

**EXECUTIVE ENGINEER  
ZILLA PARISHAD  
WORKS DIVISION, LATUR.**

**B-1 TENDER**

- 1) Agreement No A1/B1 ✓ of 200 - 200
- 2) Name of Sub-Division \_\_\_\_\_
- 3) Name of Work \_\_\_\_\_
- 4) Amount of Work put to tender Rs. \_\_\_\_\_
- 5) Rates quoted %above/below. \_\_\_\_\_
- 6) Tendered Amount Rs. \_\_\_\_\_ Rs. \_\_\_\_\_
- 7) Name of Agency \_\_\_\_\_
- 8) Date of work order issued \_\_\_\_\_
- 9) Stipulated Period of Construction : \_\_\_\_\_
- 10) Target date of Completion : \_\_\_\_\_
- 11) Extension granted i) \_\_\_\_\_  
ii) \_\_\_\_\_
- 12) Final date of completion : \_\_\_\_\_
- 13) Details of Schedule A \_\_\_\_\_  
  
Materials to be supplied i) Cement  
ii) Steel  
iii) C.G.I. Sheets
- 14) Details of R.A. Bills Paid 1<sup>st</sup> R.A. :  
2<sup>nd</sup> R.A. :  
3<sup>rd</sup> R.A. :

**B-1 TENDER**

FOR THE WORK OF \_\_\_\_\_

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## (APPENDIX)

## (STANDARD FORMAT FOR PRESS NOTICE)

## GOVERNMENT OF MAHARASHTRA PUBLIC WORKS DEPARTMENT-IRRIGATION DEPARTMENT

Sealed tenders for the following work are invited by the Executive Engineer \_\_\_\_\_ Division (Full address - telephone number \_\_\_\_\_ from the contractor registered with the Govt. of Maharashtra in appropriate class. The blank tender forms shall be issued by the Executive Engineer form. \_\_\_\_\_ to \_\_\_\_\_. The tenders will be received by the Ex Engineer, sup. Engineer on or before \_\_\_\_\_ upto \_\_\_\_\_ hours and will be opened on the same day if possible. The pre-tender conference of prospective tenders will be held in the office of \_\_\_\_\_ the \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ Hrs.

Sl. No.	Name of work	Estimated cost (Rs.)	Earnest Money	Time limit for completion (month's)	Type of tender form
2		3	4	5	Cost of Blank Tender form in (Rs.) 6

Detailed tender notice can be seen on the notice board in the Executive Engineers office  
 Copy can be obtained free of cost from the Executive Engineer in request/  
 strike out if not applicable.

Contractor

No. of correction

D.Y.E.E.

EXECUTIVE ENGINEER  
Z.P. (W) Division, LATUR

**DETAILED TENDER NOTICE**

1. Sealed percentage tenders B-I form are invited from the contractor registered in \_\_\_\_\_ class and above under the system of approved list of contractors in Maharashtra State, The name(s) of work/ (s) estimated cost, Earnest Money, Security deposit, Time Limit for completion etc. are as under.

Sr. No.	Name of work	Estimated cost work	Earnest Money Deposit	Security Deposit	Class of Contractor	Time limit for completion
1	2	3	4	5	6	7

(Clasuse :- Two or more contractors of any class may combine and tender for a work costing the amount up to which each individual contractor or the higher of the two limits if they are of different categories, are emprowered to tender as per the original registration provided .

i) The combination is of the contractors as a whole and not individual partners

-And-

ii) They draw a registered partnership deed and submit a copy there of to the authority at the time of purchasing of tender formes

2) Blank tender forms containing condition of contract, specifications & contract drawing can be had on cash payment of Rs----- per set from the office of the Executive Engineer. Public Works Division ----- up to officer Hours. On any working day upto ----- postage will be Rs. ----- extra for in land it required by post. Further information can be obtained from the above office.

3) The Tender received upto \_\_\_\_\_ Hrs. on \_\_\_\_\_ Superintending Engineer / Executive Engineer Public Works Circle / Division ----- may be opened the same day if possible, in the presence of the intending contractors of their authorised representatives. The tenders sent by post shall be sent in good time, by registered post and must reach by the aboved time and date. The Department will not be responsible for late receipt or for non-receipt postal authority.

4) The tenders should be accomaineid by Earned Money Deposit paid in any Govt. Treasury/Sub-Treasury/ State Bank of India Hyderabad/RBI and the receipted challan attached or one year term deposit receipt in favour of Executive Engineer P.W.D. ----- when amount remitted through Treasury challan it should be credited M.N. ----- in favour of the Executive Engineer, public Works Division ----- described as E.M.D. for above work. The E.M.D. in any form or in the form of cheque shall not be accepted.

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The tenders who are exempted from payment of E.M.D. should attached a copy of the EMD Exemption certificate, issued by the competent authority duly attested by Gazetted officer of P.W.D./irrigation Dept.. Likewise this certificate in original will have to show to the Tender opening authority if required.

- 6) The amount of EMD will be forfeited in case the successful tenderer does not limit the initial deposit and complete the contract document within the time limit as specified by the Executive Engineer Z.P. (W) Division ----- in all other case, the EMD will be refunded forth with on application.
- 7) The successful tenderer shall have to pay half the security deposit in Cash or in the form of Bank Guarantee (in the form as prescribed by Government) from any scheduled Bank, and balance security deposit will be recoverable through the bills at the percentage as shown in item (e) of the memorandum in printed B-1 Form of as many be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.
- 8) The tendering procedure and manner submission of the tender and opening of tenders will be as per rules in Annexure - 1 at page No. (8)
- 9) The acceptance of tender may be communicated to the contractor telegraphically or otherwise, and either by the tender may by the tender opening authority or any authority in the department including Government,
- 10) The tenderer shall enter in the blank space on page No.----- of the printed form (B-1) under para "TENDER FOR WORKS" the percentage in figures and words and score out of the words "below/above" as necessary under his attestation. In case of difference between percentage written in figures. And words the Lower of the two will be treated as final offer.
- 11) No pages should be removed from added to or replaced in the tender.
- 12) The contractor will have to sign the original copy of the tender papers and drawings according to which work is to be carried out he shall also have to sign a declaration to the effect that he has fully studied the plans. Specification, local condition availability of labour and materials and the at he quoted his rates with due consideration to all these factors.
- 13) The right to revise amend the contract documents prior to the date as notified for receipt of tenders or extended date is reserved. Such deviation amendments or extension if any shall be communicated in the form of corrigendum by letter/or/and by notice in the notice in News papers as may be considered suitable.
- 14) **EXAMINATION OF DRAWING AND SITE CONDITIONS**  
The tender shall in his own interest carefully examin the drawings, condition of contract, specification etc. He shall also inspect the site and shall acquaint himself about the climate, physical and all other condition prevailing at site, the nature magnitude, special features, practicaoility of work, all existing & required means of communication and access to site availability of housing and other facilities, the availability of labour and materials labour camps, sites store and godowns etc. He shall obtain

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etc. He shall obtain all necessary information as to risk, contingencies and other circumstances which may effect and influence the tender. No. claims on account of any of the above or any other factors, will be entertained by Government, should there be any discrepancies /doubt obscurity as to meaning of any of the tender documents or as to the instructions to be observed by him, he shall set forth in writing such discrepancies, doubt or obscurity and submit the same to the executive Engineer; public works division -----  
----- for elucidation as soon as possible.

- 15) No tender on alternative design will be entertained at all.
- 16) The tender submitted by the tenderer shall be vailed for a period of ..... days from date of opening of the tenders.
- 17) The contractor (S) whose tender is accepted is required to note that to foreign exchange will be released by Government / Department.
- 18) The tenders which do not fulfill all or any of the conditions or are in complete form in any respect are liable to be summerily rejected.
- 19) The tender accepting authority is not bound to accept the lowest tender, The right to reject, any or all tenders without assinging reasons therefore is reserved. The powers of acceptance, of tender is vested to -----  
-----
- 20) This notice inviting tender shall form part of tender agreement.

### GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS

- 1)
  - a) One set of contract conditions and drawing will be supplied to the contractor free of cost.
  - b) The drawing which form part of specification shall show the work to be done in as many details as is possible at the present stage. They may be supplemented or superceded by such an additional detailed drawing as may necessary as per the work on these features and in accountance with the additional revised drawings as the case may be and at the applicable cases as per the contract as stipulated in clause 14 of the agreement.
  - c) Statement as to the condition under which work is to be performed including plan survey measurements, diamentions, claculation, estimates, boring etc. are made solely to furnish a basis of comparision of tender. The contractor shall check all drawings and estimates carefully and also satisfy himself by huis own investigations regarding all condition affecting the work to be done and labour and materials; needed and make his bid in solely relying thereon.

ommissions discovered. The contractor shall not take advantage of any kind of errors or ommissions in the drawing and specification supplied.

e) The Engineer-in-charge will suitably modify or change the part of the drawing plant etc. as per requirement.

f) The size or RCC members shown in drawing and adopted in the estimated are rough and will vary based on the actual RCC design which will be supplied during the execution.

g) The foundation adopted in the estimated, for the work may be changed if necessiated due to actual site condtion during execution.

2) **INFORMATION REGARDING LABOUR.**

The contractor shall submit daily report to the Engineer-in-charge regarding strength of labour employed by him on the work both of skilled and unskilled category in the form as may be prescribed by the Engineer-in-charge. The contractor if directed by the Engineer-in-charge shall increase / decrease the labour strength, for which no claim of any kind shall be entertained.

3) **EMPLOYMENT OF RESIDENT ENGINEER.**

The contractor must employ qualified skilled and fully authorised Engineer for carrying out the work who may be available for (24) Hours on site. The resident Engineer will be considered at all times to be acting for the contractor with full responsibility in every respect. The contractor will appoint such Engineer.

The checking of any setting out of checking or levels by the Engineer of his authorised representative shall not in any way relive the contractor of his responsibility for the corrections there of and the contractor shall carefully protect and preserve all sevels marks site rails pages and other things used in setting out or works.

6. A work order book shall be maintained on work site at the cost of the Department and shall be the property of Government. The Contractor or his authorised representative shall sign the orders recorded therein by the Engineer-in-charge or his superiors and shall then carry out promptly and report compliance of the same to the Engineer-in-charge in good time.
7. The contractor should note that INCOME TAX will be deducted from the payment of bills payable for the work done, as per rules prescribed from time to time by competent authority.
8. The rates include clearance of site prior to commencement of the work and after completion in all respect. Clearance of site includes removing of all bushes, woods, and freesupon 3" dia at the ground level. Trees of bigger diameter will be removed by the department upto ground level. The roots of these trees and bushes, will be removed by the contractor including filling of pits, for which payment will be made.
9. The contractor will be required to make plantation of ----- trees and rear them for ----- years as per directions of Engineer-in-charge.
10. The contractor is required to establish field laboratory at work site at his own cost for the day to day testing of materials.
11. All the unused materials and plants and implements not removed by the contractor within two months on completion of work, shall become the property of the P.W. Department and the contractor shall not be entitled for any payment of compensation whatsoever, in respect their of.
12. The work include in the contract shall be carried out strictly in accordance with the specification/sp/specification attached to the tender schedule 'B'
13. IF THE TENDER IS ACCEPTED, THE CONTRACTOR WILL HAVE TO SUBMIT DETAILED WORK PROGRAMME THE SEQUENCE OF OPERATIONS AND METHOD OF EXECUTION TO THE ENGINEER-IN-CHARGE AND GATE IT APPROVED IN WRITING BEFORE STARTING THE WORK.
14. The contractor should note that he will be entitled to price variation claim in terms of condition and formulas as per Annexure-II attached.

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the constitution of the firm without obtaining prior approval of the engineer-in-charge, failing which the contractor firm will be liable, apart from termination of contract including cancellation of his registration.

16. The contractor will have to make his own arrangement for machinery required in execution of work.

The list of machinery as may be available with the department is attached here with (p) which may be made available to contractors in the terms and conditions has been prescribed and may prescribed from time to the time by Government and/or superintending Engineer, Mechanical. The contractor also note that no claim on account of nonsparing of machinery by the Department at all.

17. For assurance of Quality works, the contractor, will have to employ at least (one) Nos. of Engineers, & full details of such Engineer's should be included in Env. No. I in the absence of which his Env. No. 2 will not be opened.

## MANNER OF SUBMISSION OF TENDER

## Tendering procedures.

## A] BLANK TENDER FORMS.

Blank tender forms can be purchased from the office as stipulated in the Tender Notice.

## B] PRE TENDER CONFERENCE

[APPLICABLE FOR WORKS COSTING MORE THAN RS. FIFTY LACS]

- 1] A pre-Tender conference open to all prospective tenders will be held at ----- on ----- at ----- hours in the office of the Superintending Engineer, Public works Circle -----/ Chief Engineer ----- Wherein the prospective tender will have and opportunity to obtain clarification regarding the works and the tender conditions.
- 2] The prospective tender are free to ad for any additional information or clarification either in writting or orally and the reply to the same will be given by the Superintending Engineer/Chief Engineer in writing and this clarification referred to as common set of conditions shall form part of tender documents and which will also be common and applicable to all tenders.
- 3] The Tender submitted by tender shall be based on the clarification, additional facility issued [if any] by the Department and this tender shall be un-conditional tenders will be summarily rejected.
- 4] All tenders are cautioned that the tenders containing any deviation from the contractual terms and conditions, and specifications or other requirements and conditional terms will be rejected as no responsive.
- 5] Manner of submission of tender and its accopaniments.

Tender to be limited in two seprate sealed enveloped.

THE TENDER SHALL SUBMIT THE TENDER AND DOCUMETNS IN TWO SEALED ENVELOPES AS BELOW.

## a] ENVELOPES No. 1

First envelope clearly marked as "Envelope No. 1" Shall contain the following documents.

- i] Government treasury challan or one year term deposit receipt or any scheduled band for the amount of earnest money or certificate of exemption for payment or earnest money, if applicable.

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- ii] Certificate as a registered contractor, with the Government of Maharashtra as may be applicable.
- iii] An up-to-date income Tax clearance certification original from income Tax officer or the circle (or true copy thereof duly attested by a Gazetted Officer) Valid on the date fixed for receipt of tender, unless specifically exempted in this respect by the Government.
- iv] List of Machinery and plants immediately available with tenderer for use on this work and list of machinery proposed to be utilised on this work but not immediately available and the manner in which it is proposed to be procured.
- v] Details of works of similar type and magnitude carried out by the contractor.
- vi] Details of technical personal for on the rolls of the tenderers.
- vii] Details of other works tendered for and in hand with the value of work unfinished on the last date of submission of the tender. The certificate from the heads of the offices under whom the works are in progress should enclosed.

**b]. ENVELOPE NO. 2 TENDER**

The second envelope clearly marked as :Envelope No. 2" shall contain only the main tender including the common set of conditions / stipulations issued by the department after the pre-tender coference A tender submitted without this would be considered as "invalid".

The tender should quote his offer on schedule 'B' of the tender as item Rates or percentages of estimated rates, at the appropriate place of tender documents to be submitted only in Envelope No. 2 He should not quote this offer any where directly or be indirectly in Envelope No. 1 The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued/additional stipulations made by the Department, as informed to him by a letter from Chief Engineer/Superintending Engineer, after pre-tender conference. This tender shall be un-conditional.

**c) SUBMISSION OF TENDER**

The Two sealed Envelope No. 1 and 2, shall be again put together with in one common cover and sealed This sealed cover shall be marked on the left hand top corner.

"TENDER FOR" -----  
 -----  
 -----

The full name and address of the tenderer and the name of the authorised agent delivering the sealed cover containing the tender shall be written on the bottom left hand corner, if submitted by post, the sealed envelope marked as above, shall be enclosed in another cover separately addressed and shall be sent by registered post acknowledgement due. The date and time for receipt of envelope containing tender shall strictly apply in all cases.

The tenderer should ensure that their tender is received by the Superintending Engineer, Public Works Circle, before the expiry of the date and time. No delay on account of any cause will be entertained for the late receipt of the tender. Tender offered or received after the date and time is over will either not be accepted or if inadvertently accepted will not be opened and shall be returned to the tenderer unopened.

#### d) OPENING OF TENDER

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

#### ENVELOPE NO. 1

First of all Envelope No. of the tenderer will be opened to verify its contents as per requirement if the various documents contained in this Envelope do not meet the requirements, of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's Envelope No.2 will not be considered for further action but the same will be recorded.

#### ENVELOPE No. 2

This envelope shall be opened immediately after opening of Envelope No. 1, only if contents of Envelope No. 1 are found to be acceptable on the Dept.. The tendered rate is schedule 'B' or percentage above/below the estimated rates (or lump-sum offer in case of tenders in form 'C' shall than be read out.

(11)

**FORMATE**

**DETAILS OF SIMILAR TYPE AND MAGNITUDE OF WORKS CARRIED OUT BY THE CONTRACTOR**

Sr. No.	Name of work and Authority under whom the work executed	Estimated cost of work	Date of commencement	Date of completion	Date of completion	Remarks
1	2	3	4	5	6	7

Contractor

No. of correction

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EXECUTIVE ENGINEER

(12)

**FORMATE**

**Details showing works in hand of the contractor supported with the Certificates of the concerned authorities under whom the works are being executed**

Sr. No.	Name of work in progress	Estimated cost	Date of commencement	Date of completion	Cost of balance work in	Remarks
1	2	3	4	5	6	7

Contractor

No. of correction

DY.E.E.

EXECUTIVE ENGINEER

LIST OF MACHINERY AVAILABLE WITH AND IN POSSESSION OF THE CONTRACTOR WHICH HE PROPOSED TO USE FOR EXECUTION OF THIS WORK.

Name of work \_\_\_\_\_

Sr. No.	Name of Machinery	Capacity	No. and Make	How Many Nos.	Whether in working order	whether owned by him	Remarks
1]	Stone crusher						
2]	Cement concrete Mixer						
3]	Motor trucks.						
4]	Asphalt Mixer						
5]	Asphalt Boiler						
6]	Vibrator						
7]	Pumping sets						

- Note : 1] To be filled in by the contractor.  
 2] The above machinery is readily available, with me/us in good working condition and I/We will use them on the works tendered for as above work.

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Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor

ACCOMPANIMENT TO THE GOVERNMENT RESOLUTION, PUBLIC WORKS  
DEPARTMENT NO BDG. 1091/CR-172/Bidg 2 DATED 10 TH JANUARY, 1992

PRICE VARIATION CLAUSE

1. If during the Operative period of the in contract as defined condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial works for -----  
----- centre as per the Labour Gazette published by the commissioner  
of Labour, Government of Maharashtra and / or in the Wholesale Price Index for all  
commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government  
of India, as compared to the respective figure therefore, on the date 30 days before the last  
date prescribed for receipt of tender and/or in the prices of Petrol/Oil and Lubrication, then  
subject to the other conditions mentioned below, price adjustment on account of

(i) Labour component (ii) Material component and  
(iii) POL components, which respectively are ..... %  
..... % and .....% of the total cost of work put to tender, calculated  
as per the formula hereinafter appearing, shall be made. (Total of all these three components  
will be 100)

(A) Formula for Labour Component

$$VI = 0.85 \left[ \begin{array}{c} \text{P-Cost of Schedule 'A'} \\ \text{materials used} \end{array} \right] \times \left[ \begin{array}{c} K1 \\ 100 \end{array} \right] \times \left[ \begin{array}{c} C1-CO \\ CO \end{array} \right]$$

Where =

- VI = Amount of price variation in Rupees to be allowed.  
P = Cost of work done during the period under consideration.  
K1 = Percentage of Labour component as indicated above  
CO = Basic Consumer Price Index for Nanded centre  
ascertained as above on the date 30 days preceeding the last date  
prescribed for receipt of tender.  
C1 = Average Consumer price Index for Nanded Centre ascertained as  
above during the period under consideration

(B) Formula for Materials Component :

$$V2 = 0.85 \left[ \begin{array}{c} \text{P-Cost of Schedule 'A'} \\ \text{Materials used} \end{array} \right] \times \left[ \begin{array}{c} K2 \\ 100 \end{array} \right] \times \left[ \begin{array}{c} 11 \\ 10 \end{array} \right]$$

- V2 = Amount of price variation in Rupees to be allowed.  
P = Cost of work done during the period under consideration.  
K2 = Percentage of Materials component as indicated above.  
IO = Basic Wholesale Price Index ascertained as above on the date 30 days preceding the last date prescribed for receipt of tender.
- I1 = Average Wholesale price, Index ascertained as above during the period under consideration

C) Formula for Petrol, Oil and Lubricant Component :

$$\frac{V3}{PI-PO} = 0.85 \left| \frac{P-COST\ OF\ SCHEDULE\ 'A'}{MATERIALS\ USED} \right| \times \frac{K3}{100} \times \left| \right|$$

PO

Where -

- V3 = Amount of price variation in Rupees to be allowed.  
P = Cost of work done during the period under consideration.  
K3 = Percentage of Petrol, Oil and Lubricant component  
PI = Average Price of H.S.D. for Bombay during the period under consideration
- PO = Average price of H.S.D. for Bombay on the date 30 days preceding the last date prescribed for receipt of tender.

II. Conditions referred to in Paragraph - I

- (i) The Operative Period of the contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date when the time allowed for the work specified in the Memorandum under Tender for work expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer-in-charge under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor.
- The decision of the Engineer-in-charge as regards the Operative Period of the contract shall be final and binding on the contractor. Where compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract, provisions. the escalation amount for the balance work from the date of levy of such compensation shall be worked out by pagging the indices C-1, I-1, and P-1 to levels corresponding to the date from which such compensation is levied.
- (ii) This price variation clause shall be applicable to all contracts in B-1, B-2 and forms but shall not apply for piece works.

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(iii) Price variation shall be calculated in accordance with the formula mentioned above separately for labour, material and POL components.

The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities payable under the provisions of clause 38/37 of the contract form B1/B2 respectively since the rates payable for the extra items or the extra quantities under Clause 38/37 are to be fixed as per the current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/ execution of extra items as well as extra quantities under clause 38/37 of the contract form B1/B2 extends beyond the operative date of the then DSR the rates payable for the same beyond that date shall be revised with reference to the next current DSR prevalent at that time on year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.

This clause is operative both ways, i.e. the price variation in the said wholesale price index for all commodities, consumer price index (New series) or price of HSD for Bombay is on the Plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the government shall be entitled to recover the same from the contractor and the amount shall be deductible from the contractor's bill for the respective period in which there are fluctuations.

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## ANNEXURE-III

## LIST OF MACHINERY

That may be spared for the above work by the Executive Engineer, Public Works Division

Name of work -----

Sr. No.	Description of Machinery	No.	Hire charges per day of part of.	Remarks

## NOTE :

- 1) Hire charges will not be levied on Bazar day and on such days when the Machinery is sick or idle for ever handling wash out for repairs.
- 2) The Machinery will be supplied at the Public Works Division Stores, and the hire charges will be levied from the day it is handed over to the contractor from the stores till it returned to the store except for the days mentioned in note 1 above.
- 3) The contractor shall return the machinery to the department at the place where it is handed over to him
- 4) The hire charges included the salaries of the Driver and firemen or cleaner. The running charges inclusive of periodical overhauling wash out and cost of fuel etc. shall be borne by the contractor.
- 5) The Machinery as above with the department will be spared to the contractor for use on the works in question on indent subject to the rule and conditions for the hire charges issued by the Chief Engineer (Mechanical) Irrigation Department Nasik from time to time.  
The Machinery as above will be spared if available with the Division. In case however, for any reasons the required number under any category cannot be made available the contractor will not be entitled for any claim whatsoever.
- 6) Hiring machinery to contractors will be regulated as per rules and regulations as prescribed from time to time by /Chief Engineer Mechanical.

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# GENERAL SPECIFICATION AND ADDITIONAL CONDITIONS

## MAJOR WORKS

**Note :** These are to apply as additional specification and conditions unless, already provided for contradictorily elsewhere in this contract.

### 1) WORK AND SITE CONDITIONS

#### 1.1 GENERAL DESCRIPTION OF WORKS.

[Describe type and details of work in brief ]

#### 1.2 LOCATION AND SITE CONDITIONS

[State location approach, communications, quarries, land water, labour etc. facilities restrictions, etc.]

**Note :** This may form a separate exhaustive, chapter in case of Major contracts, of say ever Rs. One crore.

### 2) GENERAL

#### 2.1 CONTRACTOR TO INFORM HIMSELF FULLY

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

If he shall have any doubt as to the meaning of any portion of these general conditions or the special conditions or the scope of the work the specification and drawing or any other matter concerning the contract, he shall in good time before submitting his tender set forth the particulars there of and submit them to the Executive Engineer \_\_\_\_\_ Division in writing in order that such doubt may be clarified Authoritatively before tendering. Once a tender is submitted the matter will be decided in according to tender conditions in absence of such authentic per-clearification.

#### 2.2 ERRORS, OMISSIONS AND DISCREPANCIES.

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

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- iv) Between the written description of the item in the schedule of quantities and its detailed description in the specifications of the same item. The latter shall be adopted.
- b) In case of difference between the rates written in figures and words, the rates adopted by the contractor, for working out the total amount of the item will be taken as correct. In other cases the correct rate would be that which is lower.
- c) In all cases of omissions and/or doubts or discrepancies in the dimensions or description of any item of specifications a reference shall be made to the Executive Engineer..... Division whose elucidation elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precautions.

**2.3 CHANGE OF CEMENT CONTENT ETC.**

The tendered rates for any item involving the use of cement shall apply to the quantity of cement specified for the mix that time in the specifications. If for any reasons except those required for compensating the deficiencies in the components, the cement content and properties are altered by the Engineer (Engineer-in-charge) at any time or from time to time the tendered rate for the particular item and quantity or quantities, shall be duly enhanced or reduced only to account for the addition or reduction in cost of the cement content from that laid down in the specification at the rates specified in the scheduled' of the contract plus 10 % to cover all other incidental charges, whatever, like wise, if any additives compounds water proofing, material etc. are ordered by the Engineer, to be added to the mortar or concrete, no extra rate shall be payable for this change which shall be carried out as per directions of the engineer-in-charge, provided cost of such additives etc. is borne by Government or these are supplied free of cost of contractor at site by the Government.

**2.4 WORKING METHODS AND PROGRESS SCHEDULE .**

- a) The contractor shall submit within the time stipulated by the Engineer-in-charge in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by the Engineer at each of the locations, supported by necessary detailed drawings and sketch including those of the plant and machinery that would be used their locations arrangement for conveying and handling materials etc. and obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work. The Engineer-in-charge reserve the right to suggest modifications or make complete in the method proposed by the contractor whether accepted previously or not, at any stage of the work to obtain the desired accuracy quality and progress of work which shall be binding on the contractor. And no claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered.

**PROGRESS OF SCHEDULE.**

- b) The contractor shall furnish within the period stipulated in writing by Engineer-in- charge of the order to start the work a progress schedule in

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quadruplicates indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The Schedule is to be such as is particable of achievement towards the completion of the whole work in the time limit and of the particular items if any on the due dates specified in the contract and shall the approval of the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say week, for any item or items in case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

2.7

- c) The contractor shall furnish sufficient plant, equipments and labour as may be necessary to maintain the progress schedule. The working and shift hours, restricted to one shift a day for operations to be done under the Government Supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer Night worker rquies supervision shall not be permitted accept when specifically allowed by Engineer each item if requested by contractor. The contractor shall provide necessary lighting arrangement etc. for night work as directed by Engineer without extra cost.
- d) Further, the contractor shall submit the progress of work in forms and charges etc. at periodical intervals, schedule shall be in the form of progress charts, forma, statements and / or reports as may be approved by the Engineer.
- e) The contractor shall maintain proforma charts, details regarding, machinery equip ment labour materials periodical returns thereof as may be specified by the Engineer.

2.8

## 2.5 TREASURETROVE

In the event of discovery by the contractor of his employees during the progress of the works of any treasury fossit maint also or any other articles of value of interest the contractor shall have immediate, intimation thereof to the Engineer and forthwith make over to the Engineer such treasure or things which shall be the property of Government.

2.9

## 2.6 AGENT AND WORK ORDER BOOK

The contractor shall himself or engage in authorised all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. Qualified and experienced Engineer shall be provided by the contractor as his agent for technical matters in case the Engineer- in-charge considers. This as essential for the work and so directs the contractor. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This agent shall not be charged without prior intimation to the Executive Engineer and his representative on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by contractor and notify changes when made and satisfy the Engineer regarding the quantity and sufficient any of the staff thus employed. The Engineer will have the unquestionable right to ask for changes in the quality and numbers of contractors supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer.

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

**2.7 INITIAL MEASUREMENTS FOR RECORD.**

Where, for proper measurement of work it is necessary to have an intial set of levels or other measurements taken the same as record in the authorised filedbook of M.B. of Government by the Engineer or his authorised representative willbe signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. Recorded before starting the work will tender him liable to accept the decision of the Engineer as to the basis of taking measurements like wise the contractor will not cover any work which will render its subsequent measurements. Difficult or impossible with out first getting the same jointly measured by himself & the authorised representative of the Ex. Engineer. The record of such measurements on the Government side will be sigend by the contractor and he will be entitled to have a true copy of the same made at his cost.

**2.8 HANDING OVER OF WORK.**

All work and materials before finally taken over by Government will be the entire liability of the contractor for guarding, maintaining and making good anydamages of any magnitude. Interim payment made for such work will not all other pints other than in the handing over by the contractor and taking over the Executive Engineer, or his Engineer, his authorised representative and the contractor. It is however understood that before taking over such work Government will not put to it to its regular use as distinct from casual or incidental one, except as specifically mention edels where in this contract or as mutually agreed to.

**2.9 ASSISTANCE INPROCURING PRIOR ITEMS PERMITS ETC.**

The Engineer on written request by contractor, will if in his opinion the re quest in reasonable and in he interest of work and its progress, assit the contractor in secuting the priorities for deliveries, transports, permits for controlled materials etc. were such as needed the government will not however be responsible for the non availability of such facilities or dealy in this behalf andno claims on account of such failures or delaysshall be allowed bythe Govt.

The contractor shall have to make his own arrangements form machinery required for the work. However if such is conveniently available with the depart ment may be spared as per rules in force on recovery of necessary security deposit and rent with agreement in the prescribed form. Such an agreement shall be independent of this contract and the supply of machinery shall not form a ground form a ground for anyclaim or extension of time limit for this work.

2.10 SAMPLES AND TESTING OF MATERIALS

- i) All materials to be used on work such as cement, lime, bricks, aggregates steel stones asphalt, wood, tiles etc. shall be got approved in advance from the Engineer-in-charge and shall pass the tests and or analysis required by him which will be (a) as specified in the specifications for the items concerned and/or (b) as specified by the Indian Roads congress standard specifications and code or practice for road. Bridges or (c) I.S.I, specifications [ which whenever and ever applicable ] or (d) such recognised specifications acceptance to the Engineer-in-charge as requirement there to or in the absence of such authorised specifications (e) such requirements tests 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 rist and cost make all arrangements and/or shall provide for all such facilities as the Engineer may require for collecting preparing and forwarding required numbers of samples for tests or for analysis at such and to such place or places as maybe directed by the Engineer and bear all charges and cost of testing samples shall also be deposited with the Engineer-in-charges.
- iii) The contractor shall if and when required submit at his cost the samples of materials to be tested or analysed and if so directed shall not make use of or incorporated in the works and materials to be represented by the samples, untill the required tests analysis have been made and the material finally accepted by the Engineer-in-charge.

2.11 CO-ORDINATION

When several agencies for different sub-works of the project are to work simultaneously on the project site there must be full co-ordination and comparison between different contractors to ensure timely completion of whole project smoothly. The scheduled dates for completion specified in each contract shall therefore be strictly adhered to each contractor may make his independent arrangements for water power housing etc. if they so desire. On the other hand the contractors are at liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer. No contractor shall take or cause to be taken any steps of action that may cause, discription discontent or disturbance to work, labour or arrangement etc., of other contractor in the project localities. Any action by any contractor which the Engineer, in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with a such.

In case of any dispute or disagreement between the contractor, the Engineer's decisions regarding the co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractor concerned and such a decision of decisions shall not vitalate any contract not absolve the contractor or his obligations under the contract not from the grounds for any claims or compensation.

## 2.12 PAYMENTS

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

## 2.13 PATENTED DEVICES

### PATENTED DEVICES MATERIALS PROCESSES

Whenever the contractor desires to use any designed device materials or process carried by later on patent or copy right the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and the copy of their agreement shall be filled with the Engineer-in-charge so desired by the letter.

## 2.14 TEMPORARY QUARTER

The contractor still at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for having such staff with all necessary amounts and five preventive, measures etc. as directed by Engineer-in-charge.

## 3) SAFETY MEASURES AND AMENITIES

### 3.1 SAFETY MEASURES

The contractor shall take all necessary precaution for the safety of the workers and preserving their health while working in such jobs as requires special protection and precautions. The following are some of the requirements listed through not exhaustive. The contractor shall also comply with the directions issued by the Engineer, in this behalf from time to time and at all times.

1. Providing protective foot wear to workers in situations like mixing and placing of mortar or concrete in quarries and places where the work is done under too much wet conditions as also for movements over surface infested with cyster growth.
2. Providing protective head wear to workers working in quarries etc. to protect them against accidental for all of material from above.
3. Taking such normal precautions like providing handrails at the edges of the floating platforms or barges not allowing nails or metal parts or unless timber to spread aground etc.
4. Supporting workmen with proper belts, ropes etc. when working on any masts cranes cribs boist dredgers etc.
5. Taking necessary steps towards training the workers concerned on the use or machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machiners hoists and similar units are working.

- 6. Providing adequate number of boats if at all require for playing in water to prevent over loading and over crowding. 3.5
- 7. Providing life belts to all men working at such situations from where they may accidentally fall in to the water, Equipping the boats with adequate numbers of life buys etc.
- 8. Avoiding bare live wires etc. as would electrouts, workers. 3.6
- 9. Making all plat forms stagings and temorary structure sufficiently strong and not causing the workment and supervisory staff to taken under risk,
- 10. Provide sufficient first aid trainedstaff and equipment to be available quickly at the work site to render immediate first and treatment in case of accidents due to suffication drawing and other injures.
- 11. Take all necessary precautions with regard to use of dirvers. Providing full length gum boots leather hand gloves leather jacket with fire proof apron to cover the chest and back reaching upon kness and plain goggles for the eyes to labour working with not asphalt handling vibrator in cement concrete and also where use of any or all these items is beneficial in the interest ofhealth hand will being of the labourers in the openion of the Engineer. 3.7

**3.2 EXPLOSIVES.**

The contractor shall at his own expense construct and maintain proper maga- zines if such are required for the storage of explosive for use in connections with the works, such magazings being situated constructed and maintained in accordance with Government rules applicable in that behalf. The contractor shall at his own expenses obtain such licence or licences as may be necessary for storing and using explosives. Not with standing that the locations etc. of storage of explosive are ap proved by the Engineer the Government shall not incurr any responsibility whatsoever in connection with the storage and use of explosive are emplosive on the site or any tor in or for which explosives are employed being at the risk of the contractor and upon his sole responsibility and the contractor here by gives to Government an absoute indemnity in respect thereof.

**3.3 DAMAGE BY FLOODS OR ACCIDENTS.**

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

**3.4 RELATION WITH PUBLIC AUTHORITIES.**

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

**3.5 FOR MAJOR WORK  
POLICE PROTECTION**

For the special protection of the camp of the contractors works, the Dept. will help the contractor as per possible to arrange for such protection with the concerned authorities if so shall be borne by the contractor.

**3.6 INDEMNITY**

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

**3.7 MEDICAL AND SANITARY ARRANGEMENT TO BE PROVIDED FOR  
LABOUR EMPLOYED IN THE CONSTRUCTIONS BY THE CONTRACTOR.**

- a) The contractor shall be provide an adequate supply of pure and whole some water for the use of labourers, latriones shall be provided for man and women
- b) The contractor shall build sufficient number of huts on a suitable plot of land for the use of the labourers according to the following specifica-
  1. Huts of bamboos and grass may be constructed.
  2. A good site not liable sumbergence shall be selected high ground remote from jungle but well provided with trees, shall be chose wherever it is available. The neighbourhood of tank jungle grass or weeds should be particularly avoided camps should not be established close to large cut-tings of earth work.
  3. The lines of hut shall have open spaces of at least 10 years between rows when a good natural site can not procured particulars attention should be given to the drainage.
  4. The should be no over crowding. Floor space at the rate of 30 sq.feet per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
  5. The contractor must find his own land and if he wants Government land be should apply for it and payassessment for it made available by Government.
- b) The contractor shall construct a sufficient number of bath, places, washing places should also be provided for the purpose of washing cloths,
- c) The contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause any nuisance.

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- d) The contractor shall engage a medical officer, with the travelling dispensary, for a camp containing 500 or more persons if there is no Government or other private dispensary situated within five miles from the camp in cases of emergency contractor shall arrange at his cost, for transport for quick medical help to his sick workers. 5
- e) The assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matter such as water supply, sanitary conveniency the camp site, accomodation and good supply shall be followed by the contractor. 5.1
- f) The contractor shall make arrangements for all anti-malaria-measures to be provided for the labour employed on the work. The anti-malaria measures shall be as directed by the Assistant Director of Public Health. 5.2

#### 4. MISCELLANIOUS

- 4.1 Rates shall be inclusive of S.T. and other taxes etc.
- 4.2 For providing electric wiring or water lines etc. recessed shall be provided if necessary through walls, slabs beams etc. and later on refilled upto with bricks or stones chipping cement mortar without any extra cost. 5.3
- 4.3 In case it becomes necessary for the due fulfil of vcontract for the contractor to accupy land outside the department limits, the contractor will have to make his own arrangements with the land owners and to pay such rents if any are payable as mutually agreed between them. 5.4
- The department will afford the contractor all the reasonable assistance to enable him to obtained Government land for such purpose on usual terms and conditions as per rule of Government. 5.5
- 4.4 It is presumed that the contractors has gone carefully the standard specification P.W.D. Hand books and the schedule of rate of (he Division, and study of site conditions before arriving at rates quoted by him. The special provisions in detailed specifications or worsding of any item shall gain precedence over the corresponding contradictory provisions (if any) in the standard specifications or P.W.D. Hand books, where reference to such specifications is given without reproducing the details in contract. Decision of Engineer-in-charge shall be final in case of interpretation of specification. 5.6
- 4.5 The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or instruction of foreign matter and to ensure the preservation of their quality properties and fitness for the work suitable precautions fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood or subsidence of soil, heavy materials shall be stored on paved plat form suitable seperating barricades and enclosures as directed shall be provided to separate materials brought by contractor and materials issued by Government to contractor under schedule 'A' same applies for the materials obtained from difference of supply. 5.7
- 4.6 For road and bridge works the contractor shall in addition to the specification cited here comply with the requirements shall relevan I.R.C, codes of practice. 5.8

**5 MATERIALS UNDER SCHEDULE 'A'**

The issues or materials by the Department under Schedule 'A' of this contract will be subject to interalia to the following conditions.

- 5.1 The contractor shall not use the cement and other materials under schedule 'A' in terms other than as per this tender except for such snccillary small items as per connected with and absolutely necessary for execution of this work as may be decided by the Engineer.
- 5.2 The issue rates shown above are inclusive of all taxes ( such as S.T.G.T. etc.) for all surplus materials issued per this schedule which are not returned by contractor S.T. and G.T. on cost of these shall be recovered from contractors. The date of ascertainment by the Engineer-in- charge that the portion of materials supplied under schedule 'A' to contractor have become surplus to the requirement of the work will be taken as the date of sale for purpose of the payment of sales tax and G.T. on such portion that is recoverable from contractor. The cost to be recovered for unreturned materials that can not be accounted for properly as bonafide use on this work shall be at penal rates of twice the issue rates shown above.
- 5.3 Conveyance charges of the materials (issued) from place of delivery to the site of work shall be borne by the contractor.
- 5.4 The contractor will have to construct shed of approved specifications for storing of above materials at work site having double locking arrangements. The materials for the work will be removed for use in the presence of Departmental person and no materials will be allowed to be removed away from site of work for which purposes double locking arrangements shall be maintained.
- 5.5 The contractor shall submit periodically as well as on completion of the work, an account of all materials issued to him in a manner as treated by Engineer-in-charge. The contractor shall also furnish account of previous materials before placing demand for further materials. In addition, a seperate register shall be maintained on site for recording daily item wise cement consumption of the work (giving details) of quantities of items executed and cement required for each of item and also of other materials issued under schedule 'A, as directed. This shall be signed daily by contractor or his representative and got signed daily from representative of Engineer-in-charge daily.
- 5.6 All materials shall be made available for delivery on working days only during working hours or as mutually convenient.
- 5.7 All the quantities in schedule 'A' are only approximately and shall bary according to actual and bonafide, use as certified by the Engineer-in-charge.
- 5.8 All materials mentioned in schedule 'A', required for the works shall be taken from the department only. The materials from other sources in liey of the materials in schedule 'A' shall not be allowed except under written permission from Executive Engineer. In such materials shall be tested from the approved laboratories as contractor's cost. The materials not confirming to the required standard, shall be removed at once from the site, the site of wor

- 5.9 For the purpose of issue rate, the area of length A.C. sheets and bidge shall be the actual gross size before laying in the roof and each dimensions shall be measured as a straight line in plan (Neglecting extra length due to corrugations etc.),
- 5.10 All empty drums shall be the property of Government. The contractor shall return empty in drums in some condition in which they are supplied to him every month, Cost of empty drums at Rs..... only per drums shall be recovered from the contractor from each bill for drums that are not returned. The drums shall be returned to the same Department store from where they are issued and shall be accepted after examination of each drum by a representative of department. Inspection to be arranged by the contractor at the place of delivery at his own cost The cost of empty drums recovered from every bill the contractor for its non returns (as stated above ) shall be refunded at the time of next or final bill only if they are returned satisfactorily. If the empty drums are not returned or not accepted no refund shall be made.
- 5.11 When the steel is supplied by the Department as per provision in schedule 'A' The wastage of steel supplied on the work shall entirely be borne by the contractor. The Department has the right to refuse to take back remaining after actual use as below.
  - A) 1/4" to 3'8" dia or equivalent 6' - 0" and be' on
  - B) 1/2" to 3/4 " do 10' - 0 "do
  - C) 7/8 "and above do 15'- 0 " do

The rates for repayment for the surplus acceptable steel returned by the contractor shall be the same charged (Whatever materials are not be issued, relevant paras may be deleted if no materials is provided in schedule 'A' whole para is to be deleted)

6. CEMENT CONCRETE (DELETE IF NOT APPLICABLE)

- a) The contractor shall carry out all preliminary tests to work out grading and proportioning of aggregates in order to obtain and maintain unit form quality of work. The contractor shall supply all materials, labour and testing cost for preparing and testing samples as required by the Engineer unless otherwise specified in the detailed item wise specifications 3 cubes 6" x 6" will be tested for every 500 cubic feet of ordinary grade concretes or per day whichever is higher. The contractor shall make filed arrangements for slumps test density and bulkage testing and also prepare concrete cubes 6" x 6" for testing compressive strength at his cost. The cubes shall be got tested at approved laboratory and the test results shall not fall below those prescribed in P.W.D.Hand Book (Table C.V.P.412) or as down in the specification. The cost of such cubes and shall be entirely borne by contractor.
- b) For controlled or high grade concrete, the grade of aggregates shall be got approved by the Engineer.

The correct proportion and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer-in-charge. However such approval does not relieve the contractor from his responsibilities regarding the minimum works strengths requirements. Work test shall be taken in accordance with relevant codes and specification.

All proportions of aggregates shall be done by height if so directed by the Engineer.

- c) All mixing shall be done by Mechanical means in approved mixers. The Engineer may at his discretion allow in writing hand mixing of concrete for minor items where in all quantity involved but in that case the contractor shall increase the cement concrete of the mixtures by 10 without any extra cost.
- d) The form work used shall be made preferably of steel or with lining of steel. Wooden shutters may be allowed at discretion of Engineer for e.g, lintel, small slabs and beams copings etc.
- e) The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer.
- f) The concrete shall be cured only by a wet potable water for all 21 days after the time of its placement or as may be directed by Engineer-in-charge. Road works (Delete if not applicable)

#### 7.1 COLLECTION OF MATERIALS.

- i) Where suitable and approved P.W. and H. quarry exist, the contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent for the work from the quarry. He will be however liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance and claim refund according to rules, if admissible and shall submit detailed accounts of materials quarries as directed.
- ii) Where no suitable P.W. and H. Dept.. quarries exist of when the quantity of the material required can not be obtained from a P.W. and H. Department quarry the contractor or piece worker shall make his own arrangements to obtain the materials from existing of a new quarry in Government wasteland private land or land belonging to other state or talukas etc. After opening thp quarry but before starting collection the quarry shall be got approved by the Engineer-in-charge or his representatives. The contractor or piece worker shall pay all royalty charges, compensation etc. No claims or responsibility on account of any obstruction caused to the execution of the work by difficulties arising out of private owners of land will be entertained.
- iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and other unsuitable materials, dewatering a quarry cost of blasting powder and fuse, lift lead repairs to state or Muncipal taxes, local board cess etc.
- iv) The rates in the tender are for the delivery of the approved material on road side property stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charge in respect of the leads and lifts No claims on account of changes in lead will be entertained.

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- v) No materials shall be removed from the land within the road boundary or from the land touching it without the written permission of the Engineer-in-charge of his authorised agent. If any materials is unauthorisedly, obtained from such places the contractor or piece worker shall have to make good the damage and pay such compensation in addition as may be decided by the Executive Engineer and have to stop further collection.
- vi) Any materials that falls on pay P. W. D. Road from the cart etc. during conveyance shall be immediately packed up and removed by the contractor or piece worker. Failing, which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any claims way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims or compensation etc. Any such material causing obstruction or danger etc. will be got removed Departmentally at his cost and no claims for any loss or damage to the material thus removed will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of the dept. and shall attend to any complaints which may be received.
- vii) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing. Over it to be washed away by rain or floods, to be buried, under the land slice etc. or to slip down an embankment or hill side No claims for any loss due to these and similar causes will be entertained.
- viii) Before stacking the materials shall be freed from all earth rubbish vegetable matter and other extraneous substance and in the case of metal, screened to gauge if so directed when ready it shall be stacked entirely clear of the road way on ground which has been cleaned of vegetation and levelled. On high banks, Ghat roads etc. where it may be stacked with the permission of the Engineer-in-charge on berms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.
- ix) The size of the stacks for materials other rubble shall be 10 feet x 5 x 2 feet of such other size as may be directed by the Engineer-in-charge and all but one stack in furlong shall be of the same uniform size, and shall be uniformly distributed over whole lengths. One stack (at the end) in each furlong may be of length different from the rest in order to adjust total quantity to be required but its width and height will be same as those of others.
- x) The Sub-Divisional Officer shall supply the contractor with statement showing furlong the quantities that will be required and the order in which the collection is to be done. No material in excess or requirements in that furlong shall be stacked. Any excess quantity shall be removed at the expense of the contractor or piece worker to where it is required before the materials in that furlong is finally measured.
- xi) In stacking materials the depositing shall commence at the end of the mile farthest from the quarry and be carried continuously to the other end and ( unless otherwise as directed by the Executive Engineer ) stacking one furlong shall be completed before it is started in another unless otherwise in writing by the Executive Engineer.

xii)

xiii)

xiv)

7.2

Measurements of the materials stacked in a furlong will not be recorded until the quantity required has been stacked unless otherwise authorised by Engineer in writ collecting and spreading shall not be carried out at the same time in one and the sarmile or in two adjoining miles except with the written permission of the Executive Engineer.

- xii) Unless otherwise directed the materials shall be collected in the following order according to availability of space (1) Rubble (if included in tender ) (2) Metal (3) soft murum and (4) hard murum. Hard murum shall be stacked on the side opposite to that on which soft murum has been stacked. Similarly metal collected for petty repairs, shall be on the side oppsite to metal for new layer where metal layers has to be stacked as in the case of new roads. The metal for each layers shall be stacked on the opposite sides of the road.
- xiii) All road materials shall be examined and measured before it is spread. The labour for measurements and check measurements wherever carried out shall be supplied by the contractor or piece worker. Immediately after the measurements are recorded the stack shall be marked by the contractor or piece worker by white washer otherwise as may be directed by the Executive Engineer to prevent of any possibility of the same material being measured and recorded over again and to prevent any unauthorised tempering with the stack. If the contractor or the piece worker fails to attend the measurement of materials after receiving the notice from the Sub-Divisional Officer or his subordinate stating date and time of the intention to measure the work shall be measured never the less, and no complaint in this respect will be entertained later on. If the contractor or measurement or check measurement after due notice has been given to him the expense incurred on account of employing departmental labour or material etc. shall be charged against his account.
- xiv) No deduction will be made for voids.

## 7.2 LINING OUT

The contractor shall provide free of charge, all the material required for lining out and serveying, inspection decided by the Engineer as per considered necessary for the proper and systematic execution of the work. The department will only show the change points on the alignment of road and it will be the responsibility of the contractor to correctly align. The road straight between these points including out curves through the department will render necessary assistance like wise, only one B.M. with a definite value of R.L. will be shown to contractor who shall have to provide for a network of temporary bench mark all along the road and near C.D.work for executing the work. The contractor shall be responsible for the provision accuracy and maintenance of such temporary B.M. He shall be responsible for the corrections of the position, levels, dimension and alignment or all parts of the work and provision of necessary instruments and labour in connection with it suitably painted bamboos or wooden stacks shall be provided at his cost and firmly fixed at every 200 feet on both sides of embankment to indicate final as well as intermediate height of the embankment. Any errors in position, levels dimensions and alignment etc. shall be rectified by contractor at his vexpences. If such error is due to incorrect data supplied in writting by the Engineer or his authorised representative the cost of rectification shall be borne by Government. The checking or inspection of any setting out of the any line and level or work by Engineer, or his representative shall not in any way relive the contractor of his

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responsibility for the correctness there of. The Contractor shall carefully protect and preserve all bench mark site rails pages and stones etc. used in setting out works marking out the centre lines of C.D. works etc. necessary approaches etc. shall be done by the contractor at his own cost as directed by the Engineer.

### 7.3 TRAFFIC REGULATION

Unless seperately provided for in the contract the contractor shall have to make all necessary arrangements for regulating traffic day and night during the period of construction and to the entire satisfaction of the Engineer this including the construction and maintence of diversions if necessary at the extra cost to the Government The contractor shall have provide necessary caution boards; barricades, Hags, and lights, watchman etc. so as to comply with the latest motor vehicles rules and regulations and for traffic safety and he shall be responsible for all claims for the acvcidents which may rise due to his negligence whether in regulating the traffic or in stacking materials on the roads or by any other reasons.

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49. Each Truck / Tipper load of bituminous load shall be weighed on standard weight bridge, (location to be decided by Engineer-in-charge.) The record of weight of bituminous load thus obtained shall be kept in measurement book. The weightment of the bituminous load shall be done by the contractor at his expense in the presence of authorised representative of Executive Engineer. The quantity of mix (weight basis) physically arrived at site shall be tallied with the quantity arrived at by volumetric measurement,

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

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ISSUED TO Shri/M/s/.....

on dated ..... vide D.R. No. .... dated .....

Divisional Accounts officer GR -1

P.W.Division,  
FORM-1

**Percentage Rate Tender and Contract for works**

DEPARTMENT : PUBLIC WORKS  
CIRCLE : OSAMANABAD  
DIVISION :

**General Rules and Direction for Guidance of Contractors**

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender pasted on board hung up in the office of the Executive Engineer and signed by the Engineer.

This form will state the work to be carried out as well as the date for submitting and opening tenders and time allowed for carrying out the work also the amount of earnest money to be and deposited by tenderer and the percentage if any to deducted from bills it will also state whether a refund of quarry fees. Royalties and ground rents will be granted Copies of the specification designs and drawings and estimated rates, schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

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

2. In the event of the tender being submitted by firm it must be signed separately by each partner thereof or in the event of the absence of any partner it shall be signed on behalf by a person holding a power of attorney authorising him to do so.

2. (A) The contractor shall pay along with the Tender the sum of  
Rs. ....

as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender Treasury challan for the said amount or/ call Deposit receipt and /or Term Deposit Receipt for a period of one year for the said amount drawn by Schedule Bank for like amount in favour of the Executive Engineer The said amount of earnest money shall not carry any interest what so ever (except Term Deposit)

i) In the event of this Tender being accepted subject to provision of subclause  
ii) below the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General conditions of Contract.

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(35)  
iii) If, after submitting the tender the contractor with - draws his offer or modifies the same or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government hereunder or in law Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

-----  
Strike out which is not required

iv) In the event of his Tender not being accepted the amount of earnest money deosited by the contractor shall, unless it is prior there to forfeited under the provisions of sub clause (iii) above he refunded to him on his passing receipt there fore.

3) Receipt for payments made on account of any work when executed by a firm should also be signed by all the partners except where the contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or some other person having authority to give effecutal receipts for the firm.

4) Any person who submits a tender shall fill up the usual printed form standing at what percentage above or below the rates specified in Schedule B (memorandum showing items of work to be carried out) he is willing to undertake the work Only one rate or such percentage on all the Estimated rates Scheduled rates shall be named Tenders which propose any alteration in the works specified in the said of invitation to tender the time allowed for carrying out the work or which contain any other condition of any sort will be liable to rejection No printed form of tender shall include a tender for more than one work but contractors who wish to tender for two or more works they shall submit a separate tender for each Tender shall have the name and number of the work to which they refer written outside the envelope.

5) The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representative who may be present at the time and he will enter the amounts of the several tenders in a comprative statement in a suitable form in the event of a tender being accepted the contractor shall for the purpose of identification sign copies of the specification and other documents mentioned in Rule 1 in the event of a tender being rejected the Divisional Officer shall authorise the treasury officer concerned to refund the amount of the earnest money diposited to the contractor making the tender, on his iving a receipt for the return of the money.

6) The Officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.

7) No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

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8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Government and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued if a form issued to an intending tenderer has not been filled in and completed he shall request the said office to have done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and customs of the Department authority with out reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates on for items in this contract.

11. Every unregistered contractor shall (unless exempted in writing by Superintending Engineer concerned) produce along with his tender a solvency certificate to the extent of 20 % of the tendered cost of the work from the Collector of the district or Tahsildar of Taluka with in which he resides or a bankers certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.

OR

Every registered contractors should produce alongwith his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.

12. All corrections and addition of pasted slips should be initialled

13. The measurements of work will be taken according to the usual method in use in the Department and no proposals to adopt alternative methods will be accepted The Executive Engineer's decision as to what is the usual method in use in the department will be final.

14. The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered in to contract and the value of the work that remains to be executed in each case on the date of submitting the tender.

15. Every tenderer shall submit along with tender information regarding the income tax circle or ward of the district in which he is assessed to income-tax the reference to the Number of the assesment and the assessment year and a valid Income Tax clearance certificate.

16. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the department for the purchase of Plant and machinery required for the execution of work contracted for.

17. The contractor will have to construct shed for storing controller and valuable materials issued to him under schedule A of the agreement at work site, having double locking arrangement The materials will allowed to be removed from the site of works.

18. The contractors shall also given a list of machinery in their possession and which they propose to use on the work.

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19. Every un-registered contractor should furnish along with tender statement showing previous experience and technical staff employed by him.

20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provision of contract Labour (Regulation and Abolition) Act 1970 before starting work earnest money will be forfeited to Government.

21. The contractor shall comply with the provisions of the Apprentices Act 1961 & the rules and orders issued there under from time to time if he fails to do his failure will be a breach of contract and the tenderer accepting authority may in his discretion cancel the contract the contractor shall also be liable for any pecuniary liability arising on account of any violation by the provisions of the Act.

**TENDER FOR WORKS**

I/We hereby tender for the execution for the Government of Maharashtra (herein before and hereinafter referred to Government) of the work specified in the under written memorandum with in the time specified in such memorandum at. ----- percent below / above the estimated rates entered in Schedule B (memorandum showing items of work to be carried out) and in accordance in all respects with the specification design drawing and instructions in writing referred to in Rule I here of and in clause 12 of the work annexed condition of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid or them shall be as provided in Schedule A hereto.

in figures as well as words.

**MEMORANDUM**

a) If several subworks are included they should be detailed in a separate list

c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 207 of the Mt. P.W. Manual

d) This deposit shall be in accordance with paras 214 of N.W.D. Manual.

e) This percentage where no security deposit is taken will vary from 5 percent to 10 percent according to the requirements of the case where security deposit is taken see note to clause 1 cl. condition of contract.

a) General description	Rs.	
b) Estimated cost	Rs.	
c) Earnest money	Rs.	
d) Security deposit:		
i) Cash (not less than the amount of earnest money)	Rs.	
ii) To be deducted from current bills	Rs.	
		<b>Total</b>
e) Percentage if any to be deducted from bills so as to make up the total amount required as security deposit by the time half the work as measured by the cost is done percent	Rs.	

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accepted

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

Executive Engineer

Dated the \_\_\_\_\_ day of 2000 Division (or his authorised Assistant)

### CONDITIONS OF CONTRACT

Clause No. 1  
Security  
Deposit

The person/persons whose tender may be accepted ( here in after )called the contractor which expression shall unless excluded by or repugnans to the context executers, administrators and assignans shall [A] within 10 days [which may be extended by the Superintending Engineer concerned up to 15 days if the superintending Engineer thinks fit to do so] of the receipt by him of the notification of the acceptance of his render deposit with the Executive Engineer in cash or Govt.. securities endorsed to the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in he tender of [b] permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to percent of all money so payable such deduction to be held by Government by way of security deposit] provided always that in the event of the contractor depositing a lump sum by way of security deposit as contem plated at [A] above then and in such case if the sum deposited shall not amount to percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of percent by the deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up All compansation or other sums of money payable by the contractor to Government under the terms of his Contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account what soever and in the event of his security deposit being reduced by reason of any such deduction vor sale as aforesaid the contractor shall within ten days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof The security deposit referred to when paid in cash may at the cost of depositor be converted in to the interest bearing securities provided that the depositor has expressly desired this in writing if the amount of the security deposit to be paid in a lump sum within the period specified at [A] above is not paid the tender /contract already accepted shall be-considered as cancelled and legal step taken against the contractor for recovery of the amounts the amount of 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 any 90 % amount of security deposit shall be refunded along with the payment of final bill The amount of the security deposit retained by the Government shall be realised after expiry of period up to which the contractor has agreed to maintain the work in good order is over in-

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the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order then subject to provision of clauses 17 and 20 hereof the amount of Security Deposit retained by government shall be adjusted towards the excess cost incurred by the Department on rectification work.

Clause 2 : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor the work shall throughout the stipulated period the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender from for or every day that the work remains uncommenced or unfinished after the proper date And further to ensure good progress during the execution of the work contractor shall be bound in all cases in which the time allowed for any work the exceeds one month to complete.

of the work in		of the time
do		do
do		do
full work		full work

Note: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for their purpose by the circumstances of each and abide by the programme of detailed progress laid down the Executive Engineer.

The following proportions will usually be found suitable :

in	1/1	1/2	3/4 of the time
Reasonable progress earth work	1/7	1/2	3/4 of the total value of the work to be done

Do Do of masonry work 1/10 1/10 8/10 Do Do

In the event of the contractor falling to comply with these condition he shall be liable to pay as compensation an amount equal to one percent for such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the wholework for every day the due quantity of work remains complete provided/ways that the total amount of compensation to be paid under the provision of the clause shall not exceed 10 percent of the estimated cost of the work as shown in tender.

Clause 3 : in any case in which under any clause of clause this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether

Action when whole. of security deposit is forfeited

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

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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 clause the Executive Engineer on behalf of the Governor of Maharashtra shall have power to adopt any of the following courses as he may deem best suited to the interest of Government.

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

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

c) The 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 cost of the work executed by the new contract agency will be debted to the contractor and value of the work done or executed through the contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if had been carried out by the contractor under terms of his contract The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case 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 this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect there of and he shall only entitled to be paid the amount so certified in the event of either of the course referred departmentally or through a new contractor and other allied expense exceeding the value of such work credited to the contractor the amount of excess shall be deducted from any money due to the contractor by Government under contract or otherwise howsoever of from his security deposit or the sale proceeds there of

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Provided however that the contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceed the certified cost of such work and Allies expences provided always that whichever of the there courses mentioned in clause (a) (b) or (c) is adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss ustained by him by reason of his having purchased or procured any materials or enterted into any agreements or made any advances on account of or with a view to the execution of the work or the performance of the contract.

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Clause 4 : If the progress of any particular of the work is unsatisfactory of the Executive Engineer shall not withstanding that the general progress or works is in accordance with the conditions mentioned in clause 2(b) entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing. The contract will have no claim for compensation for any loss sustained by him owing to such action.

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

Clause 5 : In any case in which any of the powers conferred upon the Executive Engineer by clause 3 and 4 hereof shall have becomes exercisable and the same shall not have been exercised the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which under any clause hereof the is declared liable to pay compensation amounting to whole of the security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer taking action under sub clause (a) or (c) of clause 3 he may if he so desires take possession of all or any tools plant materials and stores in our upon the works or the site thereof or belonging to the contractor or porcured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer who certificate thereof shall be final. In the alternative the Executive Engineer who after giving notice in writing to the con tractor or his clerk of the work foreman or other authorised agent him to remove such tools plant and materials or stores from the premises within a time to be specified is such notice and the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expenses or sell them by action of private sale on account of the contractor and at his risk in all receipts and the certificates of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal and the amount of the proceeds and expenses of any such shall be final and conclusive against the contractor.

Contractor ramins it able to pay compensation if action not taken under clauses 3 and 4.

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

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Clause No. 6 : If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidable hinderd in its execution of on any other ground he shall apply in writing to the executive Engineer before the expiry of the period: stipulated in the tender or before the expiration of 30 days from the

Extension of time.

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date on which he was hindered as aforesaid or on which the cause for asking for extension occurred whichever is earlier even and the Executive Engineer if in his opinion there were reasonable grounds for granting an extension grant such extension as he thinks necessary of proper The decision of the executive Engineer in this matter shall be final.

Final certificate

**Clause No.7:** On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificates shall be given not shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding surplus material's and rubbish and shall have cleaned off the dirt from all woodwork doors windows walls floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of execution the work not until the works shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge or the said measurements being binding and conclusive against the contractor if the contractor shall fail to comply with the requirements of the 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 Engineer in charge may at his own expenses of the contractor remove such scaffolding surplus materials and the rubbish and dispose of the same as he thinks fit and clean of such direct as aforesaid and the contractor shall forth with pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding of materials aforesaid except for any sum actually realised by the said contractor.

Payment on intermediate certificate to be regarded as advance.

**Clause 8 :** No. Payment shall be made for any work estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and a certificate completion 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 approved and passing of the sum so payable shall be final and conclusive against the contractor All such intermediate payments shall be regarded as payments actually done and completed and shall not produce the Engineer-in-charge from requiring any bad unsound imperfect or unskilled full work to be removed or taken away and reconstructed or erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim not shall it conclude determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and Adjustment of the accounts or other wise in any other way very or affect the contract The final bill shall be submitted by the contractor within.

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one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurements and the measurements and of the total amount payable for the work shall be final and binding an all parties.

Clause No.9 The rates of several items of works estimated to cost more than Rs. 1000/- agreed to with in shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specification in cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items as such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Clause No. 10. A: Bill shall be submitted by the contractor each month on or before the date fixed by the Engineer in charge for all work executed in the previous monthly and the Engineer in charge shall take or cause to be taken the requests measurements for the purpose of having the same verified and this claims so far as it is admissible shall be adjusted if possible within ten days from the presentation of the bill if the contract or does not submit the bill within time fixed as aforesaid the Engineer in charge may depute a subordinate to measure up the said work in the presence of the contractor or his duty authorised agent whose counter signature to the measurement list shall sufficient warrant and the Engineer in charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause No. 11: The contractor shall be submit all bills on the printed from to be had no application at the office of the Engineer-in-charge the charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for the tender at the rates here inafter provided for such work.

Clause No. 12: If the specification or estimate of the work provides or the use of any special description of materials to be supplied from the stores of the public works Department of if it is required that the contract or shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the price to be charged therefore as hereinafter mentioned being so for as practible for the convenience of contractor but not so as in any way to control the meaning or effect of this contract shall be supplied in the schedule or memorandum here to 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 be set off or deduced from any sums then due or thereafter to be comedue to the contractor under the contractor oterwise or from the security Deposit or the proceeds of sale thereof if the security deposit is held in Govt. Securities the same or a sufficient portion there.

Payment at reduced rate on Account of items of work not accepted as completed to be at the discretion of the Engineer in charge Bills to he submitted monthly.

Bills to be submitted monthly

Bills to on printed forms

Stores supplied by Government

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of shall in that case be sold for that purpose all materials supplied to the contractor shall remain the absolute of Government and shall on no account be removed from the site the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused end in perfectly good condition at the time of completion or determination of the contract shall be returned to the public works Department stores if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such materials supplied to him aforesaid but remaining unused by him for any wastage in or damage to any such materials.

a) All stores of controlled materials such as steel cement etc. supplied to the contractor by Govt. should be kept by the contract or under lock any key and will be asseible for inspection by the Engineer or his agent at all the times.

Works to be executed in accordance with specifications drawings order etc.

Clause No. 13 : The contractor shall executive the whole and every part of the work in the most substantial and workmen like manner and both as regards materials and every other respect in strict accedence with specifications.

The contractor shall also confirm exactly fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer in charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or on the site of the work during office hours. The contractor will be entitled to receive two sets of contract drawing and working as well as one certified copy of the accepted tender along with the work order free of cost Further copies of the contract drawings and working drawing if required by him shall be supplied at the rate of Rs. 50/- per set of the contract drawing and Rs.1/- per working drawing except where otherwise specified.

Alteration in specifications and designs not invalidated contracts.

Clause No.14 : The Engineer-in-charge shall have power to make any alterations or additions to the original specification drawings designs and instructions that may appear to him to be necessary or advice during the progress of the work and the contractor shall be bound to cary 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 of on the same conditions in all respect on which he agreed to do the main work and at the same rates as per specified in the tender for the main work. And if the additional and altered work includes any class or work for which no rate in this contract then such class of work shall be carried out at the rate entered in the Schedule of rates of the Division prevailing at the time when extras items cross up or at the rates mutually agree upon between the Engineer-in- charge and

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the contractor whichever are loqwe it the additional or altered work of which no rate is enetered 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 cary out the work informed the Engineer- in- charge or the rate which it is his intantion to charge for such class of work and it the Engineer-in-charge does not agree to this rate be shall by notice in writing be at liberty to cancel his order to carry out such class of work. And arrange to carry if out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been mentioned as lastly herein before mentioned, then in such case he shall only be entitle to be paid in respect of work carried out or expenditure incurred by him. Prior to the date of the determention of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer -in-charge in the event of a dispute the decision of the Superintending Engineer of the circle will be final.

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

Where how ever the work is to be executed according to the designs Drawings and specification recommended by the contractor and accepted by the competent authority the alteration above referred to shall be within the scope of such designs drawing and specification appended to the tender.

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

Extension of time in consequence of addition alterations.

**Clause No. 15 : 1) If at any time after the execution of the contract documents. The Engineer shall for any reason whatsoever (other than default on the part of the contractor for which the Government is entitled to rescind the contract )desire that the whole or any part of the works 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 site he shall give to the contractor a notice in writing of such desire and upon the receipt or such notice the contractor shall forth with suspend or stop work wholly or in part as required after having due regard to the approximate stage at which the work should be stoped or suspended so as not to cause any damage or injury to the work already done or endanger the safety ther of provided that the decision of the Engineer as to he 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 any payment or compensation whatsoever by reason of or in persuence of any notice as aforesaid on account of suspension stop page or curtailment except to the extent specified hereinafter.**

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

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so for as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days of such intention and requiring the Engineer to record the final measurement of the works already done and to pay the

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final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt to 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 provision of this clauses.

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

- 4) In the event of
- i) any total stoppage of work on notice from the Engineer under sub-clause (i) in that behalf.
  - ii) Withdrawal by the contractor from contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension work for a period exceeding 90 days.
  - iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, commission or substitutions in the specification under clause 1 (i) drawing designs or instructions under clause [14] where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25 percent at the rate for the item specified in the tender is more than Rs. 5000/-.

4 A) It shall be open to the contractor within 90 days from the service of [i] the notice of stoppage of work or [ii] the notice of withdrawal from the contractual obligation under the contract on account of the continued suspension of work or [iii] notice under clause 14 resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of the stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the (Engineer (Provided however, such rates shall in no case exceed the rates at which the same were acquired by the contractor) the Govt. shall thereafter take over the material so offered provided the quantities offered are not in excess of the



Works to be open to inspection.

Contractor or responsible agent to present

Notice to be given before work is covered up

Contractor liable for damage done and for imperfections

clauseNo 18: All works under or in course or execution or , executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in- charge and his subordinates, and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice or the intention of the Engineer-in-charge or his subordinates to visit the work shall have been given to the contractor either himself be present to receive order and instruction or have a responsible agent duly authorised 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 be given to the contractor himself.

Clause 19: The contractor shall give not less than five days notice in writing to the Engineer-in- charge of his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover upon place beyond the reach of measurement may work without the consent in writing of the Engineer-in- charge or his subordinate-in-charge of the work and if any works shall be covered up or placed beyond the reach of measurement without such notice having been given or concent obtained the same shall be uncovered at the contractors expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 19 (a): The contractor shall be liable to pay expenses of providing medical aid to any workman, who may suffer any injury as a accident at or near to the worksite whether on duty or off duty or and whether such accident takes place on a holiday or a working day. If shall be opened to Government to incur the requisite expenditure for providing such medical aid and to recover the same from the contractor. Certificate of the Executive Engineer as to amounts of expenses actually incurred on providing such medical aid and shall be final and conclusive against the contractor.

Clause No.20 :If during the period of----- months/years from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or months/years after commissioning the work; whichever is earlier in the openion of the Executive Engineer. The said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer duly commence execution and completely carry out at the cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice, and / or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on

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account and at the cost of contractor. The contractor shall forth with on demand pay to the Govt. the amount of such costs, charges an expenses sustained or incurred by the Government of which the Certificate of the Executive Engineer shall be final and binding on the contractor such costs, charges and expenses shall be deemed to be arrears or land revenue and in the event of the contractor filling or neglecting to any the same on demand as aforesaid without prejudice to any other right and remedies of the Government, the same may be recovered from the contractors as arrears of 1 and revenue. The Government shall also be entitled to deduct the same from any amount which may then to payable or which may there after become paybale to the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.

Clause No. 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 Public Works Department Stores ) plant Tools applicances implements, ladders, cordage, tackle scaffolding and temporary works requisite for proper execution of the work, whether, in the original altered or substituted from and whether included in the specifications or other documents forming part of contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer in charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failling 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 the contract or from his security deposit or the proceeds of sale there of or of a sufficient portion thereof. The contract or shall provide necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

Contractor to supply plant ladders scaffolding etc.

Add is liale for damages are simng from nonprovision of lights fencing etc.

Clause No. 21 A) The contractor shall provide suitable scaffolds and working platforms gangways; and stairways, and shall comply with the following regulations in connection therewith.

- a) Suitable scaffolds shall be workman for all works that cannot be safely done from a labour or by other means.
  - b) A scaffold shall not be constructed; taken down or substantially altered except.
    - i) Under the supervision of a comptent and a responsible person
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- ii) As for as possible by competent workers possessing adequate experience in this kind of work.
  - c) All scaffolding and appliances connected there with and all ladders shall
    - i) be sound materials
    - ii) be of adequate strength having regard to the loads and straining to which they will be subjected and]
    - iii) be maintained in proper condition
  - d) Scaffold shall be so constructed that no part thereof can be displaced in consequence of normal use.
  - e) Scaffold shall not be over loaded and so far as practicable the load shall be evenly distributed.
  - f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
  - g) Scaffolds shall be periodically inspected by a competent person
  - f) Before allowing a scaffold to be used by his workmen the contractor shall whether the scaffold has been erected by his workmen or not take steps to ensure that it complied fully with the regulations therein specified,
  - i) Working platforms gangways and stairway shall
    - i) be so constructed that no part thereof can be unduly or unequally.
    - ii) be so constructed and maintained; having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and
    - iii) be kept free from any unnecessary obstruction
  - j) In the case of working platform, gangway, working places and stair ways at a height exceeding three meters (to be specified)
    - i) Every working platforms and every gangway shall be closely boarded unless other adequate measure are taken to ensure safety.
    - ii) Every working platform and gangway shall have adequate width and
    - iii) Every working platform gangway working place and stair way shall be suitable fenced.
  - k) Every opening in the floor of a building or in working platform shall except for the time and to the extent required to allow the excess of persons or the transport of shifting of material; be provided with suitable means to prevent the fall of persons or materials.

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- l) when persons are employed on a roof where there is a danger of falling from a height exceeding three meters suitable precaution shall be taken to prevent the fall of persons or material (to be prescribed)
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.

Clause 21 B : The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him:

- a) **Hoisting machines and tackle, including their attachments anchorages and supports shall.**
  - i) be of good mechanical construction, sound material and adequate strength and free from patent defect and
  - ii) be kept in good repair and in good working order
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect
- c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be-examined in position at intervals to be prescribed by the Government
- d) Every chain ring, hooks shackle swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined
- e) Every crane driver or hoisting appliance operator shall be properly qualified
- f) No person who is below the age of eighteen (18) days shall be in control of any hoisting machine including any scaffold which or give signals to the operator.
- g) In the case of every hoisting machines and every chain, ring hook shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in the preceding regulation shall be plainly marked with the safe working load
- i) In the case hoisting machine a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.

j) No part of any hoisting machine or of any gear referred to in regulation 7 above shall be loaded beyond the safe working load except for the purpose of testing.

k) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safe guards.

l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load,

m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Clause 21 C: The contractor/contractors shall have to make payment to the labourers as per minimum wages act, 1948.

measured for prevention of fire

Clause No.22: The contractor shall not set fire in any standing jungle trees, brushwood or grass without a written permit from the Executive Engineer.

When such permission is given and also in all cases when destroying cut or up digress, brushwood grass etc. by fire contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding properly.

The contractor shall make his own arrangement for drinking water for labour employed by him.

Liberty of contractor for any damages done in or outside work area

Clause No.23: Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limit of Government property including any damage caused by the spreading of the fire mentioned in clause 22 shall be estimated by the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand falling which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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

Employment of labour

Clause No.24: The contractor shall employ the Labourers from the nearest Employment Exchange.

Work of Sunday

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

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Clause No.26: The contractor shall not be assigned or subject without the written approval of the Engineer-in-charge if the contractor shall assign or sublet his contract; or attempt so to do or become insolvent or commence any proceedings to himself adjudicated an insolvent or make any composition with his creditors or attempt so to do or if bribe gratuity; gift loan perquisite reward or advantage; pecuniary or otherwise shall either directly or indirectly by given promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may thereupon by notice in writing rescind the contract and the Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause No.3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

work not be subject

Contractor may be recorded and security deposited for submitting it without approval or for bribing a public officer of if contractor becomes insolvent.

Clause No. 27 : All sum payable by a contractor by way of compensation under any of these conditions shall be considered as a responsible compensation to be applied to the use of Government without reference to the actual loss sustained and whether any damage has not been sustained

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

Clause No . 28 : In the case of tender by partners any change in the constitution of firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause No. 29 : All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer of the Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time carried on.

Works to be under direction of Superintending Engineer.

Clause No.30 (1): Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code Rules then in force the decision of the Superintending Engineer of the circle for the time being shall be final conclusive and binding on all parties to the contract upon all question relating to the meaning of the specifications, designs drawing and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question claim, right matter or things whatsoever if any way arising out of or relating to the contract designs drawings specifications estimates instructions orders or those conditions or other wise concurring the work of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof.

Works to be under direction of Superintending Engineer.

Clause 30 (2): The contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the chief Engineer concerned with contract. work or project provided that

a. The accepted value of the contract exceeds Rs. 10 lacs (Rupees ten lacs)

b. Amount of claim is not less than Rs.1.00 lacs (Rupees one lacs)

Clause No.30(3): If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid the contractor may within thirty days of receipt by him of any such order appeal against it to the concerned secretary public works Department orrigation Department who if convinced that prima facie the contractors claim rejected by Superintending Engineer Chief Engineer is not frivouls and that there is some suborinate in the claim of contractor as would merit a detailed examination and decision by the standing committee shall put up to the standing committee at Government level for suitable decision.

Stores European or American manufacturer to be obtained from Government

Clause No.31: The contractor shall contain from the public work Dept.. stores all stores and articles of European or American manufacture which may be required for thee 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 value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited in the schedule in from "A" attached to the contract and if they are not entered in the said Schedule they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaintaing delivery of the same at the stores aforesaid.

Lump sum in estimate

Clause No.32 : When the estimate on which a tender is made include lumpsum in respect of parts of the work the contractor shall beentitled to payment in respect of items of work involed or the part of the work in question at the same rates as per payable under this contract for Engineer-in-charge capable of the measurement the Engineer-in-charge may at his descretion pay the lumpsum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Construction where on specification

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

Definition of work

Clause No.34: The Expression works or works of work where used in these conditions shall unless there be something in the subject or context repugnant to such constructions be constructed to mean the works contracted to be executed under or in virtue of the contract temporary or permanent and whether original altered substituted or additional.

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Clause No. 35: The percentage referred to in the tender shall be deducted from/ added to the gross amount of bill before deducting the value of any stock issued.

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

Clause No. 36: All quarry fees royalties and ground rent for stacking materials if any should be paid by the contractor who will however entitled to a refund of such of the charge as permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for use on Government work.

Refund of quarry fees and royalties

Clause No.37: The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 [VIII 1923 Act of ] hereinafter called the said Act] for injuries caused to the workmen if such compensations is payable/paid by section 12 of the said Act on behalf of the contractor it shall be recoverable by Government from the contractor under sub section [2] of the said section such compensation shall be become due to the contractor.

Compensation under work man's compensation Act.

Clause No.37A: The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident if such expenses are incurred by Government the same shall be recoverable from the contractor forth with and be deducted without prejudice to any other remedy of Government from any amount due or that may become due to the contractor.

Clause No.37 B: The contractor shall provide all necessary personnel safety equipment and first aid apportus available for the use of the persons employed on the site and shall maintain the same condition suitable for immediate use at any time shall comply with following regulations in connection there with

a) The workers shall be require to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

b) When work is carried out on proximity to any place where there is a risk of drawing all necessary equipment shall be provided and kept ready use and all necessary steps shall be taken for the prompt rescue of any person in danger.

c) Adequqte provision shall be made for prompt First Aid treatment of all injuries likely to be sustained during the course of the work. The contractor shall duly comply with the provisions of the Apprenctices Act 1961 (III) of 1961 the rule made the rounder and the orders that may be issued from time under the said Act and the said rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules.

Clause No.38(l): Quantities in respect the several items shown in the tender are approximate and no revision in the tendered rate shall the

Claim for quantities entitled in the tender of estimate.

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permitted in respect of any items so long as subject to any special provision contained in the specification prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs. 5000/-

2) The contractor shall if ordered in the writing by the Engineer to do also carry out any quantities in excess of the limit mentioned in subclause (i) there of on the same conditions as and in accordance with the specification in the tender and the rates [i] derived from the rates entered current schedule of rates in the absence of such rates [ii] at the rate prevailing in the market the said rates being increased or decreased as the case may be by the percentage which the total 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 Rs.

3) Claim arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percentage at the rate of the item specified in the tender is more than Rs. 5000 Rupees five thousand only).

4) There is no change in the rate if the excess is less than or equal to 25% Also there is no change in the rate if the quantity of work done is more than 25% of the tendered quantity but the value of excess work at the tendered rate does not exceed Rs. 5000/- (Rs. Five thousand only)

2) The clause comes into operation if the excess in quantity is more than 25% at the same time value of the item due to excess beyond 25% exceeds Rs.5000/-

Employment of famins etc labour

Clause No.39 : The contractor shall employ and famine convict or other labour of particular kind of class informed in writing to do so by the Engineer-in- Charge.

Claim for compensation for delay in starting the work.

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

Claim for commensation for delay execution of work

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

Entering up on or commencing any portion of work.

Clause No.42: The contractor shall not enter upon any portion of work except with the written authority and instruction of the Engineer-in-charge or of his subordinates-in-charge of the work failing such authority the contractor shall have no claim to ask for measurement or of payment for work.

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The contractor to make precaution against accidents which take place on account of Labourers using loose garments while working on machinery.

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

ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope The breaching must be at least three inches wide and should be of type (Nawar)

Minimum age of persons employed the employment donkeys and/or other animals and the payment of fair waes

iii) No animal suffering from stores; lameness emaciation or which is immature shall be employed on the work.

iv) The Engineer-in-charge or his agent is authorised to remove from work any person or animal found working which does not satisfy these conditions and No. responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

v) The contractor shall pay wages as per the minimum wages Act to the workmen employed by him in the contract under taken by him in the event of any disput arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable the dispute shall be reffred with out delay to the Executive Engineer, who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way effect the conditions in the contract regarding the payment to be made by Government at the sanctioned tendered rates.

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

vii) All facilities provided in the contract Labour (Regulation and Abolition ) Act 1971, the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971; should be provided.

Clause No. 44 : Payment to contractor shall be made by cheque method drawn on any treasury within the Division convenient to them provided the amount exceeds Rs. 10/- Amounts exceeding Rs. 10/- will be paid in cash.

Method of payment

ClauseNo.45: Any contractor who does not accept the conditions shall not be allowed to tender for works.

Acceptance of conditions compulsory before tending work.

ClauseNo. 46 : If Government declares a Scarcity or femine to exist in any village situated within 10 miles of the work the contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to whom, the Executive may have deligated this duly in writing to be in need of relief and shall be bound to pay such person towages not below the minimum which Government may have fixed in this behalf Any dispute which may arise in connection with implementation of this clause shall be decided by the Executive Engineer whose decision final and binding on the contractor.

Employment of scarcity labour.

Clause No. 47: The price quoted by the contractor shall not in any case exceed the control price. If any, fixed by Govt. or reasonable price which it is permissible for him to charge a private purchase for the same class and dicscription, the controlled price or the price permissible under Hoarding and profiteering Ordinance 1943 as amended from time to time if the price quoted exceeds the controlled price or the price permissible under Hoarding and profiteering prevention Ordinance, the contractor will specifically mention this fact in his tender alongwith the reasons for quoting such higher prices; The purchaser at his discretion shall in such case exercises the right of revising the price at any stage so as to confirm with the controlled price on the permissible under Hoarding and profiteering prevention Ordinance. The descretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause No.48: The rates to be quoted by the contractor must be inclusive of sales Tax No.extra payment on this account will be made to the contractor.

Clause No.49 : In case of materials that may the remain sur plus with the contractor from these issued for the work contracted for the date of ascertainment of the materials being surplus will be taken as the of sale for the purpose of sales tax and the sales tax will be recovered on such sale

Clause No. 49 A : Contractor should not that recovery of at penal rate of twice the issue rate will be affected if the contractors do not return the surplus materials and the S.T. and G.T. will also be recovered from them.

Clause No 50 : The contractor should as for as possible obtain the requirement of labour skilled and unskilled from the nearest employedexchange.

Clause No.50 A: The contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinerily residing in the district which site of the said work is located.

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

Clause No. 51: All amounts whatsoever which the contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied/issued hereunder by the Government to the contractor (ii) here charges in respect of heavy plant, machinery and equipment given on hire by the Government to the contractor for execution by him of the work and or on which advance have been given by the Government to-

CONTRACTOR NO. OF CORRECTIONS DY. E.E. EXECUTIVE ENGINEER





Schedule-B

Memorandum showing items of work to be carried out

Item No.	Quantities estimated but may be moreless	Item of work	Estimated Rate		Unit	Total amount according to estimated quantities
			in words	in figures		

1  
2  
3  
4  
5

Note : 1 All work shall be carried out as per P.D. Hand Book and specifications of the Division as directed.

Note : 2 Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good for work under all conditions site weather etc.

Contractor                      No. of correction                      Dy. E.E.                      E.E.  
Note : To be continued on additional sheets if found necessary.

(53)

## CONDITIONS FOR SCHEDULE 'A'

- 1) The controlled materials will be supplied according to the test mentioned in Schedule 'A' The steel will be supplied in length as available. The Department does not take the responsibility for any delay caused in arranging the supply. No compensation will be paid to the contractor on this account.
- 2) All materials shall be made available for delivery on working days only during office hours to be arranged mutually by the contractor himself and the store keeper of the Sub- Divisional Officer concerned whosoever shall issue materials which shall be made available at public works (west )Division stores mentioned above.
- 3) The contractor shall maintain a register of account of all materials issued to him from time to time and kept it open for inspection and scrutiny etc. by the Executive Engineer or his representative as directed. Cost of materials that can not be accounted for shall be recovered from the contractor at panel rates of twice the issue rate by the Executive Engineer.
- 4) The quantities as noted in schedule 'A' are only approximate and shall vary according to actual bonafied use.
- 5) All materials mentioned in schedule 'A' required for the work shall be taken from the department only the materials from other sources is lieu of the materials in schedule 'A' shall not be allowed except under written permission from Executive Engineer in such certificates for the quality shall be furnished by the contractors. Samples of such materials shall tested from any of the Government approved laboratories at contractor's cost. The materials not confirming to the required standard shall be removed from the site of work, immediately.
- 6) The contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' above at site having double locking arrangements. The materials will be taken for use in the presence of the Department persons only. No materials will be allowed from the site of work.
- 7) The issue rates are inclusive of the taxes (such as S.T.G.T. Octroi etc.,)
- 8) In the case of mild steel bars will be taken by the department from the contractor on completion of work provided the same are in full length as originally issued and also if they are not less than 2.5 meters in length, the contractor will be paid for the same on the rate fixed under provision of para 10.3.8 of M.P.W. Accounts - code P.101.
- 9) Contractor shall furnish account of all materials before placing indent for further materials and completion of work and should return all surplus materials to the Department recovery at panel rate of twice the issue rate as mentioned in Schedule 'A' and store charges thereon etc. will be effected for non- returning the surplus materials.
- 10) The steel shall be issued to the contractor on actual weightment. The payment shall be made on the basis of the weight of steel use on the work which is calculated on the basis of the returning length and standard weight per metre length. No claims on account of different in actual weight and weights calculated on the basis of length shall be entertained The table showing the unit weight of mild steel bars of difference categories (in metric tonne) as produced below should be allowed strictly.

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Diameters of bars in mm	weight in kg mild steel	weight in kg Tor. steel
6	0.22	0.222
10	0.60	0.617
12	0.90	0.888
16	1.06	1.578
20	2.50	2.466
22	3.00	2.980
25	3.80	3.854
28	4.80	4.800
32	6.30	6.313
36	8.00	7.990
40	9.90	9.864

- 11) The changes for conveying above materials from the place of delivery to the site of work should be borne by the contractor.
- 12) Cement will be supplied to the contractor in standard packing bags. Twenty bags as equal to the metric tonnes as received from the suppliers of cement and will be delivered at Government stores at the rates mentioned Schedule 'A'.
- 13) Government shall not be responsible for the loss of cement during transit contractor will have to be done by weight batch while mixing it cement is found short in a bag it will have to be made good by the contractor for which additional cement will be supplied by the Department at issue rate in Schedule 'A'.
- 14) The contractor shall within the period stipulated by the Engineer-in-charge submit as estimate of his total requirements of cement and shall place tender of his monthly requirements at least one month in advance of planned use otherwise as directed by the Engineer-in-charge.
- 15) The contractor shall indent his requirement of cement as to assure utilisation of cement not later than 60 days after the receipt thereof. Cement order than a period of one said or stored through any part of monsoon shall not be used on the work except with the written permission of the Engineer-in-charge and only after the satisfactory passing test that may be specify. The testing charges will have to be borne by the contractor.
- 16) The Department does not accept the responsibility for any delay caused in arranging the supplied. No compensation shall be paid to the contractor on this account.
- 17) The contractor should maintain on account of stock of cement and steel consumption of the work very day in the prescribed proforma.
- 18) The contractor or his authorised representative should be sign in token of his acceptance daily consumption of account of steel and cement and other controlled articles supplied by the Public Works Department in the register maintain by the officer in charge.
- 19) In case any store materials supplied by the Departments is wasted or damaged due to negligence, mishandling or for want of proper arrangement, by the contractor or his agent or labour, recovery of the cost of the same shall be effected from the contractor at panel rates as will be decided the Executive Engineer, wastages of steel to be borne entirely by the contractor 5 percent wastages of steel is admissible.
- 20) The materials shown in Scheduled of the contractor will be issued as included in Schedule 'B' for which his rates have been accepted. In case if any extra rate is allowed to the contractor for any item included in schedule ^ or extra items, the rate for issuing materials will be decided by the Engineer-in-charge separately and will be binding on the contractor.
- 21) No cement will be issued for manufacturing of cement tiles, RCC jali, etc. of which contractor will have to make his own arrangements.

Name of Work \_\_\_\_\_

**DECLARATION OF CONTRACTOR  
(See para 14 of detailed Tender Notice)**

**I/We hereby declare that I/We have made myself/ ourself throughly conversant with the local conditions regarding all materials and labour on which I/We have based my/ our rates for this tender. The specification and leads on this work have been carefully studied and understood before submitting this tender. I/We under take to use only the best materials approved by Executive Engineer or his duly authorised Assistant during execution of the work and to abide by the decisions.**

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