is existing and hence All the subworks shall be taken up simultaneously.</p> <p>The Contractor shall also confirm exactly, fully and faithfully to 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 receive have access for the purpose of inspection at such a office or on the site of work during office hours the contractor will receives three sets of contract drawings and working drawings as well as one certified</p>	<p><i>Works to be Executed in Accordance with Specifications, drawings, orders, etc.</i></p>	

<p>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 of contract drawing and Rs.50/- per working drawing except where otherwise specified.</p>	
<p><b>CLAUSE 14 :</b></p> <p>The Engineer – in – charge shall have power to make any alterations in or additions to the original specifications, Drawings, Designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer –in-charge and such alteration shall not invalidate the contract, and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the <b>MJP / PWD / Irrigation</b> 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, and if the Engineer-in-charge of the rate which order to carry out the work, inform the Engineer-in-charge of the rate which is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he 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 herein before mentioned, then in such case he shall only be entitled to be paid in respect of the carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the <b>Engineer in charge</b> 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</p>	<p><i>Alterations in Specifications and design not to Invalidate Contractor</i></p> <p><i>Rates for work not entered in estimate or Schedule of rates of the District.</i></p>

<p>Competent Authority, the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders. 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.</p>		
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**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 **DMC** is entitled to rescind the contract ) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the Contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part 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-in-charge 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 herein after.

[2] Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the Contractor shall be a liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part to the work by giving a 10 day's prior notice in writing to the **Engineer in charge** 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 gives such a notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor with in a period of 90 days from the

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

<p>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.</p> <p>[3] Where the Engineer required the Contractor to suspend the work for 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</p>	
<p>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 consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer-in-charge in this regard shall be final and conclusive against the Contractor.</p> <p>[4] : In the event of :-</p> <p>[i] Any total stoppage of work on notice from the <b>Engineer in charge</b> under Sub Clause (I) in that behalf.</p> <p>[ii] With drawl by the Contractor from the contractual obligations to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 90 days.</p> <p>[iii] Curtailment in the quantity of item or items originally tendered on account of any alterations, commission or substitutions in the specifications, drawings, designs or instructions under clause 14 (I) where such curtailment exceeds 25 % in quantity and the value of the quantity curtailed beyond 25 % at the rate for the item specified in the tender is more than Rs. 5,00/-</p> <p>It shall be open to the Contractor, within 90 days from the service of (i) 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 materials for use in the contracted work, before receipt by him of the notice of</p>	<p><i>No Claim to Compensation on account of loss due to delay in supply of materials by DMC.</i></p>

<p>stoppage: Suspension or curtailment and require the <b>DMC</b> to take over on payment such material at the rates determined by the Engineer provided however such rates shall in no case exceed the rates of which the same required by the Contractor. The <b>DMC</b> shall thereafter take over the material so offered. Provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.</p>	
<p><b>CLAUSE 15 ( A ) :</b></p> <p>The contractor shall not be entitled to claim any compensation from <b>DMC</b> for the loss suffered by him account of delay by <b>DMC</b> in the supply of materials entered in schedule - A delay in where such delay is caused by :</p> <p>[i] Difficulties relating to the supply of railway wagons,  [ii] Force Measure.  [iii] Act of God.  [iv] Act of enemies of the state of any other reasonable cause beyond the control of <b>DMC</b></p> <p>In the case of such delay in supply of materials, <b>DMC</b> shall grant such extension of time for the completion of the works as shall appear to the <b>Engineer in charge</b> to be reasonable in accordance with the circumstances of the case. The decision of the <b>Engineer in charge</b> as to the extension of time shall be accepted as final by the Contractor.</p>	<p><i>No Claim to Compensation on account of loss due to delay in supply of materials by DMC.</i></p>
<p><b>CLAUSE 16 :</b></p> <p>Under no circumstances whatever shall be contractor be entitled to any compensation from <b>DMC</b> 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 claim occurring.</p>	<p><i>Time Limit for Unforeseen Claims.</i></p>
<p><b>CLAUSE 17 :</b></p> <p>If at any time before the Security deposit is refunded to the Contractor, it shall in 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</p>	<p><i>Action and Compensation Payable in case of Bad Work.</i></p>

<p>intimate this fact in writing to the contractor &amp; then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forth with to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials so specified and provide other proper and suitable materials providing or articles at his own cost, and in the event of his failing to do so within a chargeable cost and 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 days, not exceeding ten days, during which the failure so continues, and in the event of any such failure as aforesaid the Engineer in charge may rectify or remove and re-execute or remove or 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 may use of, it shall be within his discretion be accept the same at such reduced rates as he may fix therefore.</p>	
<p><b>CLAUSE 18 :</b> All works under or in course of to execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his subordinates, and the Contractor shall at all times during usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.</p>	<p><i>Work to be open for Inspection</i></p> <p><i>Contractor or responsible agent to be present</i></p>
<p><b>CLAUSE 19 :</b> The contractor shall give not less than five day notice in writing to the Engineer- 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 up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer – in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or</p>	<p><i>Notice to be given before Work is Covered.</i></p>

<p>allowances shall be made for such work or for the materials with which the same was executed.</p>	
<p><b>CLAUSE 20 :</b>  If during the period as listed below from the date of completion as certified by the Engineer in-charge pursuant to clause 7 of the contract or for the period as mentioned below after commissioning the work whichever is earlier in the opinion of the <b>Engineer in charge</b> the said work is defective in any manner whatsoever, the Contractor shall forthwith on receipt of notice in that behalf from the <b>Engineer in charge</b> , duly commence execution and completely carry out at his costs in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the <b>Engineer in charge</b> . In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and / or to complete the same as aforesaid as required by the same notice the <b>Engineer in charge</b> 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 <b>DMC</b> the amount of such costs, charges and expenses sustained or incurred by the <b>DMC</b> of which the certificate of the <b>Engineer in charge</b> 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 <b>DMC</b> the same may be recovered from the contractor as arrears of land revenue. The <b>DMC</b> shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by <b>DMC</b> to the Contractor either in respect of the said work or any other work whatsoever, or from the amount of Security Deposit retained by the <b>DMC</b> During defect liability period, the work of daily maintenance and general repairs and expenses thereon would be out of scope of the tender. However, if any defects in the subworks or in the material are found, the same will be rectified by the Contractor at his cost and will be binding on him, failing to which legal action would be taken as per tender clauses. Ten percent amount will be withheld from security deposit depending upon the nature of work, till the defect liability period is over.</p>	<p><i>Contractor liable for damage done and for imperfections for certain period after Certificate.</i></p>

**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 DMC stores, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for execution of the work whether, in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract of referred to in these conditions or not which may be necessary for the purpose or satisfying or complying with the requirement of Engineer-in-charge as to any matter as to which under this condition he is entitled to require together with carriage therefore to and from the work the Contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement and examination at any time and from time to time of the work or the material.

Failing which the same may be provided by the Engineer-in-charge at the expenses of the Contractor and the expenses may be deducted from any money due to the Contractor under contract or from his security deposits or proceeds of sales thereof, or a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect public from accident and shall also be bound to bear the expenses of every defense of every suit, action or other legal proceeding , that may be brought by any person for injury sustained owing to neglect of all above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person, or which may with consent of the Contractor be paid or compromising any claim by any such person. List of machinery in Contractors possession and which be proposes to use on the work should be submitted along with the tender.

*Contractor to supply plant, ladder, scaffoldings, etc.*

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

**CLAUSE 21 (A) :**

The Contractor shall provide suitable scaffolds and working platform gangways and stairways and shall comply with the following regulation in connection therewith -

- (a) Suitable scaffolds shall be provided for workman for all work that cannot be safely done from ladder or by other means.

- (b) A scaffold shall not be constructed taken down or substantially altered except
- (1) Under the supervision of the competent and responsible person; and
  - (2) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and ladder shall
- (1) be of sound material.
  - (2) be of adequate strength having regard to the loads and strains to which they will be subjected, and
  - (3) be maintained 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 overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precaution shall be taken to ensure the strength and stability of scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by the workmen the contractor shall, whether the scaffold shall be erected by his workmen or not take steps to ensure that it complies fully with the regulation here specified.
- (i) Working platform gangways stairways shall ---
- 1) be so constructed that no part thereof can sag unduly or unequally.
  - 2) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of person tripping or slipping and
  - 3) be kept free from any unnecessary obstruction.

<p>(j) In the case of working platform gangways, working places and stairways at the height exceeding 3.0 meters (to be specified).</p> <p>i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.</p> <p>ii) every working platform and gangway shall have adequate width and</p> <p>iii) every working-platform gangway, working place and stairway shall be suitably in need.</p> <p>(k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be provides with suitable means to prevent the fall of person or material.</p> <p>(l) When person are employed on roof where there is a danger of falling from a height exceeding 3.0 meters (to be specified) suitable precautions shall be taken to prevent the fall of persons or material.</p> <p>(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.</p> <p>(n) State means of access shall be provided to all working platform and other working places.</p> <p>(o) The Contractor will have to make payments to labours as per minimum wages act.</p>	
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<p><b>CLAUSE 21 (B) :</b></p> <p>The Contractor shall comply with the following regulation as regards the hoisting appliances be used by him :-</p> <p>(a) Hoisting machine and tackle, including their attachments anchorage's and supports, shall</p> <p>1) be of good mechanical construction, sound material and adequate strength and free from patent defect, and</p>	
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<p>2) be kept in good repair and good working order.</p> <p>(b) Every rope used in hoisting or lowering material or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.</p> <p>(c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be reexamined in position at interval to be prescribed by the DMC.</p> <p>(d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting and lowering materials or as a means of suspension shall be periodically examined.</p> <p>(d) Every crane driver or hoisting appliances operator shall be properly qualified.</p> <p>(e) No person who is below the age of 18 years shall be control of any hoisting machine, including any scaffold which , or give signal to the operator.</p> <p>(f) In the case of every hoisting machine and the every chain, ring, hook, shackle, swivel pulley block used in hoisting and lowering or as a means of suspension the safe working load shall be ascertained by adequate means.</p> <p>(g) Every hoisting and all gear referred to in proceeding regulation shall be plainly marked with the safe working load .</p> <p>(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.</p> <p>(j) No parts of any hoisting machine or of any gear referred to in regulation &amp; above shall be loaded beyond the safe working load except for the working of testing.</p> <p>(k) Motors, gearing, transmissions, electric wiring and other dangerous parts of the hoisting appliances shall be provided with sufficient safeguards.</p> <p>(l) Hoisting appliances shall be provided with such means as will reduce to minimum risk of the accident descent of the load.</p>	<p><i>Liability of contractor for any damage done in or outside work area</i></p>
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(m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.	
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<p><b>CLAUSE 22 :</b></p> <p>The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission from the Engineer in charge. When such permit is given and also in all cases when destroying cut or dug up trees, brushwood, grass etc. by the fire, the Contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him.</p>	<i>Measure for prevention of fire</i>
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<p><b>CLAUSE 23 :</b></p> <p>Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of the DMC property including any damage caused by the spreading of the 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 <b>Engineer in charge</b> of the DMC on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation as 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 due or become due from <b>DMC</b> to Contractor under this contract or otherwise.</p> <p>The Contractor shall bear the expenses of defending any action or other legal proceeding 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.</p>	<i>Liability of Contractor for any damage done in or outside work area.</i>
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<p><b>CLAUSE 24 :</b></p> <p>The employment of female labourers on works in neighborhood of soldiers, barracks should be avoided as far as possible.</p>	<i>Employment of female labour.</i>
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<p><b>CLAUSE 25 :</b></p> <p>No work shall be done on Sunday ,26<sup>th</sup> January, 1<sup>st</sup> May and 15<sup>th</sup> August without the sanction in writing of the Engineer-in-charge.</p>	<i>Work on Sunday etc.</i>
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<p><b>CLAUSE 26 :</b></p> <p>The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the Contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do if bribe, gratuity, gift, loan, perquisite, reward of 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 of person in the employment of DMC 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 there-upon 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 DMC, and the same consequences shall ensure as if the contract has been rescind 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.</p>	<p><i>Contract may be rescinded and security deposit forfeited for subletting it without approval or for bringing a Public Officer or if Contractor becomes insolvent.</i></p>
<p><b>CLAUSE 27 :</b></p> <p>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 DMC without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.</p>	<p><i>Sum Payable by way of compensation to be considered as reasonable compensation without reference to actual work.</i></p>
<p><b>CLAUSE 28 :</b></p> <p>In 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.</p>	<p><i>Changes in the Constitutional of the firm to be notified</i></p>
<p><b>CLAUSE 29 :</b></p> <p>All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Municipal Engineer / City Engineer of the DMC 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.</p>	<p><i>Direction and control of the Superintending Engineer.</i></p>
<p><b>CLAUSE 30 :</b></p>	

<p>[1] Except where otherwise specified in the contract and subject to the powers delegated to him by DMC under the code, rules then in the force, the decision of the <b>Engineer in charge</b> of the DMC 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 hereinafter / before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, designs, drawings, estimates, instruction, orders, or these conditions, or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof.</p> <p>[2] The Contractor may within thirty days of receipt by him of any order passed by the <b>Engineer in charge</b> of the DMC as aforesaid appeal against it to the Chief Secretary, U.D.D. Govt. of Maharashtra.</p> <p>The Chief Secretary, U.D.D. Govt. of Maharashtra. who, if convinced that prima-facie the Contractor's claim rejected by Engineer in charge of the DMC 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 DMC shall put up to the DMC for suitable decision.</p>	
<p><b>CLAUSE 31 :</b></p> <p>The contractor shall obtain from the DMC's stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required thereof or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The values 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 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 then purpose of the contract shall include</p> <p>the cost of carnage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the store aforesaid.</p>	<p><i>Stores of European or American manufacture to be obtained from DMC</i></p>
<p><b>CLAUSE 32 :</b></p>	

<p>When the estimate on which the tender is made includes lump sum in respect parts of work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each items , or if the part of 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 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 provision of this clause.</p>	<p><i>Lumpsums in estimate.</i></p>
<p><b>CLAUSE 33 :</b></p> <p>In the case of any class of work for which there is no such specification as is mentioned in rule 1 of Form B1 such work shall be carried out in accordance with the detailed specifications and in the event of there being no detailed specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirement of Engineer-in-charge.</p> <p><b>CLAUSE 34 :</b></p> <p>The expression "Works" or "Work" where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be constructed to mean the work and works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.</p> <p><b>CLAUSE 35 :</b></p> <p>The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.</p> <p><b>CLAUSE 36 :</b></p> <p>All quarry fees, royalties, and ground rents for stacking materials, if any, should be paid by Contractor . No reimbursement will be allowed for the same.</p> <p><b>CLAUSE 37 :</b></p> <p>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). ( herein after called the said</p>	<p>Action where no specification.</p> <p><i>Definition of Work.</i></p> <p><i>Contractor's percentage whether applied to net or gross amount of bill.</i></p> <p><i>Refund of quarry fees and royalties.</i></p>

<p>act) for injuries caused to the workmen. If such compensation is payable/paid by DMC as principal under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by DMC from the Contractor under sub-section (2) of the said section, such compensation shall be recovered in the manner laid down in Clause I above.</p>	<p><i>Compensation under workmen's Compensation Act.</i></p>
<p><b>CLAUSE 37 (A) :</b></p>	
<p>The Contractor shall be responsible and shall pay the expenses of providing medical aid to any workman who may -suffers a bodily injury as a result by an accident. If such expenses are incurred by DMC the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of DMC from any amount due or that may become due to the Contractor.</p>	
<p><b>CLAUSE 37 (B) :</b></p>	
<p>The Contractor shall provide all necessary safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.</p>	
<p>(a) The workers shall be required to use the equipment so provided by the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.</p>	
<p>(b) When work is carried on the proximity to any place where there is risk or drawing all necessary equipment</p>	

shall be provided and kept ready or use and all	<i>Claim for quantities entered in the tender/estimate</i>
necessary steps shall be taken for the prompt rescue	
of any person in danger.	
(c) Adequate provision shall be made for prompt first-aid	
treatment of all injuries likely to be sustained during	
the course of the work.	
<b>CLAUSE 37 (C):</b>	
The Contractor shall duly comply with the provisions of "The Apprentices Act, 1961" ( LII of 1961) the rules made there under and the orders that may be issued from time to time under the Act and the said rules and his failure or neglect to do so, he shall be subject to all the liabilities and penalties provided by the said Act and the said rules.	
<b>CLAUSE 38 :</b>	
(1) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.	
(2) Quantities in respected of the several items shown in the tender of approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than Rs. 5000.	
(3) The Contractor shall, if ordered in writing by Engineer to do so, also carry out any quantities in excess or the limit mentioned in sub clause	
(1) hereof on the same condition as and in accordance with the specification in the tender and at the rates (a) derived from the rates entered in the current schedule of rates and in the absence of such rates. (b) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tender amount bears to the estimate cost	

	<p>of the work as put to tender based upon the schedule of rates applicable to the year in which the tender were invited for the purpose of operation of this clause, this cost shall be taken to be Rs. _____/- in words Rs. _____ only). Cost as per CSR 12-13.</p>	
(4) This clause is not applicable to extra items :-		
<b>(5) Payment for excess quantity</b>		
<p>The contractor has to execute excess quantities as per Accepted rate only, No separate rate or CSR rate will be given to the contractor</p>		
<p><b>CLAUSE 39 :</b></p> <p>The Contractor shall employ any famine, convict or other labour of the particular kind or class if ordered in writing to do so by the</p> <p><b>CLAUSE 40 :</b></p> <p>No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works, on account of any delay in accordance with the sanction of estimate.</p> <p><b>CLAUSE 41 :</b></p> <p>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.</p> <p><b>CLAUSE 42 :</b></p> <p>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 of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for the measurements of or payment for the work.</p>		
		<p><i>Employment of Famine labour etc.</i></p>
		<p><i>Claims for compensation for delay in starting the work.</i></p>
		<p><i>Claims for compensation for delay in starting the work</i></p> <p><i>Entering upon or commencing any portion of work.</i></p>
		<p><i>Minimum age of persons employed, the employment of donkeys and for</i></p>

<p><b>CLAUSE 43 :</b></p> <p>(a) No Contractor shall employ any person who is under the age of 12 years.</p> <p>(b) No Contractor shall employ donkeys or other animals with breaching of string or thin ropes. The breaching must be at least 3 inches wide and should be of tape (Newer).</p> <p>(c) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.</p> <p>(d) The Engineer-in-charge or his agent 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 DMC for any delay caused in the completion of the work by such removal.</p>	<p><i>other animals and the payment of fair wages.</i></p>
<p>(e) 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 ground that the wages paid are not fair and reasonable the dispute shall be refereed without delay to the Engineer in charge who shall decide the same. The decision of the Engineer in charge shall be conclusive and binding on the Contractor but such decision shall not in any way affect the condition in the contract regarding the payment to be made by the DMC at the sanctioned tender rates.</p> <p>(f) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged in the large work in urban areas.</p> <p>(g) Contractor to take precaution against accidents which taken place on account of labour using loose garments while working near machinery.</p> <p><b>CLAUSE 44 :</b></p> <p>Payment to contractors shall be made by cheque drawn on any bank within the division convenient to them provided the amount exceed Rs. 10/- Amount not exceeding Rs. 10/ - will be paid in cash.</p>	<p><i>Method of payment.</i></p>

<p><b>CLAUSE 45 :</b></p> <p>Any Contractor who does not accept these conditions shall not be allowed the tender for work.</p> <p><b>CLAUSE 46 :</b></p> <p>If Government declares a state of scarcity or famine to exist in any village situated within 16Kms. of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified him by the Engineer in charge or be any person to whom the Engineer in charge 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 behave. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Engineer in charge whose decision shall be final and binding on the Contractor.</p>	<p><i>Acceptance of conditions compulsory before tendering for work.</i></p> <p><i>Employment of scarcity labour.</i></p>
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<p><b>CLAUSE 47 :</b></p> <p>The price quoted by the Contractors shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the control price or the price permissible under the Hoarding and Profiteering Ordinance 1948 as amended from time to time, if 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 reason for quoting such higher prices. The purchaser at his discretion will in such case exercise if 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.</p> <p><b>CLAUSE 48 :</b></p> <p>The tendered rate shall be inclusive of all taxes, rates and octroi and shall also be inclusive of tax liable in respect of works contract under the provision of Maharashtra Sales Tax on transfer of property in goods involved in the execution of works contract Act. 1985 [Mah. Act XIX of 1985 ] as amended from time to time and the works contract will be deducted as T.D.S. as per circular of sale tax department. Tender rate is also inclusive of GST / VAT and Service Tax if any.</p>	
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<p><b>CLAUSE 49 :</b> In case of material 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 sales.</p>	
<p><b>CLAUSE 50 :</b> The Contractor shall employ at least 80% of the total no. of unskilled labour to be employed by him on the said work from out of person ordinary residing in the district in which site of the said work will be located. Provided however, if the required no. of unskilled labour from that district is not available, the Contractor shall in the first instant employ such number of person as is available and thereafter may, with previous permission in writing of the Engineer in charge-in-charge of the said work, obtain the rest of requirement of unskilled labour from outside district.</p>	<p><i>Wages to be paid to the skilled and unskilled labors engaged by the Contractor.</i></p>
<p><b>CLAUSE 51 :</b></p>	
<p>The Contractor pay the labors skilled and unskilled according to the wages prescribed by the Minimum wages Act applicable to the area in which the work of the Contractor are located. 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 , cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act. The Contractor shall pay the labours skilled and unskilled according to wages prescribed by minimum Wages Act applicable to the area in which the work lies.</p>	
<p><b>CLAUSE 52 :</b></p>	
<p>All amount whatsoever with the Contractor is liable to pay to the DMC in connection with the execution of the work including amount payable in receipt of (1) materials and/or stores supplied/issued hereunder by the DMC to the Contractor (2) hire charges in respect of heavy plant, machinery and the equipment given on the hire by the DMC to the Contractor for execution by him of the work and/or on which advances have been given by the DMC to the contractor shall be deemed to be arrears of the Land Revenue and the DMC may without prejudice to any other right and remedies of the DMC recover the same from the Contractor of arrears of land revenue.</p>	

**CLAUSE 53**

The successful tenderers will be required to produce to the satisfaction of the specified concerned authority a valid and consequent license issued on favors of the contractor under the provisions of the contract Labor ( Regulation and Abolition) Act, 1970 before starting the work. On failure to do so, the acceptance of the tender should be liable to the withdrawn and also earnest money.

The Contractor shall duly comply with all the provisions of the Contract Labor (Regulation and Abolition) Act, 1970(37 of 1970) and the Maharashtra Contract Labor (Regulation and Abolition) Rules 1971 as amended from time to time and all other relevant status and statutory provisions concerning payments of the 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 Labor (Regulation and Abolition) Rules 1971. If the Contractor fails or neglects to pay wages at the said rates and makes short payment and the DMC makes such payment or wages in full or part thereof less paid by the Contractor, as the case may be, the amount paid by the DMC to such workers shall be deemed to be arrears of land Revenue and the DMC shall be entitled to recover the same as such from the Contractor or deduct same from the amount payable by the DMC to the Contractor hereunder or from any other amount payable to him by the DMC.

**CLAUSE 54 :**

Where the workers are required to work near the machine and are liable to accident they should not be allowed to wear loose cloths like Dhoti, Jabber etc.

**CLAUSE 55 :**

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and the orders issued there under from time to time. If he fails to do so, his failure

<p>will be breach of the contract and the Municipal Engineer / City Engineer of the DMC 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 provision of the Act.</p> <p><b>CLAUSE 56 :</b></p> <p>In view of the difficult position regarding the availability of foreign exchange no foreign exchange be released by the DMC for the purchase of the plant and machinery required for the execution of the work contract.</p>	
<p><b>CLAUSE 57 : Price Variation Clause</b></p>	<p><b>Not applicable</b></p>
<p><b>CLAUSE 58 :</b></p> <p>In case of dispute regarding the provisions of any items precedence to decided the provision will be as below :-</p> <ul style="list-style-type: none"> <li>i) Provisions in Schedule ‘B’</li> <li>ii) Specifications.</li> <li>iii) Drawings</li> </ul> <p><b>CLAUSE 59 :</b></p> <p>Insurance policy – Govt. of Maharashtra Marathi resolution dated 19-8-98</p> <p>1. Contractors shall take out necessary Insurance Policy/ policies so as to provide adequate insurance cover for execution of the award contract work from the director of Insurance Maharashtra State, Mumbai –51 only. Its postal address for correspondence is “264, Ist floor, Mahda , Opp. Kalanagar, Bandra (E) , Mumbai-51” (Tel. No. 6438461/ 6438690)</p> <p>e-cum servicing arrangements approved by the director of In</p> <ul style="list-style-type: none"> <li>a) Loss of or damage to the civil and mechanical and electrical equipment supplied / installed including the materials such as pipes, valves, specials etc. brought on site.</li> <li>b) Loss of or damage to contractor’s equipment including his vehicles.</li> <li>c) Loss of or damage to property (except the work, plant material and equipment) in connection with the contractor and,</li> <li>d) Loss of or damage to property (except the work, plant material and equipment) in connection with the contractor and,</li> </ul>	

e) Personal injury or death due to vehicles of the contractor and / or due to any accident that may arise at or around site to the contractor personal or to the DMC/MJP staff or to any other person connected with M.J.P. /DMC contractor.

2. Policies and certificates for Insurance shall be delivered by the contractor to the Engineer for the Engineer's approval before the date of actual starting of work. All such insurance shall provide for compensation to be payable in the types of proportions of currencies required to rectify the loss of damage incurred.

3. If the contractor does not produce any of the policies and certificates required, the Engineer may effect the Insurance for which the contractor should have produced the policies and certificates and recover the premiums it has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be of debt due.

4. Alteration to the terms of an Insurance shall not be made without the approval of the Engineer.

5. The minimum insurance cover for loss and damage to physical property, injury and death shall be 10 % of the contract cost per occurrence with No. of occurrences as 4 (four). After each occurrence the contractor shall pay additional premium necessary so as to keep the insurance policy valid always till the defect liability period is over.

6. No payment will be released to the contractor until the insurance coverage with the Govt. Insurance fund, Maharashtra State is provided and unless the proof of Insurance coverage is produced by the contractor to the engineer-in-charge.

C.A.R. ( contractor's all risk policy ) Insurance will have to be done before start of the work.

**CLAUSE 60 :**

The plants and equipments required for tendered items of water treatment plant are eligible for exemption from custom and central excise duty vide Govt. of India, Ministry of Finance and Company Affairs, Department of Revenues, Circular No. 659/50/2002-cx dated 6th September 2002. The necessary project authority certificate will be submitted by Department to the district Collector for exemption from custom and Central Excise Duty. However, the further certification and actually getting the excise exemption shall rest with the Contractor.

**CLAUSE 61 :**

The Contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen , headlights and appliance and safeguards to protect the work , life , property, the public, excavations, equipment and materials, Barricades shall be substantial construction and shall be painted such as to increase their visibility

at night. For any accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defenses of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay all 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 be paid in compromising any claim by any such person.

**CLAUSE 62 :**

If contractor fails to keep satisfactory progress of work even after implementing action under provision of clause 2 along with other actions to be adopted deem hart suitable under any clause of this agreement , on sending appropriate notice of ten days his name will be recommended for black listing / emoval as registered contractor to concerned authority.

***DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA WARVADE***

***B-1 TENDER***

**FOR**

**Name of Scheme :-** दोंडाईचा वरवाडे नगरपरिषद हद्दीतील वॉर्ड क्र.१२ मध्ये स.नं.१८-१अ उत्तम नगर मध्ये सार्वजनिक जागेला अतिक्रमणा पासुन आळा घालण्यासाठी वॉल कंपाऊड बांधणे.

# ADDITIONAL CONDITION

## **ADDITIONAL CONDITIONS**

1. All the materials such as Asphalt, Cement etc. shall be procured by the contractor from the approved Govt. Institution or as directed by Chief Officer Only. The material shall be brought at the site of work well in advance by the contractor.
2. The contractor shall submit periodically progress of work to the Chief Officer, Dondaicha Warvade Municipal Council, Dondaicha Warvade.
3. Materials shall be tested as per frequency prescribed by the department from any Government Laboratory or Government Polytechnic and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per

standards prescribed, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, if so requested by the contractor in writing, material shall be allowed to be used before receipt of test results but this will be entirely at the risk and cost of the contractor.

4. The materials not confirming the required standard shall be removed at once from the site of work by the contractor at his own cost. All materials such as Asphalt, Cement etc. require for use in the work shall be confirming to the concern I.S/ M.O.S.T specifications.
5. The contractor shall construct at his own cost shed/ sheds for storing materials as per the direction of the Chief Officer. Such constructed sheds shall be removed on completion of work.
6. The Contractor shall make his own arrangements for the safe custody of the materials brought by him on site of Work.
7. The charges for conveying of materials from the place of purchase by the contractor to the site of work & the actual spot on work site shall be entirely borne by the contractor. No claims on this account shall be entertained.
8. Separate register for Site Visit/ Instruction which are given by Chief Officer or Architect or Engineer of Dondaicha Warvade Municipal Council, shall be maintained by the contractor.
9. The contractor shall provide regular technical person on Site.
10. Contractor will not be entitled for Price Variation Claim.
11. No arbitration will be entertained. In case of disputes regarding tender the Municipal Councils decision will be final & binding on the contractor.
12. The Municipal Council shall not be responsible for the loss in cement, steel, granite, marble, tiles and electrical item during transit to work site.
13. Lowest bidder shall submit Bank guarantee / Demand draft with tender document as per public works department, government of Maharashtra GR Dated 27/06/2017. If contractor shall not submit Bank guarantee / Demand draft with tender, his tender will not be open.

# SCHEDULE 'A'

## SCHEDULE "A"

Memorandum showing the approximate quantities and issue rates for items to be supplied by the Dondaicha Warvade Municipal Council

Sr. No.	Particulars of the Material to be issued	Qty	Unit	Tender Rates		Place of delivery
				In figure	In words	
	Nil					

***DONDAICHA WARVADE MUNICIPAL COUNCIL , DONDAICHA  
WARVADE***

***B-1 TENDER***

FOR

**ABSTRACT OF COST &  
SCHEDULE 'B'**

**BOQ is Online format**