

(1)

.....

GOVERNMENT OF MAHARASHTRA

ZILLA PARISHAD DHARASHIV

TENDER DOCUMENT

PANCHAYAT SAMITI WASHI

FOR

**SARPANCH / GRAMSEVAK
GRAMPANCHYAT INDAPUR
TQ. WASHI DIST. DHARASHIV**

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

INDEX

NAME OF WORK:	As per Notice inviting tenders		
Sr. No.	Brief Description of Contents	Pages	
		From	To
1	Instructions to Tenderer		
2	Brief Tender Notice		
3	Detailed Tender Notice		
4	Declaration of the contractor		
5	Statements 1 to 4		
6	Additional General conditions and specifications		
7	Quality Assurance and maintenance manual		
8	Agreement form B-1		
9	Additional Condition of material brought by contractor		
10	Model form of Bank guarantee for Security Deposit		
11	Schedule "A", "B" and "C"		
12	Drawing		
13	Conditions for insurance of work.		

Issued to Shri / M/s

As per DD No..... **dated**

Name of Bank.

**SARPANCH / GRAMSEVAK
GRAMPANCHYAT INDAPUR
TQ. WASHI DIST. DHARASHIV**

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(3)

Tender Notice

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

INSTRUCTIONS FOR THE TENDERER

Sr. No.

Particulars

PLEASE ATTACH SCANNED COPIES OF FOLLOWING DOCUMENTS

1. Declaration of the Contractor on Contractors Letter Head in *.pdf format.

ONLINE PAYMENT**ONLINE PAYMENT**

1. ठेकेदार नॉदणी प्रमाणपत्र (ग्रामविकास विभाग)
2. जीएसटी नॉदणी प्रमाणपत्र
3. आयकर रिटर्न दाखल केलेले विवरणपत्र
4. ईपीएफ नॉदणी प्रमाणपत्र
5. पॅन
6. वार्षिक उलाढाल असलेले सी.ए.प्रमाणपत्र
7. ठेकेदाराचे काळ्या यादीत नसल्याचे स्वयंघोषित प्रमाणपत्र
8. पूर्ण केलेली कामे व हातावरील कामे
9. निविदा शुल्क व ईएमडी भरल्याची ऑनलाईन पावती

Important Note :

Please note that omission to attach any document is likely to invalidate the tender.

(5)

BRIEF TENDER NOTICE

SARPANCH / GRAMSEVAK
GRAMPANCHYAT INDAPUR TQ. WASHI DIST. DHARASHIV

NOTICE INVITING **E-TENDER NO. 2026-27/01**

SARPANCH / GRAMSEVAK GRAMPANCHYAT INDAPUR TQ. WASHIDIST. DHARASHIV, on behalf SARPANCH / GRAMSEVAK GRAMPANCHYAT INDAPUR TQ. WASHI DIST. DHARASHIV, invites online percentage rate tender from contractors registered in appropriate class / category with Rural Development Dept. Zilla Parishd Division The Name of Work , Estimated Cost ,Earnest Money , Security Deposit , Time Limit Etc. are as under

Sr. No.	Name of work	Amount put to tender Rs.	TENDER FEE	Class of Contractor
1	Construction C.C. Road and Nali in Ramainagar At Indapur Tal.Washi	415662.00	Rs 200	Z.P.Registered Contracor

1. The complete bidding process will be **online (e-tendering)**. **all the notifications regarding this tender notice hereafter will be published online on website "<http://mahatenders.gov.in>"**
2. Bidding document can be seen and downloaded from the website "<http://mahatenders.gov.in>" from 18.00 hours on 18/05/2026 to 26/05/2026 up to 17.00 hours.
3. The bid can be submitted in electronic format on the website from 18.00 hours on 18/05/2026 to 26/05/2026 up to 17.00 hours. Technically Tender will be opened on Dt.09/09/2024 At 09.00

4 **The tender fee and 1 % Earnest Money Deposit (EMD) must be deposited through ONLINE**

5. **A certificate in Specified format (as part of e tendering document and process) of tender fee and EMD deposited on or before dt. 26/05/2026**

The above original certificate will not be accepted physically in GRAM PANCHAYAT Office

Technical Bids will be opened online on 27/05/2026 at 17.00 hours on website "<http://mahatenders.gov.in>" in the office of SARPANCH / GRAMSEVAK GRAMPANCHYAT INDAPUR TQ. WASHI DIST. DHARASHIV on address SARPANCH / GRAMSEVAK GRAMPANCHYAT INDAPUR TQ. WASHI DIST. DHARASHIV Time and Date of opening of financial bids will be informed by email to responsive bidder.

8. Security Deposit to be submitted at the time of agreement is 2% of Contract price and balance 3 % will be deducted from running bill.
9. The guidelines to download the tender document and online submission of bids and procedure of tender opening can be downloaded from

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(6)

website "<http://mahatenders.gov.in>"

10. Time allowed for completion of work is ____ **months** and defect liability Period _____ months from the date of completion of work.

11. Right to reject or cancel any or all the tenders without assigning any reason thereof whatever may be is reserved by the undersigned.

12. DSR 2022-23

**SARPANCH / GRAMSEVAK
GRAMPANCHYAT INDAPUR
TQ.WASHI DIST.DHARASHIV**

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

BRIEF TENDER NOTICE
SARPANCH / GRAMSEVAK

14. TENDERING PROCEDURE.

A) ISSUE OF BLANK TENDER FORMS

Tender documents (Bidding document, Bill of Quantities, drawings etc.) can be seen and downloaded from the website.

["http://mahatenders.gov.in"](http://mahatenders.gov.in)

B) Pre - Bid Conference :

i) Deleted

ii) Deleted

iii) The tender submitted by tenderer shall be based on the clarification, additional facilities offered (if any) by the Department, and this tender shall be unconditional. **Conditional tender will be summarily REJECTED.**

iv) All tenderers are cautioned that the tender containing any deviation from the contractual terms and conditions, and specifications or other requirements and conditional tender will be rejected as non responsive.

C) MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS.

The tenderer shall be submit the tender and documents online through website "<http://mahatenders.gov.in> in two covers. The guidelines to the contractors are available on website "<http://mahatenders.gov.in>."

a) Technical cover

The Technical Cover shall contain the following documents.

1) Declaration of contractor

Declaration of the Contractor (in prescribed format) on Contractor's Letter Head (in .pdf format).

2) Tender fees & EMD

A certificate in Specified format (as part of e tendering document and process) of tender fee and EMD deposited on or before dt.07/09/2024 in above account mentioned in condition (4) through ONLINE uploaded in Technical Envelope

The above original certificate will not be accepted physically in Grampanchayat Office

Exemption for payment of Earnest Money is not applicable.

3) Registration & Qualification

3.a Certificate in original or attested copy thereof duly attested by Gazettes officer as Registered Contractor with Rural Development department of Government of Maharashtra in appropriate class as may be applicable.

3.b Photostat of attested copy of Partnership deed and power Of attorney if any.

3.c Details of works of similar type and magnitude carried out by the contractor (Statement No. 1)

3.d Details of the other works tendered for and in hand with the value of work in progress on the last date of submission of tender (in the proforma of statement No. 2) The certificate from the Heads of the offices under whom the work in progress should be enclosed.

3.e Valid Registration certificate under GST Act 2017 under Rule No. 8 and 9 and

3.f Valid Acknowledgement of Income Tax Return Filed in original Photostat copy

4) Technical papers

3.b Details of Technical personnel on the roll of the tendered (in the proforma of Statement no. 4)

All Scanned copies submitted in connection with the tender shall be attested by a Gazettes officer only; the originals may be called for verifications.

b) FINANCIAL Cover

The second envelope marked as "**Financial Bid**" shall contain only the Bill of Quantities (BOQ). The same file downloaded from the website must be duly quoted with company details filled up. The contractor shall upload the same BOQ only, duly filled and quoted percentage with digital signature. The contractor need not upload the B-1 form i.e. Detailed conditions of contract along with BOQ.

This tender shall be unconditional.

c) SUBMISSION OF TENDER

The contractor shall, before final submission of bid, confirm all the required files, papers are attached properly in the respective covers i.e. in Technical cover and financial cover.

Contractor may attach the documents asked in the bidding document by selecting those from those which are already available in "my documents" section in his login.

d) OPENING OF TENDER

Contractor have to submit the original instruments i.e. Originals of scanned Fixed deposit receipt towards EMD and Demand Draft towards tender fees in time between the last time & date of bid submission and time & date of opening of technical cover as specified in the detailed tender notice. On the date specified in the tender notice following procedure will be adopted for opening of the tender.

1. Technical Cover

First of all , Envelope No. 1 of the tender will be opened to verify its contents as per requirements. The documents so attached by the bidder will be verified by the tender evaluation committee of the department. 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 bidder's financial Bid will not be considered for further action.

The summary of technical bid opening will be mailed to all concerned contractors automatically by the system. The scheduled date & time financial bid opening will be mailed to contractors whose technical bids are accepted by the tender evaluation committee.

2. Financial Cover

This envelope shall be opened on the date & time specified and communicated to concerned bidder through mail. The tendered rates or percentage above or below the estimated rates shall then be read out.

15. The contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out, he shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, and availability of labour and materials and that he has quoted his rates with due consideration to all these factors.
16. The right is reserved to revise or amend the contract documents prior to the date notified for the receipt of tenders or extended date. Such deviations, amendments or extensions, if any, shall be communicated in the form of corrigendum through website "<http://mahatenders.gov.in>."
17. The bidders they are subject to be disqualified if they have made misleading or false representations in the forms, statement and attachments submitted in proof of the qualification, requirements; and / or record or poor performance such as a abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
18. **EXAMINATIONS OF DRAWINGS AND SITE CONDITIONS :**

The bidder shall in his own interest carefully examine the drawings, conditions of contract, specifications etc. He shall also inspect the site and acquaint himself about the climate, physical and all other conditions prevailing at site, the nature, magnitude, special features practicability of the works, all existing and required means of communications and access to site, availability of housing and other facilities, the availability of labor and

materials, labor camp site, stores and godown etc. He shall obtain all necessary information as to the risk, contingencies and other circumstances which may affect and influence the tender. No claims on any of the above or any other factors will be entertained by the Government, Should there be any discrepancy or doubt or obscurity the contractor shall submit the same to the Executive Engineer, Works concerned for elucidation as soon as possible.

19. The tender submitted by the contractor shall remain valid for a period of 90 days from the date of opening of financial bid.
20. The contractor (s) whose tender is accepted is required to note that no foreign exchange will be released by the Department.
21. Tenders, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summary rejection.
22. Right to reject any or all tenders without assigning reasons there for is reserved. The acceptance of the tender lies with the SARPANCH/GRAMSEVAK
23. The notice inviting tender shall form part of the tender agreement.
24. The successful tendered will be required to produce to the satisfaction of the specified concerned authority a valid and concurrent license issued in his favor under the provisions of the contract Labor (Regulation and Abolition) Act 1970, before starting the work, failure to do so acceptance of the tender shall be liable to be withdrawn and earnest money forfeited.
25. **Instructions to Contractor :**
 1. In case the contractor, whose offer is found to be lowest, is requested to negotiate and reduce the offer, does not respond within a period of 7 days, the tender accepting authority without issuing any reminder reserves the right to reject such tender.
 2. In case the contractor, who is informed of acceptance of his tender, does not remit the initial Security Deposit within a period of 10 days, the tender accepting authority reserves the right to forfeit the earnest money

(12)

deposit without issuing any reminder to take further action according to the tender provision.

- 26.** Right to reject or cancel any or all the tenders without assigning any reason thereof whatever may be is reserved by the undersigned.

**SARPANCH / GRAMSEVAK
GRAMPANCHYAT INDAPUR
TQ. WASHI DIST. DHARASHIV**

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

DECLARATION OF THE CONTRACTOR**(To be submitted by contractor on contractors letter head in .pdf format)****Name of work:****Tender Notice No:**

I/We hereby declare that

1. I/We are interested in the above named work in the tender notice.
2. I/We have submitted a bid for the said work.
3. I/We have made myself /ourselves thoroughly conversant with the local conditions regarding all materials and labor on which I/We have based my/our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I/We undertake to use only the best materials approved by Executive Engineer, or his duly authorized assistant during execution of the work and to abide by the decisions.
4. I/We accept all the terms and conditions laid down in the tender document; which I will sign at the time of agreement.
5. The rate quoted by me/us is unconditional; I/we well known that conditional tender is liable for rejection.

Signature
(Contractor)**To,****SARPANCH / GRAMSEVAK
GRAMPANCHYAT INDAPUR
TQ. WASHI DIST. DHARASHIV**

(14)
STATEMENT NO.1

DETAILS OF WORKS OF SIMILAR TYPE AND MAGNTUDE CARRIED OUT BY CONTRACTOR

Name of contractor :

Sr. No	Name of works	Agreement No. and Date	Date of starting	Tendered cost	Total cost of work Done	Stipulated date of completion	Actual date of completion	Remark
1	2	3	4	5	6	7	8	9

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

STATEMENT NO. 2**STATEMENT OF LIST OF WORKS IN HAND AND WORKS TENDERED FOR AS ON THE DATE OF SUBMISSION OF THIS TENDER****Name of contractor :****(I) Works in Hands**

Sr. No	Name of works	Agreement No. and Date	Tender Amount	Date of Commencement	Stipulated date of completion	Value of works already done	Value of balance work	Probable date of completion	Remarks
1	2	3	4	5	6	7	8	9	10

(II) Works Tendered for

Sr. No	Name of work	Name and address client	Tendered amount	Time limit	Probable date when decision is expected	Other relevant details if any
1	2	3	4	5	6	7

Note This is only a standard form details are to be furnished in this format in the form of type written statements (in .pdf format) which shall be enclosed in cover No.1

CONTRACTOR**NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

Statement No. 4**DETAILS OF TECHNICAL PERSONNEL WITH PROJECT MANAGER****AVAILABLE WITH THE CONTRACTOR****NAME OF THE CONTRACTOR :**

Sr. No	Name of person	Qualification	Whether working in field or office	Experience of execution of similar works	Period for which the person is working with the tenderer	Remarks
1	2	3	4	5	6	7

CONTRACTOR**NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

General Conditions And Specifications

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

1. These are to apply as additional specifications and conditions unless otherwise already provided for contractdictory elsewhere in this contract.

2. **CONTRACTOR TO STUDY SITE CONDITIONS :**

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

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

3. **DECLARATION OF THE CONTRACTOR:**

The contractor should sign and submit the prescribed declaration form in technical cover.

4. **INDEMNITY:**

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

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

5. DEFINATIONS:

Unless excluded by or repugnant to the context:

- a) The expression " the Government " as used in the tender papers shall mean the Zilla Parishad Dharashiv of the Government of Maharashtra.
- b) The expression "**Contractor**" used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorised to proceed with the work.
- c) The expression "**Contract**" as used in the tender papers shall mean the deed of contract together with its original accompaniment and those later incorporated in it by mutual consent
- d) The expression "**Plant**" as used in the tender paper shall mean every machinery, necessary or considered necessary by the Engineer to execute, construct complete and maintain the works and used in, altered modified, substituted and additional work ordered in the time and in the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and descriptions whatsoever intended or used hereof.
- e) "**Drawing**" shall mean the drawings referred to in the specifications and any modification of such drawings approved in writing by Engineer and

such other drawings as may from time to time be furnished or approved in writing by the Engineer.

- f) **"Engineer's Representative"** shall mean an assistant of the Engineer notified-in writing to the contractor by the Engineer.
- g) **"Provisional items"** shall mean items for which approximate quantities have been included in the tender documents.
- h) The **"Site"** shall mean the lands and / or other places, on under in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Government or used for the purpose or contract.
- i) **"The work"** shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the contract.
- j) The **"Contract Sum"** shall mean the sum for which the tender is accepted.
- k) The **"Accepting Authority"** shall mean the officer competent to accept the tender.
- l) The **"Day"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.
- m) **"Temporary works"** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- n) **"Urgent Works"** shall mean any measure which, in the opinion of the Engineer in charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working thereon.

where the context so requires, words importing the singular only also include the plural and Vice-versa.

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

Wherever there is mentioned of "*Schedule of Rates*" of the. Division or simply DSR in this tender, it will be taken to mean as "**The schedule of the rate of the Division in whose jurisdiction of the work lies**".

6. ERRORS, OMISSIONS AND DISCREPANCIES :

- a)** In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawing or between drawings and specifications etc. the following order of preference shall apply.
- i)** Between actual scaled and written dimensions or descriptions on a drawings the later shall be adopted.
- ii)** Between the written or shown description of dimensions in the drawing and the corresponding one in the specifications, the later shall apply.
- iii)** Between the quantities shown in the schedule of quantities and those arrived at from the drawings, the later shall be preferred.
- iv)** Between the written description or the item in the schedule of quantities and detailed description in the specifications of the same item, the later shall be adopted.
- b)** In case of discrepancy between rate percentage quoted rate in figures and words the lowest of the two will be consider for acceptance of the tender.
- c)** In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item or specification, reference shall be made to the EXECUTIVE ENGINEER (WORKS) Zilla Parishad. Dharashiv whose elucidation, elaboration or decision shall be considered as authentic. The

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

- d) The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provisions (if any) in the standard specifications of Public Works Department Hand Book where reference to such specifications is given without reproducing the details in contract.

7 . Programme of work

The work is required to be completed within a stipulated period of **SIX MONTHS** .The Relative programme may be as per Bar Chart.

(a) CONSTRUCTION EQUIPMENT :

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

(b) PROGRESS SCHEDULE :

- i) The contractor shall furnish within the period of **Seven Days** from the order to start the work, the programme of work in CPM/PERT charts in quadruplicate indicating the date of actual start. The monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of the materials, plants and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit, the particular items, if any, on the due dates specified in the contract and shall have the approval of the Engineer in charge. No revised

schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for 'more detailed schedule or schedules say; week by week for any item or items in case of urgency of work as will be directed by him and the contractor shall supply the same and when asked for.

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

8. AGENT AND WORK ORDER BOOK :

The contractor shall himself manage the work or engage an authorised all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(24)

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 direct contractor. He will take orders as will be given the SARPANCH/GRAMSEVAK or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the EXECUTIVE ENGINEER (WORKS) Zilla Parishad. Dharashiv and his representative on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by the contractor and notify changes when made and the Engineer regarding the quantity and sufficiency of the staff thus employed. The Engineer will have the unquestionable right to ask for change' in the quantity and number of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer.

A work order book shall be maintained on site and it shall be the property of the Government and the contractor shall promptly sign orders given therein by EXECUTIVE ENGINEER (WORKS) Zilla Parishad. Dharashiv or his representative and his superior officers, and comply with them.

The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

9. SETTING OUT :

I) SETTING OUT FOR (BUILDING WORKS)

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(25)

The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer in charge. The approval thereof or joining with the contractor by the Engineer in charge in setting out the work, shall not relieve the contractor of any of his responsibilities.

Before beginning the work, the contractor shall at his own cost provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer in charge. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer in charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary for the proper checking of layout and inspection of the points during construction.

Pillars bearing geodetic marks located at the site of units of works under construction should be protected and fenced by the contractor.

On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

RESPONSIBILITIES FOR LEVEL AND ALIGNMENT

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment the levels and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

rectification shall be carried out by the contractor, at his own cost, when instruction are issued to that effect by the Engineer in charge.

10. LEVELING INSTRUMENTS :

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

11. AUTHORITIES OF THE ENGINEER IN CHARGE'S REPRESENTATIVE

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

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

Failure of the representative of the Engineer in charge to disapprove any work or material shall not prejudice the power of the Engineer in charge thereafter to disapprove such work or materials and so order the putting down removal or breaking up thereof.

12. CO-ORDINATION:

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(27)

When several agencies for different sub works of the project are to work simultaneously on the project site, there must be full co-ordination and co-operation between different contractors to ensure timely completion of the whole project smoothly, the scheduled dates, for completion specified in each contract shall therefore be strictly adhered to. Each contractor may make his independent arrangement 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 single contractor shall take or cause to be taken any steps or action that may cause disruption, discontent or disturbance to work, labour or arrangements etc. of other contractors in the project localities. Any action by any contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with as such.

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

13 ASSISTANCE IN PROCURING PRIORITIES PERMITS ETC.

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

The contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

with the Department it may be spared as per rules in force on recovery of necessary security deposit and rent at the rate approved from time to time by the independent agreement with agreement in the prescribed form of this contract and the supply or non supply of machinery shall not form a ground for any claim or extension of time limit for this work.

14. QUARRIES

14.1 The contractor(s) shall have to arrange himself/ themselves to procure the quarry. However necessary assistance will be rendered by the Department for procuring the quarries if required by the Contractor.

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

14.3 The contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down or may be laid down from time to time by the Government. Any cost incurred by the Government due to non compliance of any rules or regulations or due to damages by the contractor shall be the responsibility of the contractor repay such cost to Z.P. The Engineer in charge or his representative shall be given full facility by the contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer in charge or his representative shall at any time be allowed to inspect the work, building, and equipment at the quarters.

14.4 The contractor shall maintain at his own cost the books, registers etc. required to be maintained under the relevant rules and regulations and as directed by the Engineer in charge. These books shall be open for inspection at all times by the Engineer in charge or his representative and the contractor shall furnish the copies or extracts of the books or registers as and when required.

- 14.5** All quarrying operations shall be carried out by the contractor in organized and expeditious manner, systematically and with proper planning, the contractor shall engage licensed blaster and adopt electric blasting and / or any other approved method which would ensure. Complete safety to all the men engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives, from time to time shall be strictly adhered to by the contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of material from the concerned authorities. The contractor must therefore take timely advanced action-for procuring all such license so that the work progress may not be hampered.
- 14.6** The approaches to the quarrying place from the existing public roads shall have to be arranged by the contractor at his own cost, and the approaches shall be maintained by the contractor at his own cost till the work is over.
- 14.7** The quarrying operations shall be carried out by the contractor to the entire 'Satisfaction of the Engineer in charge and the development of the quarry shall be made efficiently so as to avoid the wastage of stones. Only such stone as are of the required quality shall be used on the work. Any stone which in the opinion of the Engineer in charge, not in accordance with the specification or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected material shall not be used on the work and such rejected material shall be removed to the place shown at the contractor's cost.
- 14.8** Since all stones quarried from Government quarry (if made available) by the contractor including the excavated overburden are the property of the Government, no stones or the earth shall be

(30)

supplied by the contractor to any other agencies or works, and are not allowed to be taken away for any other works. All such surplus quarried materials nor required for work under this contract shall be the property of the Government and shall be handed over by the contractor to the Government free of cost at the quarry site duly heaped at the spots indicated by the Engineer in charge. If however the Government does not require such surplus material, the contractor may be allowed to dispose off or use such material elsewhere with prior written permission of Engineer in charge Leaving off a quarry face or opening of new quarry face shall be done only on the approval of the Engineer in charge.

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

14.10 The contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space in Government area is available for the purpose, of his own structures or stores, office, etc. at places approved by the Engineer in charge. On completion of the work the contractor shall remove all the structures erected by him and restore the site to its original conditions.

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

15 **COLLECTION OF MATERIALS**

1) Where suitable and approved P.W. Department's quarries exist, the contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(31)

negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance.

- 2) Where no suitable P.W. Department's quarries exist or when the quality of the material required cannot be obtained from P.W. Department quarry the contractor or piece worker shall make his own arrangement to obtain the material from existing or a new quarry in Government waste land, private land or belonging to other states or talukas, etc. After opening the quarry but before starting collection, the quarry shall be got approved by the Engineer in charge or his representative. The contractor or piece workers shall pay all royalty charges compensation etc. No claims or responsibility on account of any obstruction caused to execution of the work by difficulties arising out of private owners of land will be entertained.
- 3) The rates in the tender includes all incidental charges such as opening of new quarry opening out a new portion in a existing quarry, removing top soil and the unsuitable material, dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs of existing cart tracks, making new cart tracks, control charges Central / State Government or municipal taxes.
- 4) The rates in the tender are for the delivery of approved material on road side properly stacked at places specified by Engineer in charge and are inclusive of conveyance charges in respect of the leads and lifts. No claim on account of the charges in lead will be entertained.
- 5) No material shall be removed from the land within road boundary or from the land touching it without the written permission of the Engineer in charge or his authorised agent. If any material is unauthorisely obtained from the such places, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Executive Engineer and will have to stop further collection.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

- 6) Any material that falls on any Z.P. (W) / P.W. Department road from the cart etc. during conveying shall be immediately picked up and removed by the contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of accident 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 any material that falls on the road or track, not in charge of the Department and shall attend to any complaints which may be received.
- 7) The material shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it to be washed away by rains or flood, to be buried under the land slide etc. or to slip down on embankment or hill side etc. No claim for any loss due to these and similar causes will be entertained.
- 8) Before stacking, the material shall be free from all earth, rubbish, vegetable matter, and other extraneous substance and in the case of metal, screened to gauge, if so directed. When ready, it shall be stacked entirely clear of the road way, on ground which has been cleaned of vegetation and leveled. On high banks, ghat roads etc. where it may not be practicable to stack it entirely clear of the road way, it may 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.
- 9) Unless otherwise directed, the materials shall be collected in the following order according to availability of space. 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 stacked on the side opposite to metal for new layer. Where metal for two layers has to be stacked as in the case of new roads, the metal for each layer shall be stacked on opposite sides of the road.

10) No deduction will be made for voids.

16. **TEMPORARY QUARTERS AND SITE OFFICE**

- i) The contractor shall at his own expenses maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement for housing such staff with all necessary amenities. General layout for plan such structure shall be got approved from the Engineer in charge.
- ii) The contractor shall provide, furnish, maintain and remove on completion of the work a suitable office on the work site for the use of the Executive Engineer's representative. The covered area exclusive of verandah should not be less than 37.17 sqm. It may have bamboo matting walls and asbestos walls and asbestos or corrugated iron roof, paved floor should be 45 cm above ground level. He should provide latrines, urinals and keep them clean daily. This will be supposed to be included in his rates.

17 **TREASURE TROVE**

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

18 **PATENTED DEVICE**

Whenever the contractor desires to use any designed device, materials or process covered by the letter of patent or copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and a copy of their agreement shall be filed with the Engineer in charge if so desired by the letter any responsibility whatsoever in connection with the storage and use of the explosives on the site or any accident or occurrence whatsoever in connection there with all operations of the contractor in or for which explosives are employed being at the risk of the contractor and upon his sole responsibility and the contractor hereby give to the Government an absolute indemnity in respect thereof.

19 **EXPLOSIVES**

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

20 **DAMAGE BY FLOOD OR ACCIDENTS****CONTRACTOR****NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

The contractor shall take all precautions against damage by flood or like or from accident etc. No compensation will be allowed to the contractor on this account or for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost any plants or materials belonging to the Zilla Parishad Dharashiv lost or damaged by floods or from any other cause while is in his charge.

21. POLICE PROTECTION

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

22. SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

22.1 SUPERVISION

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

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

22.2 INSPECTION

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(36)

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

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

23. INITIAL MEASUREMENTS FOR RECORD

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

24. SAMPLES AND TESTING MATERIALS

1. All material to be used on work 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 Road Congress, Standard specifications or
 - c) I.S.I, specifications (whichever and wherever applicable) or
 - d) such recognised specifications acceptable to the Engineer-in-charge as equivalent thereto or in the absence of such authorised specifications,
 - e) such requirements test and / or analysis as may be specified by the Engineer in charge in the order of procedure given above.
- ii) The contractor shall at his risk and cost make all arrangements and / or shall provide for all such facilities as the Engineer in charge may require for collecting, preparing and forwarding required number of samples for tests or for analysis at such time and to such place or places may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer in charge.
- iii) The contractor shall if and when required submit at his cost, the samples of materials to be tested or analyzed and if so directed, shall not make use of or incorporate in the work any materials to be represented by the samples until the required tests or analysis have been made and the materials finally accepted by the Engineer in charge.
- iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.

- v) The contractor or his authorised representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However, the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorised representative will be binding on the contractor.
- vi) Cost of the routine day to day quality control testing charges for tests required as per specifications will be borne by contractor by sending the same to the concerned Government laboratory.
- vii) The contractor shall at his own cost set up laboratory to carry out the routine tests of materials which are to be used on the work. The tests will have to be carried out either in his field laboratory or in an approved laboratory. In case tests are carried out in field laboratory at least 50% tests should be carried out at the Government quality control laboratory.
- viii) In case of material procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorised representative of the Engineer in charge at the the Government quality control laboratory. If additional testing other than as required by the specifications is ordered, the testing charges shall be borne by the Department if the test results are satisfactory and by the contractor if the same are not satisfactory.
- ix) In case of the materials supplied by the Government and if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the tests results are satisfactory and by the Department if the same are not satisfactory.
- x) Testing shall be carried out at approved Government laboratory the Government quality control laboratory as directed by the Engineer in charge and all testing charges shall be borne by the contractor.
- xi) 15% of the rate shall be withheld and shall be released only after the receipt of the satisfactory test results whenever specified excluding concrete items.

CONTRACTOR**NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

"Routine test shall mean testing of aggregate for gradation, flakiness index, impact value and binder contents."

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

25. 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 for that item in the specifications. If for any reasons except those required for compensating the deficiencies in the components, the cement content and properties are altered by the Engineer (Engineer in charge) at any time or from time to time, the tendered rates for that particular item and quantity or quantities shall be duly enhanced or reduced only to account for the addition or reduction in cost of the cement content from that laid down in the specification at the rates specified in DSR of the district on which the estimate is based plus 10% to cover all other incidental charges whatever. Likewise 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 the change which shall be carried out as per directions of Engineer in charge, provided cost of such additives etc. is borne by Government or these are supplied free of cost to contractor at site by the Government.

26. CEMENT CONCRETE

- a)** The contractor shall carry out all preliminary tests to work out grading and proportioning of aggregates in order to obtain and maintain uniform 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 150mm x 150mm x 150mm will be tested for every 15 cubic meter of ordinary grade concrete or per day whichever is higher.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(40)

The contractor shall make field arrangements for slump test, density and bulking testing and also prepare concrete cubes 150mm x 150mm x 150mm for testing compressive strength at his "cost. The cubes shall be " got tested at approved laboratory and the test results shall not fail below those prescribed in P.W.D. hand book (Table CV P 412) or as laid down in the specifications. The cost of such cubes and tests shall be entirely borne by the Contractor.

- b)** All concrete shall be machine mixed, unless otherwise directed by Engineer in charge for controlled or high grade concrete, the grading of aggregate shall be got approved from the Engineer. The correct proportions and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer in charge. However, such approval does not relieve the contractor from his responsibility, regarding the minimum works strength requirements. Work test shall be taken in accordance with relevant codes and specifications. The proportioning of aggregate shall be done by weight if so ordered 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 or concrete for minor items where in small quantities are involved but in that case the contractor shall increase the cement content of the mixture by 10% without any extra cost.
- d)** The form work used shall be made invariably of steel / with lining of steel or with plywood lining wooden shutters may be allowed at the discretion of the Engineer i.e. Lintels, small slabs and beams, coping etc.
- e)** The concrete shall be mechanical vibrated for proper compaction by the method approved by the Engineer.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

- f) The concrete shall be cured only by a sweet potable water for full 21 days after the time of its placement or as may be directed by Engineer in charge.

26.1 **REINFORCED CONCRETE WORK**

- a) The work included in this contract shall be carried out in addition to this specifications detailed herein in accordance with specifications and regulations as laid down in the following standard specifications. Standard specifications published by Government of Maharashtra 1985 Edition.

IS 8112 1989 - Specification for 43 grade ordinary Portland cement.

IS 383 1976 - Specification for coarse and fine aggregate from natural coarse for concrete.

IS 1786 1985 - Specification for cold twisted bars.

IS 432 1982 - Specification for mild steel and medium steel bars.

IS 456 1978 - Code of practice for plain and reinforced concrete of cement not less than 43 grade.

If the standard specifications quoted above fall short for the items quoted in these schedules of this contract reference shall be made to the latest British Standard of Specifications. If any of the item of contract do not fail in reference quoted above the decision and specification of the Engineer shall be final.

27. **ADDITIONAL GENERAL SPECIFICATION FOR ORDINARY AND HIGH GRADE CONCRETE**

1. If the concrete strength falls below that specified for the items and if the use can be permitted under clauses 303.3.7 of the IRC bridge code section - ill given below, the unit (Bridge component) may be accepted at the discretion of the Superintending Engineer concerned as a substandard work at a suitable reduced rate. Reduced rate will be determined by the SARPANCH / GRAMSEVAK concerned according to circumstance of the

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

case and the concerned Superintending Engineer's approval to the reduced rate as mentioned above is necessary.

"Standard Specifications and Code of Practice for Roads, Bridges Section- III cement concrete 303.3,7 standard acceptance."

- i) Full payment should be made when 75% of the test cube results are equal and above specified strength. Cases falling outside the above limits should be examined and decided by the Engineer in charge on merits of each case.
- ii) The test specimen should be taken by representative of the contractor in presence of a responsible officer of the rank of not lower than an Assistant Engineer / Deputy Engineer.
- iii) The test specimen should be formed carefully and no claims shall be entertained later on, on the ground that the casting of the test specimen was faulty and that the results of the test specimen did not give correct indication of the actual quality of concrete.
- iv) The minimum quantity of cement per one cubic meter of M-15 grade and above concrete should be as per Standard Specification Book Specification B 7-4 on page 39 (1979 Edition)
- v) **PAYMENT:**
 - a) The payment of such concrete work will not be made till the strengths are ascertained.
 - b) The payment of reinforcement of such affected items will not be made till the strengths of the concrete are ascertained:

The centering to be used for execution of any concrete items shall be strictly in accordance with specifications for form work and steel centering given on page 55 to 58 of these documents. No concreting shall be executed without prior approval to the centering from the Engineer in charge.

- vi) The centering to be used for execution of any concrete items shall be strictly in accordance with specifications for form work and steel centering given on page 55 to 58 of these documents. No concreting shall be executed without prior approval to the centering from the Engineer in charge.

28. MISCELLANEOUS:

1. Rate shall be inclusive of S.T., Turnover, Tax, Octroi Duty, all quarry fees, Royalty charges, General tax and other taxes etc.
2. For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, beams, slabs, etc. and later on refilled up with bricks or stone, chipping, cement mortar, without any extra cost.
3. In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the department limits, the contractor will have to make his own arrangement with the land owners and 'to pay such rents if any are payable as mutually agreed between them. The department will afford the contractor all the reasonable assistance to enable him to obtain Government land for such purpose on usual terms and conditions as per rules of Government.
4. The special provision in detailed specifications or wording of any item shall gain precedence over the corresponding contradictory provision (if any) in the standard specification or P.W.D. Hand book where reference to such specifications is given without reproducing the details in contract. Decision of the Engineer in charge shall be final in case of interpretation of specifications.
5. Suitable separating Barricades and enclosures shall be provided to separate material brought by contractor and material issued by Government to contractor under Schedule 'A'. Same applies for the material obtained from different sources of supply.

6. It is presumed that the contractor has gone carefully through the Standard Specifications of P.W.D. Hand Books and the Schedule of Rate of the Division and studied the site conditions before arriving at rates quoted by him.
7. The stacking and storage of construction material at site shall be in such a manner as to prevent deterioration of intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precaution shall be taken by the contractor to protect the material against atmospheric actions, fire and other hazards.

The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil heavy materials shall be stored on paved platforms.

The contractor shall at his own expenses engage watchman for guarding the materials and plants and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.
8. The contractor shall be responsible for making good the damage done to the existing property during construction by his men.
9. If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the contractor with the help of the Department at his own cost.
10. The contractor shall provide, maintain, furnish and remove on completion temporary shed for office on work site for the use of the Executive Engineer's representatives.
11. Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for the rectification.

12. In case in the Schedule 'B' the work has been divided into sections but not-with standing this, every part of it shall be deemed supplementary to and complementary of every other part.
13. General directions or detailed description of work, materials and items coverage of rates given in the specifications are not necessarily repeated in the Bill of Quantities, Reference is however, drawn to the appropriate section clause(s) of the General specifications in accordance with which the work is to be carried out.
14. In the absence of specific directions to the contrary the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the general conditions of contract.
15. The quantities set down against the item in the schedule 'B' are only estimated quantities of each kind of work included in the contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.
16. All measurements will be made in accordance with the method indicated in the specification and read in the conjunction with the General conditions of contract.
17. The details shown on drawings and all other¹ information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the Government during execution. The contractor - shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.

18. The recoveries if any from contractor will be effected as arrears of land revenue through the Collector of the District.

29. PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERTAL TELEPHONE WIRES AND POLES. TRANSMISSION TOWERS, ELECTRICAL CABLES AND WATER SUPPLYING LINES.

During the execution of work it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines etc. It will therefore be the responsibility of the contractor to protect them carefully. All such cases should be brought to the notice of the Engineer in charge by the contractor and also the concerned department. Any damages whatsoever done to these cables and pipe lines by the contractor shall be made good by him at his cost.

30. MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR

- a. The contractor shall provide an adequate supply of potable water for the use of labourers on work and in camps.
- b. The contractor shall construct trench or semi permanent latrines for the use of the labourers separate latrines shall be provide for men and women.
- c. The contractor shall build sufficient number of huts on a suitable plot of land for the use of the labourers according to the following specifications.
 1. Huts of bamboos and grass may be constructed.
 2. A good site not liable to submergence shall be selected. On high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungle grass or wood should be particularly avoided. Camps should not established close to large cuttings of earth work..

3. The lines of huts have open spaces of at least 10 Meters between rows. When a good natural site can not procured, particular attention should be given to the drainage.
 4. There should be no over crowding. Floor space at the rate of 2.78 sq. meter 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 if he wants Government' land, he should apply for it and pay assessment for it, if made available by Government.
 6. The contractor shall construct a sufficient number of bathing places, washing places should also be provided for the purpose of washing clothes.
 7. The contractor shall make sufficient arrangements for draining away the surface and sullage as well water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause any nuisance.
- d. The contractor shall engage a Medical Officer with a traveling dispensary for a camp containing 500 or more persons, if there is no Government or other private dispensary situated within eight kilometers from the camp. In cases of emergency, the contractor shall arrange at his cost, for transport for quick medical help to his sick worker.
- e. The contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged.
- f. The Assistant Director for Public Health shall be consulted before opening a labour camp and his instructions on matters such as water supply, sanitary conveniences, the camp site, accommodation and food supply shall be followed by the contractor.

- g.** The contractor shall make arrangement for all antimalaria measures to be provided for the labour employed on the work. The antimalaria measures shall be provided as directed by the Assistant Director of Public Health.
- h.** Where -workers are required to work near machine and area liable to meet with accident they should not be allowed to wear loose cloth like Dhoti, Jhabba etc.

31. SAFETY MEASURES AND AMENITIES :

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

- 1.** Providing protective foot-ware 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 infected with oyster growth etc.
- 2.** Providing protective hade were to workers working in quarries etc. to protect them against accident or fall of material from above.
- 3.** Taking such normal precautions like providing hand rails at the edges of the floating platforms or barges not allowing nails or metal parts or useless timber to spread around etc.
- 4.** Supporting workmen with proper belts, ropes, etc. when working on any masts, cranes, grabs, hoist, dredgers etc.
- 5.** Taking necessary steps towards training the workers concerned on the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines hoists, and similar units are working.

6. Providing adequate number of boats (if at all require for plying in water) to prevent over loading and over crowding.
7. Providing life belts to all men working at such situations from where they may accidentally fell into the water. Equipping the boats with adequate number of life belts etc.
8. Avoiding bare live wires etc. as would electrocutes workers.
9. Making all platforms staging and temporary structures sufficiently strong and not to cause inconvenience and risk to the workmen and supervisory staff.
10. Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accident due to suffocation's drowning and other injuries.
11. Take all necessary precautions with regards to use of divers.
12. Providing full length gum boots, leather hand gloves leather jacket with fire proof apron to cover the chest and back reaching upto knees and protective goggles for the eyes, to the labourers working with hot asphalt handling, vibrator in cement concrete and also where use of any or all these items is beneficial in the interest of health and well being of the laborer in the opinion of the Engineer.
13. Suitable scaffolds shall be provided for workmen for all works that can not safety be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying the materials as well as suitable footholds and handholds shall be provided on the ladder and the [adder shall be given an inclination not steeper than 1:4 (1 horizontal to 4 vertical)
14. Scaffolding or staging more than 3.25 meters above the ground of floors, swing or suspended from an overhead support or erected with stationary support shall have a ground fail properly attached, bolted, braced and

CONTRACTOR**NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

otherwise assured at least one meter high above the floor or platform on such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

15. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or are more than 3.25 meters above ground level or floor level. It shall be closely boarded, have adequate width and be suitable fenced as directed in 14 above.
16. Every opening in floor of the building or in a working platform shall be provided with suitable protection to prevent fall of person or materials by providing suitable fencing or railing with minimum height of 1 meter.,
17. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length, width between side rails in hung ladder shall in no case may be less than 30 cms. for ladder up to and including 3 meter in length. For longer ladders, this width shall increased at least 6 mm for each additional 30 ems. of length. Uniform step spacing shall not exceed 30 cms.
18. Adequate precautions shall be taken as prevent danger from electrical equipments. No material on any of the sites shall be stacked or placed as to cause danger or inconvenience to any person or the public.

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

19. All necessary personal safety equipment as considered adequate by the Engineer in charge shall be available for use of person employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a. Workers employed on mixing asphaltic materials, cement or lime mortars concrete shall be provided with protective foot ware and protective goggles.
 - b. Those engaged in handling any materials, which is injurious to eyes shall be provided with protective goggles.
 - c. Those engaged in welding works shall be provided with welder's protective eye shields.
 - d. Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e. When workers are employed in sewers and manholes which are in use the contractor shall ensure that manhole covers are open and manholes are ventilated at least for an hour before worker are allowed to get into them. Manholes opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - f. The contractor shall not employ men below the age of 18 and the women on the work of painting with products containing lead in any form. Whenever, men above the age of 18 are employed on the work lead painting the following precautions shall be taken.
 - i) No paint containing lead or lead product shall be used except in the form of paste or ready made paint.

- ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to have wash during and on cessation of work.
- g. When work is done near any place where there is risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Use of hoisting machines and shackle including the attachments, anchorage, supports shall conform to the following.

- a.
 - i) These shall be of good mechanical construction, round materials and adequate strength and free from patent defects and shall be kept in good working order.
 - ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and of adequate strength and free from patent defects.
- b. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding.
- c. In case of every hoisting machine and of every chain, ring, hook, shackle and pulley block used in hoisting or lowering or means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be clearly marked with safe working load.

In case of a hoisting machine having variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

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

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

- e) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the contractor.
- i) To ensure the effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open

to inspection by the Engineer in charge or his representative and the inspecting officers.

ii) Failure to comply with the provision hereunder shall make the contractor liable to pay to the Department as a penalty an amount not exceeding Rs. 50/- for each default and decision of the Engineer in charge shall be final and binding.

Notwithstanding the above conditions the contractor is not exempted from the operation of any other Act or Rules in force.

32. EXCAVATION AND TRENCHING :

All trenches 1.5 meters or more in depth shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground, side of a trench which is 1.5 meter or more in depth shall be stepped back to give suitable slope, or security held by timber bracing, so as to avoid the danger of side collapsing. Excavated materials shall not be placed within 1.3 meters of edge of trench or half of depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

33. DEMOLITION:

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

- a) All roads and open areas adjacent to the work site shall be either be closed or suitably protected.
- h) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger do persons employed from risk or Tire or explosion or hooding. No floor, roof or other part of a

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

building shall be so overloaded with debris of materials as to render it unsafe.

34. SCOPE OF RATES FOR DIFFERENT ITEMS OF WORKS :

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

The item rates quoted by the contractor shall unless otherwise specified also include compliance with supply of the following.

- i) General works such as setting out, clearance of site before setting out and clearance of works after completion,
- ii) A detailed programme for the construction and completion of the works (using CPM/PERT techniques) giving in addition to the construction activities detailed network activities for the submission and approval of materials, procurement of critical material and equipments, fabrication of special products / equipments and their installation and testing and for all activities of the employer that are likely to effect the progress of work, etc including updating of all such activities on the basis of the decisions taken at the periodic site review meeting or a directed by the Engineer.
- iii) Samples of various materials proposed to be used of the work for conducting tests thereon required as per the provision of the contract.

- iv) Design of mixes as per the relevant clauses of the specifications giving proportions of ingredients sources of aggregates and binder along with - accompanying trial mixes as per the relevant clauses of these specifications to be submitted to the Engineer for his approval before use of the works.
- v) Detailed design calculations and drawing for all Temporary works (such as form work, staging centering specialised constructional handling and launching equipment and the like.)
- vi) Detailed drawings for templates, support and end anchorage, details for pre-stressing cable profiles, bar bending and cutting schedules for reinforcement, material lists for fabrication of structural steel etc.
- vii) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provision of the specifications.
- viii) Testing of various finished items and materials including bitumen cement concrete bearing as required under these specifications and furnishing tests reports / certificates.
- ix) Inspection reports in respect of form work, staging reinforcement and other items of work as the relevant specifications.
- x) Any other data which may be required as per these specifications or the conditions of contract or any other annexure / schedule forming part of the contract.
- xi) Any other item of work which is not specifically provided in the bill of quantities but which is necessary for complying with provisions of the contract and
- xii) All temporary works and false work.

Portion of road works beyond the limits and or any other work may be got. constructed by the Employer directly through other agencies. Accordingly, other

(57)

agencies employed by the employer may be working in the vicinity of the work being executed by the contractor. The contractor shall liaise with such agencies and adjust his construction programme for the completion of work accordingly and no claim or compensation due to any reason whatsoever will be entertained on this account.

The employer will be indemnified by the contractor for any claims from other agencies on the account.

xiii) All prevailing taxes levied by Government and as amended from time to time.

35. PAYMENTS:

The contractor must understand clearly that the rates quoted are for a 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 cover the cost of night work if and when required and no claim for additional payments beyond the prices or rates quoted will be entertained.

The mode of measurements has been indicated in the specification. If there is any INDAPURguity or doubt in this respect, the decision of Superintending Engineer will be final.

a. RUNNING BILLS

Two payments in a month will be granted by the Engineer in charge if the progress is satisfactory. Contractor should submit bills to the Engineer in charge in appropriate forms. The payments for the work done will be made as and when the funds are available under this head and no claim whatsoever from agency on account of delay in payment will be entertained by department.

b. FINAL BILLS

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

The contractor should submit final bill within one month after completion of the work and the bill will be paid within 5 months if it is in order. Disputed item and claims if any shall be excluded from the final bill and settled separately later on.

36. CLAIMS:

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

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

37 PRIORITIES OF WORKS TO BE EXECUTED:

Priorities for items to be executed shall be determined periodically keeping in view the final time limit allowed for the work and the entire time schedule fixed for intermediate stages of work.

38. WAGES ACT:

The contractor shall comply with the provisions of payment of wages Act 1936. Minimum wages Act 3948, Employee Liability Act 1937, Workmen Compensation Act 1923. Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contractor Labour (R & A) Act 1970, Migrant workman (Regulation Employment and conditions of service act 1979) or modifications thereof or any other law relating thereto and rules made there under from time to time by Government.

39. DISPUTE AND ARBITRATION :

No Arbitration is allowed.

40 ELECTRIC POWER :

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

Arrangement for obtaining Electric power connection will have to be made by the contractor at his own cost.

41. PRELIMINARY ARRANGEMENTS :

The contractor shall have to make at his own cost all preliminary arrangements for labour, water, electricity and materials etc. immediately after getting the work order. No claim for any extra payment or application for extension of time on the grounds of any difficulty in connection with the above matter will be entertained,

The contractor shall at his own expenses engage watchmen for guarding the materials and plants and machinery and the work during day and night against any pilferage or damages and also for prohibiting trespassers or damages to them.

The contractor shall have to make his own arrangements for water required for any purpose on the work.

The contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Department and all plants and machinery, equipment, tools etc. belonging to him within one month from the date of completion of work or otherwise the same shall be removed by the Department at his cost and the contractor shall not be entitled for payment of any compensation for the same.

42. ACCIDENT ;

In the event of an accident involving serious injuries or damages to human life or death of any of his employees and or labourers or trespassers, the same shall be reported within 24 hours of the occurrence to the SARPANCH / GRAMSEVAK and the Commissioner of workmen's Compensation.

43. PLANT :

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(60)

All constructional plants provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction of this work and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from the part of the site to another or for repairs etc.) without the consent in writing of the Engineer in charge which shall not be unreasonably withheld.

44. PUBLIC UTILITIES :

In addition to clause 110 of MOST (R\V) specification for Road and Bridges works (Second Revision) 1988 following should be added para.110.6

Public Utility services like H.T. lines, telephone line, etc. which are visible at site should be taken notice of by the contractor while planning their works. It shall be the contractor's responsibility to inspect such services prior to the commencement of any work.

While executing the works, the contractor should take care to see that these services are not disturbed or damaged during the execution.

The Government will not be held liable or responsible for any delay in completion of the job under this contract which may occur due to any damage occurred to such services in consequence of the contractor's operation of delayed completion of the execution for the same.

45. DRAWINGS:

A. CONTRACT DRAWING

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(61)

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

B. COMPLETION DRAWINGS :

The contractor shall submit to the Engineer within two month of actual completion "completion" drawings as specified below and operation and maintenance instructions for the whole of the work.

These drawings shall be accurate and correct in all respect and shall be shown to and approved by the Engineer earlier. For "completion" drawings two prints and one polyester film of quality approved by the Engineer or his representative shall be supplied.

46. HANDING OVER OF WORK:

All the work and materials before finally taken over by Government will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the SARPANCH / GRAMSEVAK or his authorised representative will be always in writing, copies of which will go to the

SARPANCH / GRAMSEVAK or his authorised representative and the contractor. It is, however, understood that before taking over such work, Government will not put it into regular use as distinct from casual or incidental one except as specifically mentioned elsewhere in this contract or as mutually agreed to.

47. RELATION WITH PUBLIC AUTHORITIES :

The contractor shall comply with all rules, regulations, byelaws and directions given from time to time by any local or public authority in

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

connection with this work and shall himself pay fees or charges which are leviable on him without any extra cost to the Department.

48. DOCUMENTATION :

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

49. CLAUSES IN THE CONDITIONS OF CONTRACT :

- a. All materials and workmanship shall be of the respective type described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time such tests as the Engineer may direct at the place of manufacture or fabrication, or on the site. All samples shall be supplied by the Contractor.
- b. No work is to be covered up or put out of view without the approval of the Engineer for his examination and measurements.
- c. During the progress of the works, the Engineer shall have the power to order, the removal from the site any unsuitable material, substitution of proper and suitable material and the removal and proper re-erection notwithstanding any previous test or interim payment there for and of any work which in respect of materials or workmanship is not, in the opinion of the Engineer in accordance with the contract.

50. INSPECTION OF OPERATIONS :

The Engineer and any person authorised by him shall be all times have access to the works and to all workshop and places (including required documents) where work is being prepared or from where materials,

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

manufactured articles or machinery are being obtained for the work and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

51. Contractor's Facilities :

According to the contract, the contractor is responsible for the quality of the entire construction. To meet this requirement.

- a) The contractor shall set up his own laboratory at location(s) approved by the Engineer. The laboratory shall be equipped with modern and efficient equipment with sufficient standbys, suitable to carry out the tests prescribed for different materials and work according to the specifications. The cost of equipment to be procured and the facilities to be provided shall be got approved by the Engineer. The equipment shall be mentioned in a workable condition to the satisfaction of the Engineer.
- b) Sampling and testing procedures shall be in accordance with the relevant standards of BIS (Previously called ISI) or IRC. Frequency of testing shall be laid down in the Ministry's Specifications for Roads and Bridges work (2ⁿ Revision). In the absence of relevant Indian Standards, sampling and testing procedures shall be approved by the Engineer.
- c) The laboratory should be manned by a qualified materials Engineer assisted by Material Inspector / Technicians, and the set up should be got approved by the Engineer.
- d) The contractor should prepare printed Performa for recording readings and results of each type of test after getting the formats of the performance approved from the Engineer, He should keep a daily record of all the test conducted by him. Two copies of the test results should be submitted to the Engineer for his examination and approval, of which one copy will be returned to the contractor for being kept at site of work.
- e) The materials Engineer of the Contractor should keep close liaison with the Quality control unit of the Engineer and keep the latter informed of the

sampling and testing programme so that the Engineer's representative could be present during this activity, if considered necessary.

52 DAY TO DAY QUALITY CONTROL OPERATIONS :

The day to day controls to be exercised by the Contractor and the Engineer enumerated in the below paragraphs.

53. ALIGNMENT AND LEVEL, CONTROL:

- a)** The contractor should locate the center line of the building from the pegs, pillars or reference points fixed during the location survey and from the information furnished in the Contract drawings. Any discrepancy between the reference points on the ground and those on the drawings should immediately be brought to the notice of the Engineer for reconciliation.
- b)** Based on the approved center line, the contractor should set up batter pegs {to delineate the limits of embankment / cutting and cleaning stacks (to determine limits of cleaning and grubbing)} and have these got checked and approved by the Engineer.
- c)** The contractor should check the reduced levels of bench marks set up along the alignment. Any discrepancy in the reduced levels of those at site and as indicated in the drawings should immediately be brought to the notice of the Engineer for reconciliation. The contractor should reestablish those bench marks which are found missing at site, and should establish additional bench marks as needed, for ensuring effective level control.
- d)** The contractor shall be responsible for the true and proper setting out of the works in relation to original survey points, lines and levels of reference given by the Engineer in writing. If at any time during the progress of the works, any error shall appear or arise in the position levels dimensions or alignment of any part of the work, the contractor on being required to do

so by the Engineer, shall at his own cost rectify the error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer.

- e) The Contractor shall carefully protect and prepare all bench marks, reference piling and pages used in setting out the works till final take over by the Engineer.

54. IN CASE OF CEMENT CONCRETE WORKS :

- I Besides manufacturer's certificate for quality of cement at least one set of physical and chemical tests should be conducted for each source of supply for verification. Where the quality is in doubt, or where the cement had been stored for long periods or in improper condition, the Engineer shall call for testing the cement at more frequent intervals without any extra cost to the Government.
- II) Job mix formula based on trials carried out in the contractor laboratory should be got approved by the Engineer.
- III) The mineral aggregates should be tested for their properties. Water to be used for mixing should be tested for chemical impurities.
- IV) Checking for stability and sturdiness of form work.
- V) Ensuring that the crucial equipment lime mixers and vibrators are in working order before start of work.
- VI) Control on water cement ratio.
- VII) Control on workability and time elapsed between mixing and placing of concrete.
- VIII) Control on compaction and finishing.
- IX) Testes on cubes samples at 7 to 28 days

X) Checks on provision for adequate curing.

54.1 In case of machinery work, control should be exercised on the quality of the materials (e.g. stone, brick, sand, cement etc.) as also on mortar proportion.

54.2 For R.C.C. work, quality of steel in each batch may be approved on the basis of test certificate. The reinforcement layout should be checked for conformity with approved drawings and bar bending schedules. All laps should be checked for conformity with the specifications. The reinforcement should be free from oil and loose rust scale should be properly tide with binding wire.

QUALIFY ASSURANCE AND MAINTENANCE MANUAL

To ensure the specified quality of work which will also include necessary survey temporary works, etc. the contractor shall prepare a quality assurance plan and get the same approved from the Engineer in charge within one month from the date of work order. For this, the contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their qualifications, job descriptions defining the functions of reporting, supervising, inspecting and approving. The contractor shall also submit a list of tools, equipment and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and / or in the laboratory and monitoring. The contractor shall modify / supplement the organization chart and the list of machinery, equipment's etc. as per the directions of the Superintending Engineer and shall deploy personnel and equipment on the field as per the approved chart and the list respectively. The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specification. He will have to get these approved from the Engineer in charge. The quality of the work shall be properly documented through certificates, records, check-lists and log books of results etc. Such records shall be compiled from the beginning of the work and be continuously updated and supplemented and this will be the responsibility of the contractor. The forms should be got approved from the SARPANCH / GRAMSEVAK in charge.

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

CONTRACTOR**NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

Agreement

Form B-1

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

DEPARTMENT : **SARPANCH / GRAMSEVAK
GRAMPANCHYAT INDAPUR
TQ. WASHI DIST. DHARASHIV**

NAME OF WORK : **As per Tender Notice.**

GENERAL RULES AND DIRECTIONS FOR GUIDANCE OF CONTRACTORS.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the SARPANCH / GRAMSEVAK GRAMPANCHYAT INDAPUR TQ. WASHI DIST. DHARASHIV, and signed by the SARPANCH / GRAMSEVAK GRAMPANCHYAT INDAPUR TQ. WASHI DIST. DHARASHIV,

This form will state the work to be carried out as well as the dates for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any to be deducted from bills. Copies of the specifications, designs and drawings, and estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the SARPANCH / GRAMSEVAK for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer, during the office hours.

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

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(70)

- 2.1 The contractor shall submit original instruments/ receipts Term deposit receipt for a period of one year of any Nationalized or scheduled bank towards earnest money deposit and Demand draft towards tender fees in the names and amounts equal to the sum as *stated in tender notice*.
- 2.2 In the event of his tender being accepted, subject to the provision of sub clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of contract
- 2.3 If, after submitting the tender, the contractor withdraws his offer, or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government, hereunder or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.
- 2.4 In the event of his tender not being accepted, the amount of earnest money deposited by the contractor, shall unless it is prior thereto forfeited under the provisions of sub-class (iii) above, be refunded to him on his passing receipt therefore.
3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up **the details such as name of contractor, option above or below and the figure of percentage in two digit in the cells kept for the purpose in the excel file supplied by the tender inviting authority. A figure zero (0) shall be filled in appropriate cell in excel sheet if tenderer wants to quote his rate as estimated rate.** Tenders which propose any alteration in the works specified in the said form of invitation to tender, or in

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. No printed forms of tender shall include a tender for more than one work, but if contractor who wish to tender for two or more works, they shall submit a separate tender for each.

5. **The officers assigned for opening of tender** shall open tenders on date and time scheduled, in the presence of contractors who have submitted tenders or their representatives who prefer to remain present. The bids of only those tenderers, who have submitted the original instruments i.e. original bank receipts towards cost of tender fee and EMD to the tender inviting authority, will be considered for processing. In the event of a tender being accepted, the contractor shall, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected, the Divisional Officer shall authorize the treasury officer concerned to refund the amount of the earnest money deposited, to the contractor making the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose off the tenders 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 regards 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.
8. deleted
9. All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.

11. Every registered contractor should produce along with his certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry, (copies to be attested by Gazetted Officer.)
12. All correction and additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual method in use in the Public works Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is usual method in use Public Works 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 into contract and the value of the work that remains to be executed in each case on the date of submitting the tender.
15. Even tenderer shall furnish along with the 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 assessment and the assessment year.
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 execution of the work contracted for.
17. The contractor will have to construct shed for storing controlled and valuable materials brought by him at work site at contractors cost, having double locking arrangement. The materials will be taken for use in the presence of the department person. No materials will be allowed to be removed from the site of works
18. The contractor shall also give a list of machinery in their possession and which they purpose to use on the work in the form of statement No. 3

CONTRACTOR**NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

19. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition Act, 1970) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
20. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time if he fails to do so, his failure will be breach of the contract and the Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

TENDER FOR WORKS

* In figure as well as in words : I/we hereby tender for the execution, for the Governor of Maharashtra (here in before and hereinafter referred to as 'Government') of the work specified in the under written memorandum within the time specified in such memorandum at * _____ 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 specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

MEMORANDUM

- a) If several sub works are included they should be detailed in separate list. **1.a As per notice inviting tenders (NIT)**
- b) Estimated cost Rs. **b) As per NIT**
- c) The amount of earnest money to be deposited shall be in accordance with the provisions of para 206 and 207 of MPW manual **c) Earnest Money Rs. As per NIT**
- d) This deposit shall be in Accordance with para 213 and 214 of M.P.W. Manual. **d) Security deposit**
- | | | |
|--------------|---|-------------------------------------|
| i | D.D. (not less than the amount Of earnest money | 2 % at the time of agreement |
| ii | To be deducted from current bill | 3 % |
| <hr/> | | |
| Total | | 5%of estimated cost |
- e) This percentage where No security deposit is taken will vary from 5% to 10% according to the requirements of the case where security deposit is taken see note to Clause 1 of conditions Of contract **e) Percentage, if any to be deducted from bill so as to make up the total amount required as security deposit by the time half the work, as measured by the costs is done. __**
- f) Give schedule where necessary showing dates By which the various items are to be completed. **f) Time allowed for the work from date of written order to commence. *six months* (Excluding Monsoon season)**

CONTRACTOR**NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

- 2 I/we agree that the offer shall remain open for acceptance for a minimum period of **90 (Ninety) days** from the date fixed for opening the financial cover and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post acknowledgement due or otherwise delivered at the office of such authority.

Termdeposit

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

- 3 I/we have secured exemption from payment of earnest money after executing the necessary bond in favour of the Government

(76)

a true copy of which is (exemption certificate with bond) enclosed herewith, Should any occasion for feature of earnest money for this work arise due to failure on my/ our part to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the limit laid down in clause (1) of the annexed general conditions of the contract the amount payable by me/us may at the option of Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other money which are due or payable to me/us by the Government under any other contract or transaction of any nature whatsoever or otherwise.

- 4 Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

++ Amount to be specified in words and figures.

Receipt No. _____ dated _____ from the Government Treasury of Sub Treasury at

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(77)

_____ in respect of the sum of Rs.

++ /- is herewith forwarded

representing the earnest money

Strike out (a) if no cash
Security deposit is to be
taken

(a) the full value of which is to be absolutely
forfeited to Government should I/We not
deposit the full amount of security deposit
specified in the above memorandum, in
accordance clause 1 (A) of the said
conditions, otherwise the said sum of Rs.
_____ shall be refunded.

Signature of Contractor before Submission
of Tender

Contractor

Address

Dated _____ day of _____

Signature of witness to
Contractors signature

(Witness)
Address
(Occupation)

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

Signature of officer

SARPANCH / GRAMSEVAK
GRAMPANCHYAT INDAPUR
TQ. WASHI DIST. DHARASHIV

By whom accepted

(or his authorized Assistant)

Dated _____ day of _____

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

:- CONDITIONS OF CONTRACT:-**Security
Deposit**

Clause 1: The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within **10** days (which may be extended by the SARPANCH / GRAMSEVAK / Superintending Engineer or the Chief Engineer concerned up to one month/two months/ three months respectively if the SARPANCH / GRAMSEVAK / Superintending Engineer / Chief Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the SARPANCH / GRAMSEVAK in cash or Government securities endorsed to the SARPANCH / INDAPUR (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will amount to **Five percent** of all money so payable such deductions to be held by Government by way of security deposit) provided always that in the event of the contractor depositing lump sum by way of security deposit as contemplated at (a) above than in such case, if the sum so deposited shall not amount

CONTRACTOR**NO. OF CORRECTIONS****SARPANCH / GRAMSEVAK**

(79)

to **Five percent** of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of **Five percent** by deducting the sufficient sum from every such payment as last

aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to the Government under the terms of his contract may be

deducted from, or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within 10 days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (a) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(80)

lodged by a contractor shall be refunded along with the payment of the final bill, if the date up to which the contractor has agreed to maintain the work in good order is over. If such date is not over, only **50%** amount of security deposit shall be refunded along with the payment of the final bill. The amount of the security deposit retained by the Government shall be released after expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, then, subject to provisions of clauses 17 and 20 hereof the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the department on rectification work.

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

**Compensation
work as for delay**

Clause 2 : The time allowed for carrying out the entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one 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 work as shown by the tenderer for every day that the work remains uncompleted, or unfinished

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(81)

after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one months to complete. The contractor should complete the work as per phase period given below.

¼ of the work in ¼ of the time

½ of the work in ½ of the time

¾ of the work in ¾ of the time

Full work will be completed in **03 MONTHS** (Excluding monsoon season)

Note:-

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provision of this clause shall not exceed 10% of the estimated cost of the whole work as shown in the tender.

**Action when
Whole of security
deposit is
forfeited**

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(82)

as he may deem best suited to the interest of Government.

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(83)

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

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view of the execution of the work or the performance of the contract.

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

Clause 4 :- If the progress of any particular portion of the work is unsatisfactory, the SARPANCH / GRAMSEVAK shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Contractor remain liable to pay compensation if action not taken under clause 3&4

Clause 5 :- In any case in which any of the powers conferred upon the SARPANCH / GRAMSEVAK by clauses 3 & 4 hereof shall have become exercisable and the same shall not have been exercised, the non exercise there of shall not constitute a waiver of any of the conditions hereof such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future

Power to take possession of or sell contractor's

compensation shall remain unaffected. In the event of the SARPANCH / GRAMSEVAK taking action under sub clause (a) (c) of clause 3, he may if he so desires take, possession of ***plant*** all or any tools and plant, materials and stores, in or upon

the works or the site thereof or belonging to the contractor, of procured by him and intended to be used for the execution of

(85)

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 SARPANCH / GRAMSEVAK whose certificate thereof shall be final. In the alternative, the SARPANCH / GRAMSEVAK may, after giving notice in writing to the contractor or his clerk of the work foremen or other authorized agent require him to remove such tools and plant, materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the SARPANCH / GRAMSEVAK may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the SARPANCH / GRAMSEVAK as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

***Extension of
time***

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

Final certificate

Clause 7 :- On the completion of the work contractor shall be furnished with a certificate by SARPANCH / GRAMSEVAK (hereinafter called the Engineer in charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, 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 executing the work, nor until the work shall have been measured by the Engineer in charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer in charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as the removal or scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the work the Engineer in charge may at the expense of the contractors, remove such scaffolding , surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Payment of intermediate certificate to be regarded as advances

Clause 8 :- No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works

(87)

estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill there for be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payment for work actually done and completed and shall not preclude the Engineer in charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contractor any part thereof in any respect or the occurring of any claim, nor shall it conclude, determine or affect in any other way the powers of the Engineer in charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer in charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer in charge

Clause 9 :- The rates for several items of work estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of

C

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(88)

the work are not accepted as so completed, the Engineer in charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bills to be submitted monthly

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

Bills to be on the printed forms

Clause 11 :- The contractor shall submit all bills on printed forms to be had on application at the office of 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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(89)

provided for in the tender at the rates hereinafter provided for such work.

***Store supplied by
Government***

Clause 12 :- If the specification or estimate of the work provide for the use of any special description of materials to be supplied from the store of the Department or if it is required that the contractor shall use the certain store to be provided by the Engineer in charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contract but not so as in any way to control the meaning or effect of this contract specified in the schedule of 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 purposes of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit or the proceeds of sale there of if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work and shall at all times be open to inspection by the Engineer in charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Departmental store, if the Engineer in charge so requires by notice in

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(90)

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

Works to be executed in accordance with specification, drawing, orders etc.

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

Alteration in specifications and designs not to invalidate contracts

Clause 14 :- The Engineer in charge shall have power to make any alternation in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction in this

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(91)

connection which may be given to him in writing signed by the Engineer in charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of the rates of the division or the rate mutually agreed upon between the Engineer in charge and the contractor whichever are lower.

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

If the additional or altered work for which no the rate is entered in the schedule of the rate of the division, is ordered to be carried out before the rates or agreed upon then the contractor shall within 7 days of the receipt by him of the order to carry out the work, informed the Engineer in charge of the rate which it is his intention to charge for such class of work, and if the Engineer in charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may considered advisable provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determine lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the determination of the rate as aforesaid according to such rates as shall be fixed by the Engineer in charge, in the

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(92)

event of the dispute, the decision of the Executive Engineer, of the Department will be final.

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

***Extension of time
in consequence of
additions or
Alterations***

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

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

Clause 15 :- 1) If at any time after the execution of the contract documents, the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the Government is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could have been safely

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(93)

stopped or suspended shall be final and conclusive against the contractor.

The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension stoppage or curtailment except to the extent specified hereinafter.

2) Where the total suspension of work ordered as aforesaid continued for continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of the such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause(3). Where the Engineer requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(94)

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 or such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

4) In the event of

- (a) Any total stoppage of work on notice from the Engineer under sub clause (i) in that behalf,
- (b) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 90 days
- (c) Curtailment in the quantity of item or item originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs or instructions under clause 14(i) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the items specified in the tender is more than Rs.5000/-

It shall be open to the contractor within 90 days from the service of (i) the notice of stoppage of work, or (ii) the notice of withdrawal from the contractual obligation under the contract on account of the continued suspension of work or (iii) a notice under clause 14

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(95)

resulting is such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

No claim to compensation on account of loss due to delay in supply of materials by Government,

Clause 15 (A) : The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule "A" where such delay is caused by (i) Difficulties relating to the supply of railway wagons (ii) Force measure (iii) Act of God (iv) Act of enemies of the slate or any other reasonable cause beyond control of Government In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the SARPANCH / GRAMSEVAK to be reasonable in accordance with circumstances of the case. The decision of the SARPANCH / GRAMSEVAK as to the extension of time shall be accepted as final by the contractor.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

***Time limit for
unforeseen claims***

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

***Action and
compensation payable
in case of bad work.***

Clause 17:- If at any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer in charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with contract it shall be lawful for the Engineer in charge to intimate this fact in writing to the contractor, and then notwithstanding the fact, that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer in charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the, failure so continues and in case of any such failure the Engineer in charge may

(97)

rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer in charge consider that any such inferior work of material as described above may be accepted or made use of it shall be within his desecration to accept the same at such reduced rates as he may fix therefore.

Work to be open to inspection

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

Contractor or responsible agent to be present

Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Notice to be given before work is covered up

Clause 19:- The contractor shall give not less than five days notice in writing to the Engineer in charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer in

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(98)

charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable for damage done and for imperfection

Clause 20 :- If during the period of **Twenty Four months** from the date of completion as certified by the Engineer in charge pursuant to clause No. 7 of the contract or **TWENTY SEVEN** months after commissioning the work, whichever is earlier in the opinion 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 Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the 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 SARPANCH / GRAMSEVAK get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Government. The amount of such costs charges and

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(99)

expenses sustained or incurred by the Government of which the certificate of the SARPANCH / GRAMSEVAK shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government the same may be recovered from the contractor as arrears of land revenue.

The Government shall also be entitled to deduct the same from any amount which may then be payable or which may there after become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.

***Contractor to supply
plant, ladders,
scaffolding etc.***

Clause 21 :- The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract, be supplied from the P. W. Departments store) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite which may required for the proper execution of the work, whether, in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement, of the Engineer in charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(100)

persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer in charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with consent of the contractor be paid for compromising any claim by any such person.

And is liable for damages arising from non provision of light fencing etc.

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

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffolds shall not be constructed, taken down, or substantially altered except,
 - i) Under the supervision of a competent and responsible person, and
 - ii) As far as possible by competent workers possessing adequate experience in this kind of

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

work.

- c) All scaffolds and appliances connected therewith and ladders shall
 - i) be of sound material.
 - ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - iii) be maintained in proper condition.
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

- e) Scaffolds shall not be over loaded and so far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a .competent person.
- h. Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
 - i) Working platform, gangways, stairways shall
 - i. Be so constructed that no part thereof can sag unduly or unequally.
 - ii. Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
 - iii. Be kept free from any unnecessary obstruction.
 - j) In the case of working platform, gangways, working places and stairways at height exceeding 3.00 meters

(102)

1. Every working platform and every gangway shall be closely boarded unless other adequate measures taken to ensure safety.
- ii. Every working platform and gangway shall have adequate width and
- iii. Every working platform, gangway, working place and stairway shall be suitably fenced.
- k) Every openings in the floor of a building or in working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material
- l) When persons are employed on a roof where there is a danger of falling from a height exceeding 3.00 m suitable precautions shall be taken to prevent the fall of persons or material.
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platform and other working places.
- o) The contractor(s) will have to make payments to Labourares as per Minimum Wages Act.

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

- a) Hoisting machine and tackle, including their attachments, anchorages and 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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(103)

- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Government.
- d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f. No person who is below the age of 21 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.
- g. In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hosting 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 of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j. No part of any hosting machine or of any gear referred to in regulation (h) above shall be loaded beyond the safe working load except for the purpose of testing.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

- k. Motors, gearing transmissions, electric wiring and other dangerous parts of hosting appliance shall be provided with efficient safeguards.
- l. Hosting appliances shall be provided with such means as will reduce to a minimum and the risk of the accidental descent of the load.
- m. Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Measure for prevention of fire

Clause 22:- The contractor shall not set fire to any standing jungle, trees, brush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut or dug up trees brush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding properly. The contractor shall make his own arrangements for drinking water for the Labour employed by him.

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

Clause 23:- Compensation for all damages done intentionally or unintentionally by contractor's Labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be the estimated by the Engineer in charge or such other officer as he may appoint and the estimates of the Engineer in charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay amount of the assessed compensation on demand, failing

which, the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer in charge from any sums that may be due or become due from Government to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labours

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

Work on Sunday

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

Work not to be sublet

Clause 26 :- The contract shall not be assigned or sublet without the written approval of the Engineer in charge. And if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated 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 be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person

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

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 and shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall insure as if the contract had been rescinded under clause 3 Thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

Changes in the constitution of firm to be notified

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

Direction and control of Superintending Engineer

Clause 29:- All work 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 to time carried on.

Direction and control of Superintending Engineer

Clause 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

(107)

the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications designs, drawing and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right matter, or things whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or other conditions or otherwise concerning the works, or the execution, or failure to executed the same, whether arising during the progress or the work or after the completion or abandonment thereof.

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

- a) The accepted value of the contract exceeds Rs.10.00 lakhs (Rs. Ten lakhs)
- b) Amount of claim is not less than Rs.1.00 lakh (Rs. One lakh)

Clause 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 who if convinced that prima-facie the contractors claim rejected by Superintending Engineer / Chief Engineer is not frivolous

and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the standing committee, shall put up to the

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(108)

standing committee at Government level for suitable decision.

Stores of European or American manufacture to be obtained from Government

Clause .31:- The contractor shall obtain from the Public Works Departmental stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefore or in connection therewith unless he has obtained permission in writing from the Engineer in charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer in charge will be debited to the contractor in his account at the rates shown in the schedule, in form 'A' attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump - sums in Estimate.

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(109)

with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specifications

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

Definition of work

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

Contractors percentage whether applied to net or gross amount of bill

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

Quarry fees and royalties

Clause 36 :- All quarry fees, royalties octroi dues and ground rent for stocking materials, if any, shall be paid by the contractor. Directly to revenue department failing to which the amount of royalty charges shall be deducted through bills and no claims shall be entertained on this ground

Compensation under workmen's compensation Act

Clause 37:- The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable / paid

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(110)

by Government as principal under sub/section (i) of section 12 of the said Act. On behalf of the contractor, it shall be recoverable by Government from the contractor under subsection (2) of the said section such compensation shall be recovered in the manner laid down in clause 1 above.

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

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

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

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(111)

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

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

Claim for quantities entered in the tender or estimates.

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

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(112)

tenders were invited (for the purpose of operation of this clause, this cost shall be taken as arrived at as

Rs. _____

3) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 1 5 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is **more** than **Rs. 5000/-**

*Employment of famine labour etc.
Claim for*

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

Compensation for delay in starting the work

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

Claim for compensation for delay in the execution of work

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

Entering upon or commencing any portion of work

Clause 42 :- The contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer in charge or of his subordinate in charge of the work. Failing such authority the

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

Minimum age of persons employed, the employment of

(113)

contractor shall have no claim to ask for measurements of or payments for work..

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

ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least 7.5 centimeter (3 inches) wide and should be of tape (Nawar),

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

iv) The Engineer in charge or his Agent is 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 fair and reasonable wages to the workmen employed by him in the contract undertaken by him. in the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the SARPANCH / INDAPUR who shall decide the same. The decision of the SARPANCH / INDAPUR shall be

conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

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

***Method of
payment***

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

***Acceptance of
condition compulsory
before tendering for
work***

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

***Employment of
Scarcity labour***

Clause 46 :- If Government declares a state of scarcity or famine to exist in any village situated within 16 km 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 SARPANCH / INDAPUR may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the SARPANCH / INDAPUR and Executive Engineer Works Dharashiv whose decision shall be final and binding on the Contractor.

Clause 47 :- The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under Hoarding and profiteering Ordinance, 1943 as amended from time to time, If the price as quoted exceeds the controlled price or the price permissible under Hoarding

(115)

and Profiteering prevention Ordinance, the contractor will specifically mention this fact in his tender along with reasons for quoting such higher prices.

The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 47 (A) :- The tendered rates are inclusive of all taxes, rates and cesses and are also inclusive of the tax livable in respect of sale by transfer of property in goods involved in the excavation of a work contract under the provision of Rule 58 of Maharashtra Value Added Tax Act 2005, for the purpose of levy of Tax.

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

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

Clause 49JA) :- Contractor should note that recovery at panel rates of twice the issue rates will be effected if the contractor do not return surplus material and the Sales tax and general tax will be recovered from them.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

Clause 50 :- The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department scheme. Provided, however, that if the required unskilled labours are not available locally, the contractor shall in the first instance employ such numbers of persons as is available and thereafter may with previous permission, in writing of the SARPANCH / INDAPUR in charge of the said work, obtain the rest of the requirement of unskilled labour from out side the above scheme.

Wages to be paid to the skilled and unskilled labourers engaged by the contractor.

Clause 51 :- The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act 1948, applicable to the area in which the work of the contractor is located. The contractor shall comply with the provisions of the apprentices Act - 1961 and the rules and order's issued there under from time to time, if he fails to do so, his failures will be a breach of the contract and the Superintending Engineer may in his discretion, cancel the contract. The contractor shall

also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act. The contractor shall pay the labourers skilled and unskilled according to wages prescribed by minimum Wages Act applicable to the area in which the lies.

Clause 52:- All amounts whatsoever which the contractor is liable to pay to Government in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied / issued hereunder by the Government to the contractor (ii) hire

(117)

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 advances have been given by the Government to the contractor shall be deemed to be arrears of Land Revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of land revenue.

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

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(118)

Clause 54 :- The contractor shall engage apprentices such as bricks layers, carpenters, wire man , plumbers as well as black smith as recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talao, Mumbai - 1 on the Construction work.

Conditions for Malaria Eradication

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

B) Contractor shall see that monqutogenic conditions are not created so as to keep vector population to minimum level.

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

D) In case of default in earring out prescribed anti malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Government the amount spent by Government on anti malaria measures to control the situation in addition to fine.

E) Relation with public authorities :

The contractor shall make sufficient agreement for draining away the sewage water as well as water coming from the bathing and washing places and shall dispose of this water in such away as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulations, bylaws and direction given from time to time by any local or public authority in connection with this work

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(119)

and shall pay fees or charges which are livable on him without any extra cost to Government.

Clause- 56 : Contractors shall take out necessary insurance policy/policies so as to provide adequate insurance cover for execution of the awarded contract work from the " Directors for insurance, Maharashtra State, Mumbai , 400 051" only its postal address for correspondence is "264 MHADA, , Opp. Kalanagar, Bandra (E), Mumbai, 400 051, (Tel. No. 2643803) (Fax No. 26438461/26438690)" Insurance policy/ policies taken out from any other company will not be accepted. However, if the contractor desire to effect insurance with the local office of any insurance company, the same should be under Co-Insurance cum servicing arrangements provides by the Directors on Insurance. The policy taken out by the contractors is not on co-insurance basis. (GPF 60% and insurance company 40%) the same will not be accepted and the amount of premium calculated by the Director of insurance will be recovered directly from the amount payable to the contractors for the executed contract work which may be noted.

Clause- 57 : "The building and other construction workers (Regulation of employment and conditions of service) Act 1996 and the cess of 1996: The labour walfare tax will be recovered from the successful tenderer as per the rule in force from the running bills payable to the contractor.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

**ADDITIONAL CONDITIONS FOR MATERIALS
(CEMENT, M.S., BARS H.Y.S.D./T.M.T. BARS, ETC.)
BROUGHT BY CONTRACTOR,**

1. All materials as cement, Mild Steel, HYSD Bars, Bulk Asphalt etc. required for execution of work shall be brought by Contractor at his own cost.
2. The Contractor shall maintain the record of these materials (Cement, Steel Bulk Asphalt etc.) in the prescribed proforma and registers, air-directed by Engineer-In-Charge. The samples of prescribed pro forma is attached at the end. These registers shall be signed by both contractors and representative of Engineer-In-Charge. These registers shall be made available for inspection, verification for the department as and when required. These registers shall be in the custody of department and shall be maintained by the department.
3. The material required only for this work shall be kept in the godown at site. No material shall be shifted out side the godown except for the work for which this agreement is entered without prior approval of the Engineer-in-charge.
4. The material i.e. cement, steel, Bulk Asphalt etc. brought on the work site shall be accompanied with the necessary Company/Manufacturing firm's test certificates. In addition these material shall be tested as per frequency prescribed by the Department and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then, and then only the material shall be allowed to, be used on the work. If the test results are not as per standards, these material shall be immediately removed from the work site at contractor's cost. In case of cement, if so requested by the contractor in writing, material will be allowed to be used before receipt of the test results but this will be entirely at the risk and cost of the contractor.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(121)

5. The contractor produce sufficient documentary evidence i.e. bill for the purchase, octroi receipts etc. For the purchase of material brought on the work site at once if so requested by the Department.
6. All these material i.e. cement, steel, Bulk Asphalt etc. shall be protected from any damages, rains etc. by the contractor at his own cost.
7. The Contractor will have to erect temporary shed of approved specifications for storing of above materials at work site at contractor's cost having double lock arrangement (by double lock it is mean! that godown shall always be locked by two locks, one lock being owned and operated by contractor and other by Engineer-in-charge or his authorised representative and the door shall be open able only after both locks are opened.)
8. If required, the weighment of cement bags/steel Bulk Asphalt etc, brought by the contractor shall be carried out by the contractor at his own cost.
9. The contractor shall not use cement and other material for the item to be executed out side the scope of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer-in-charge.
10. The Government shall not be responsible for the loss in cement and steel etc. during transit to work site. The cement brought by the contractor at the work site store shall mean 50 kg., equivalent to 0.03467 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary/controlled concrete, if cement is found short, the shortage/shortages will be made good by the contractor at his cost.

11. Indemnity.

The condition regarding indemnity as defined in ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS in Sr. No. 4 will apply mutates in case of material brought by contractor at the site of the execution of the work being executed under this contract.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

12. In case the materials brought by the contractor become surplus owing to the change in the design of the work, the material should be taken back by the contractor at his own cost after prior permission of Engineer-in-charge.
13. All Empty bags shall be the property of contractor and the same shall be removed immediately after completion of work.

GUARANTEE BOND FOR SECURITY DEPOSIT (REVISED)

(On Stamp paper worth Rupees 500/-)

In consideration of the Governor of Maharashtra (hereinafter referred to as "the Governor") having agreed to exempt ___(hereinafter referred to as "the contractor") from depositing with the Government in cash the sum of Rs. ___ (Rupees ___ only) being the amount of Security deposit payable by the Contractor to the Government under the terms and conditions of the agreement dated the ___ day of ___ and made between the Government of the one part and the contractor of the other part (hereinafter referred to as "the said agreement") for ___ as security for the observance and performance by the contractor of the terms and conditions of the prescribed form of a Schedule Bank in fact these present in the like sum of Rs. ___ (Rupees ___ only) we ___ Bank / Limited registered in India under ___ Act and having one of our Local Head office at ___ do hereby.

I Guarantee to the Government.

- a)** Due performance by the Contractor of the terms covenants and condition on the pan of the contractor contained in the said Agreement and
- b)** Due and punctual payment by the contractor to the Government of all sums of money, losses, damages, costs,

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(123)

charges, penalties and expenses payable to the Government by the contractor under or in respect of the said Agreement.

- i* Undertakes to pay to the Government on demand and without demur and notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding filed in any court or Tribunal relating thereto the said sum of Rs. ____ (Rupees ____ only) or such less of sum as may be demanded by the Government from us our liability herein under absolute and unequivocal and agree that.

The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said agreement have been fully properly carried out by the contractor.

- a* We shall not discharged or released from the liability under this Guarantee by reasons of.
- I* Any change in the constitution of the Bank or the Contractor
- ii* Any arrangement entered into between Government and the contractor with or without our consent.
- I* Any forbearance shown to the contractor.
- ii* Any variation in to terms covenants or conditions contained in the said agreement.
- iii* any time given to the contractor

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(124)

- iv** any other conditions or circumstances under which in law a surety would be discharged.

- b** Our liability hereunder shall be joint and several with that of the contractor as if we were Principal debtors in respect of the said Sum of Rs. _____ (Rupees _____ only) And

- c** We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government

IN WITNESS WHEREOF the Common seal of ____ has been here unto affixed this ____ day of ____ 19____ .

The common seal of ____ was pursuant to the resolution of the Board of Directors of the company dated the ____ day of ____ herein affixed in the presence of who in token thereof, have hereto set their respective hands in the presence of

1 _____

2 _____

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

SCHEDULE - A

SCHEDULE - B

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(126)

SCHEDULE - C

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

SCHEDULE -A**Name of work: As per NIT**

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

Sr. No.	Particulars	Quantity	Rates in Figure	Unit	Rate in words	Place of Delivery
1	2	3	4	5	6	7
			NIL			

All Material brought by contractor at his own cost.

Note :- Conditions for materials to be brought by contractor attached separately.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

(128)

SCHEDULE -B and SCHEDULE-C

Attached Separately in excel file named as BOQ

DRAWINGS

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK

DRAWINGS:

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

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

DOCUMENTATION:

If so ordered by the Engineer in charge, the contractor will prepare drawings of the work at constructed and will supply original and three copies to the Engineer who will verify and certify these drawings.

Final as constructed drawings shall then be prepared by the contractor and applied in triplicate along with a micro film of the same to the Engineer for record and reference purpose at the contractor cost.

CONTRACTOR

NO. OF CORRECTIONS

SARPANCH / GRAMSEVAK