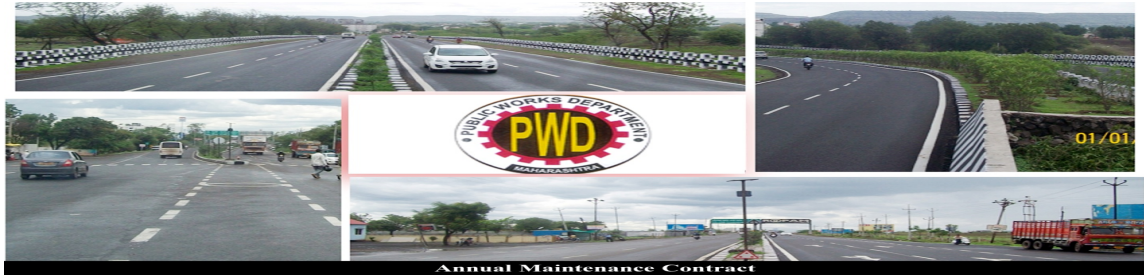




GOVERNMENT OF MAHARASHTRA

PUBLIC WORKS DEPARTMENT PUBLIC WORKS REGION, NASHIK PUBLIC WORKS CIRCLE, NASHIK



STANDARD BIDDING DOCUMENT PROCUREMENT OF CIVIL WORKS COMPLETE BIDDING DOCUMENT

NAME OF WORK : Improvement of Road Ambedkar Nagar, Goverdhan, Jalalpur, Mahadev Nagar, Fravashi International School (Old Girnare Road) Tamata Market Girnare, Naikwadi Sadgaon, Valdhamet Road MDR-208 Km. 8/500 to 20/00, Tal. and Dist. Nashik

BID VALUE :- Rs. 19,71,39,390.00

E.M.D./Bid Security VALUE :- Rs. 9,86,000.00

E-Tender Notice No. 05 for 2025-26 Work No. 01

E-Tender I D No. 2026_PWR_....._

**EXECUTIVE ENGINEER,
PUBLIC WORKS DIVISION, NASHIK**

PUBLIC WORKS DEPARTMENT

Contractor**No.of Corrections****Executive Engineer**

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग नाशिक
ई-निविदा सूचना क्र.५ सन २०२६-२७ (ऑन लाईन)

महाराष्ट्र राज्याच्या राज्यपालांच्या वतीने कार्यकारी अभियंता सा.बा विभाग नाशिक दुरध्वनी क्र.०२५३/२५८३७६१-६४, २५७५३२४ हे सा बां विभागाकडील नोंदणीकृत / अनोंदणीकृत सक्षम कंत्राटदार हा या निविदेतील अटी व शर्तीची पूर्तता करतील अशा कंत्राटदाराकडून अथवा आंतरराष्ट्रीय कंत्राटदार यांची उपकंपनी भारतीय असल्यास अशा कंत्राटदारांकडून अथवा भारतीय उपकंपन्याकडून खालील कामाच्या "ब-२" नमुन्यातील निविदा ई-निविदा प्रणालीव्दारे मागवित आहेत.

निविदा कागदपत्र शासनाच्या संकेतस्थळावर <https://mahatenders.gov.in> येथुन डाऊनलोड करण्यात यावी. तसेच निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता सा.बा विभाग नाशिक यांनी राखुन ठेवला आहे. अट असलेली निविदा स्विकारली जाणार नाही.

टिप :- वरील निविदा सुचनेत एकुण २ (दोन) (रु. २५.०० कोटी किंमतीपर्यंतचे) काम समाविष्ट असुन या निविदा सुचनेवरील संपुर्ण माहिती (तपशिल) खालील प्रमाणे संकेत स्थळांवर उपलब्ध करुन देण्यांत आलेली आहे.

- 1. www.mahapwd.gov.in**
- 2. <https://mahatenders.gov.in>**

कोऱ्या निविदा विक्री व बीड सबमिशन दिनांक व वेळ	१५.०५.२०२६	ते	२२.०५.२०२६	
	११:०५	पासून	१७:००	पर्यंत

- * कोरी ई-निविदेची किंमत (नापरतावा) व बयाणा रक्कम ऑनलाईन स्विकारली जाईल.
- * सर्व पात्र / इच्छुक निविदा करांनी निविदा पत्र डाऊनलोड करण्यासाठी व निविदा प्रक्रीयेत भाग घेण्यासाठी ई-निविदा प्रणालीच्या वेबसाईट <https://mahatenders.gov.in> या पोर्टवर एनरोल्ड करणे आवश्यक आहे.
- * कामाच्या करारनाम्यात पोस्ट-क्वालिफिकेशनचा क्रायटेरिया समाविष्ट केलेला आहे.
- * The information of E-Payment Gateway available on E-Tendering website <https://mahatenders.gov.in>

सर्व नोंदणीकृत / अनोंदणीकृत सक्षम कंत्राटदारांनी नोंद घ्यावी.

कार्यकारी अभियंता
सा.बां.विभाग नाशिक

**GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DIVISION, NASHIK
E-Tender Notice No.5 for 2026-27 (Online)**

Online E-Tenders in "**B-2**" **Form** for the following works invited by Executive Engineer, P.W.Division, Nashik Phone No. (0253/2583761-64, 2575324) for and on behalf of Governor of Maharashtra State From Capable of P.W.Deptt. Registered / Unregistered Contractor or International Contractor whose Sub company / branch in India and also complete terms and conditions mentioned in tender document.

Tender document download on our website <https://mahatenders.gov.in> Right of rejection of E-tender / cancellation of E-tender reserved by The Executive Engineer, P.W.Division, Nashik. *Conditional Tender will not be accepted.

Note :- Above mentioned E-Tender Notice including Total 2 (Two) (Costing Upto Rs.25.00 Cr.) Work And details of mentioned E-Tender Notice available on below website.

- 1. www.mahapwd.gov.in**
- 2. <https://mahatenders.gov.in>**

Tender Document Sale Start and End Date Time	15.05.2026		to	22.05.2026	
	From	11:05		Upto	17:00

- * Blank E-Tender form Fees (Non refundable) and EMD amount will be accepted Online only.
- * Post Qualification criteria condition included in tender document
- * All eligible/ intrested Contractors are required to be enrolled on portal <https://mahatenders.gov.in> before down loading tender documents and participate in e-tendering
- * The information of E-Payment Gateway available on E-Tendering website <https://mahatenders.gov.in>

Please Note this to all Registered / Unregistered Contractors.

**Executive Engineer
Public Works Division, Nashik**

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग नाशिक
ई-निविदा सूचना क्र.५ सन २०२६-२७ (ऑन लाईन)

महाराष्ट्र राज्याच्या राज्यपालांच्या वतीने कार्यकारी अभियंता सा.बा विभाग नाशिक दुरध्वनी क्र.०२५३/२५८३७६१-६४, २५७५३२४ हे सा बा विभागाकडील नोंदणीकृत / अनोंदणीकृत सक्षम कंत्राटदार हा या निविदेतील अटी व शर्तीची पुर्तता करतील अशा कंत्राटदाराकडून अथवा आंतरराष्ट्रीय कंत्राटदार यांची उपकंपनी भारतीय असल्यास अशा कंत्राटदाराकडून अथवा भारतीय उपकंपन्याकडून खालील कामाच्या "ब-२" नमुन्यातील निविदा ई-निविदा प्रणालीद्वारे मागवित आहेत.

निविदा कागदपत्र शासनाच्या संकेतस्थळावर <https://mahatenders.gov.in> येथून डाऊनलोड करण्यात यावी. तसेच निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता सा.बा विभाग नाशिक यांनी राखून ठेवला आहे. अट असलेली निविदा स्विकारली जाणार नाही.

काम क्र.	कामाचे नांव	कामाची अंदाजित किंमत	बयाणा रक्कम	को-या निविदा संचाची फी + GST रु. (ना-परतावा ऑनलाईन)	काम पूर्ण करण्याचा कालावधी
१	ऑबेडकर नगर गोवर्धन जलालपूर महादेव नगर फ्रावशी इंटरनॅशनल शाळा, (जुना गिरणारे रस्ता) टमाटा मार्केट, गिरणारे, नाईकवाडी, साडगाव, वळधामेट प्रजिमा-208 किमी ८/५०० ते २०/००० रस्त्याची सुधारणा करणे.ता. जि. नाशिक	२०२५०००००/-	१०१३०००/-	३५४०/-	१८ (अठरा महिने) पावसाळयासह
२	नाशिक निफाड येवला वैजापुर (प्रामा-२) रस्त्यावर महानगरपालिका हद्दीत पदरी मध्ये रस्ताची सुधारणा करणे व पक्की गटारीचे बांधकाम करणे.कि.मी १५३/०० ते १५३/५०० व १५४/२०० ते १५४/६००. ता. जि.नाशिक	२०२६६४०३९/-	१०१४०००/-	३५४०/-	१८ (अठरा महिने) पावसाळयासह

ई-निविदेचे वेळापत्रक

अ.क्र.	टप्पा	पासून दिनांक व वेळ	पर्यंत दिनांक व वेळ
१	निविदा प्रसिध्दी दिनांक	१५.०५.२०२६ ११:०० पासून	--
२	को-या निविदा विक्री सुरु दिनांक व वेळ	१५.०५.२०२६ ११:०५ पासून	२२.०५.२०२६ १७:०० पर्यंत
३	निविदा पूर्व बैठक दिनांक	१९.०५.२०२६	--
४	बिड सबमिशन दिनांक व वेळ	१५.०५.२०२६ ११:०५ पासून	२२.०५.२०२६ १७:०० पर्यंत
५	ई-निविदा उघडण्याचा दिनांक	२५.०५.२०२६ १४:०० पासून	--

निविदा वेळापत्रकातील महत्वाच्या इतर बाबी.

१	निविदा पूर्व बैठकीचे ठिकाण, दिनांक व वेळ	वरील काम क्र.१ व २ ची निविदा पूर्व बैठक दिनांक १९.०५.२०२६ रोजी दु.१२.०० वा. मा.मुख्य अभियंता, सा बा प्रादेशिक विभाग नाशिक यांचे दालनात ठेवण्यात आलेली आहे. याकामांबाबत आपले काही मुद्दे असल्यास कृपया nashik.cc@mahapwd.gov.in, nashik.se@mahapwd.gov.in, nashik.ee@mahapwd.gov.in या मेल आयडीवर बैठकीपूर्वी सादर करावेत.
१	Hard Copy सादरीकरण	ई-निविदा पोर्टलवर निविदा सादर केल्यानंतर (बीड लॉक) झाल्यानंतर निविदा बाबतची हार्डकॉपी १ प्रतीत (तांत्रिक लिफाफा) सिलबंद लिफाफ्यामध्ये दि. २५.०५.२०२६ रोजी दुपारी १४.०० वाजेपर्यंत कार्यकारी अभियंता, सा बा विभाग नाशिक यांचे कार्यालयात सादर करणे बंधनकारक राहील.
२	तांत्रिक व आर्थिक निविदा उघडण्याचे ठिकाण, दिनांक व वेळ	काम क्र. १ ते २ साठी मा.अधीक्षक अभियंता, सा बा मंडळ, नाशिक यांचे कार्यालयात दिनांक २५.०५.२०२६ रोजी १४:०० पासून (शक्य झाल्यास)

- टिप :-** सर्व पात्र /इच्छुक निविदाकारांनी निविदापत्रक डाऊनलोड करण्यासाठी व निविदा प्रक्रियेत भाग घेण्यासाठी ई-निविदा प्रणालीच्या <https://mahatenders.gov.in> या Portal वर enrolled करणे आवश्यक आहे
- निविदाकारांना वर नमूद केलेल्या संकेतस्थळावर ऑनलाईन enrollment संदर्भात व डिजीटल प्रमाणपत्र वितरीत करण्यासंदर्भात काही शंका/ अडचणी असल्यास त्यांनी खालील दूरध्वनीवर संपर्क साधावा.
 - इतर अटी व शर्ती ई-निविदा नमुन्यामध्ये पहावयास मिळतील. कोणतेही कारण न देता वरीलपैकी कोणतीही ई-निविदा किंवा सर्व ई-निविदा रद्द करण्याचा अधिकार संबंधीत सक्षम अधिकारी यांनी राखून ठेवलेला आहे.
 - Document Tender Fee to be paid via online Payment Gateway mode only. The information of E-Payment Gateway available on E-Tendering website <https://mahatenders.gov.in>
 - The Electronic tendering system for Public Works Department of Government of Maharashtra will be available on separate Sub Portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the Portal <https://mahatenders.gov.in>
 - वरील कामाची ई-निविदा सूचना सार्वजनिक बांधकाम विभागाच्या www.mahapwd.com / <https://mahatenders.gov.in> या वेबसाईटवर उपलब्ध आहे.
 - कामाच्या करारनाम्यात पोस्ट्र क्वालिफिकेशनचा क्रायटेरिया समाविष्ट केलेला आहे.
 - महाराष्ट्र शासन, सा.बा.विभाग, शासन निर्णय क्र.सीएटी-२०१७/प्र.क्र.८/इमारती-२, दि.२७.०९.२०१८, २२.१०.२०१८, ५.११.२०१८, २६.११.२०१८, २८.११.२०१८ अन्वये निर्गमित केलेल्या सूचना व अटी वरील कामाच्या निविदेत अंतर्भूत करण्यात आलेली आहे.
 - सदर निविदा निश्चितीची प्रक्रिया महाराष्ट्र शासन, सा.बा.विभाग, शासन निर्णय क्र.सीएटी-२०१७/प्र.क्र.८/इमारती-२, दि.२७.०९.२०१८, २२.१०.२०१८, ५.११.२०१८, २६.११.२०१८, २८.११.२०१८ अन्वये राबविण्यात येईल सदरचा शासन निर्णय हा www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध आहे.

कार्यकारी अभियंता
सा.बा.विभाग नाशिक

**GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DIVISION, NASHIK
E-Tender Notice No.5 for 2026-27 (Online)**

Online E-Tenders in "B-2" Form for the following works invited by Executive Engineer, P.W.Division, Nashik Phone No. (0253/2583761-64, 2575324) for and on behalf of Governor of Maharashtra State From Capable of P.W.Deptt. Registered / Unregistered Contractor or International Contractor whose Sub company / branch in India and also complete terms and conditions mentioned in tender document.

Tender document download on our website <https://mahatenders.gov.in> Right of rejection of E-tender / cancellation of E-tender reserved by The Executive Engineer, P.W.Division, Nashik. *Conditional Tender will not be accepted.

Sr. No.	Name of Work	Estimated Cost put to tender	Earnest Money	Cost of Tender Form + GST	Time Limit of completion of work
1	Improvementns Ambedkar Nagar Govardhan Jalalpur Mahadeo Nagar Fravashi International School (Old Girnare Road) Tamato Marker Girnare, Naikwadi Sadgaon Valdhamet MDR.208 Road Km. 8/500 to 20/00 Tal. Dist. Nashik	202500000/-	1013000/-	3540/-	18 (Eighteen Months) including monsoon
2	Improvements and Const. Concrete Gutter on Nashik Niphad Yeola Vaijapur (MSH.2) Road in NMC limit Tal. Dist. Nashik	202664039/-	1014000/-	3540/-	18 (Eighteen Months) including monsoon

E-TENDER SCHEDULE

Sr. No.	Stage	Start Date & Time	Expiry Date & Time
1	Publishing date and Time	15.05.2026 From 11:00 hrs.	--
2	Tender Document Sale start and End date, Time	15.05.2026 From 11:05 hrs.	22.05.2026 Upto 17:00 hrs.
3	Pre-Bid Meeting date and Time	19.05.2026	--
4	Bid Submission Start and End date, Time	15.05.2026 From 11:05 hrs.	22.05.2026 Upto 17:00 hrs.
5	Bid Opening Date and Time	25.05.2026 From 14:00 hrs.	--

ADDITIONAL INFORMATION ABOUT SHEDULE

1	Date, Time and Venue of Pre-Bid Meeting	Pre-bid for above Work Sr. No.1 and 2 as on 19.05.2026 at 12.00 hrs in the office of The Cheif Engineer, P.W. Region, Nashik. (Maid ID- nashik.ce@mahapwd.gov.in, nashik.se@mahapwd.gov.in, nashik.ec@mahapwd.gov.in)
1	Hard Copy Submission	After Bid Submission on E-Portal (After Bid Lock) one set of Bid Document (Technical Bid) Hard Copy submitted in the office of the Executive Engineer, P.W.Division, Nashik for the above Work upto 25.05.2026 at 14.00 hrs.
2	Date, Time and Venue of Opening of Technical and Financial Bid (Envelope No.1 and 2)	On 25.05.2026 Time 14:00 hours (If Possible) for above Works Sr. No. 1 and 2 in the office of the Superintending Engineer, P.W.Circle, Nashik

Note : All eligible /intrested tenderes are required to be enrolled on portal <https://mahatenders.gov.in> before down loading tender documents and participate in e-tendering

2 Tenderes are requested to contact on following telephone numbers any doubts/information/ difficulty regarding on line enrollment or obtaining digital certificate Contact Us- (N.I.C.) The 24X7 Toll free Telephonic Help Desk Number-1800 3070 2232 Mob. No. 91 7878107985/86, 91 7878007972/73

3 Document Tender Fee to be paid via online Payment Gateway mode only.

4 The information of E-Payment Gateway available on E-Tendering website <https://mahatenders.gov.in> Other instructions can be seen in the tender form.

5 All or any one of the tender may be rejected by the competent authority

6 The Electronic tendering system for Public Works Department of Government of Maharashtra will be available on separate Sub Portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the Portal <https://mahatenders.gov.in>

7 महाराष्ट्र शासन, सा.बां.विभाग, शासन निर्णय क्र.सीएटी-२०१७/प्र.क्र.८/इमारती-२, दि.२७.०९.२०१८, २२.१०.२०१८, ५.११.२०१८, २६.११.२०१८, २८.११.२०१८ अन्वये निर्गमित केलेल्या सूचना व अटी वरील कामांच्या निविदेत अंतर्भूत करण्यात आलेली आहे.

8 Post Qualification criteria condition included in tender document

9 This Tendering proses is follwed by Govt. Resolution P.W.Deptt. CAT 2017/Pra.Kra.8/Building-2 dated 27.09.2018, 22.10.2018, 5.11.2018,26.11.2018, 28.11.2018 This available on web site www.maharashtra.gov.in

**Executive Engineer
Public Works Division, Nashik**

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग नाशिक
ई-निविदा सुचना क्र. ०५ सन २०२६-२७ (SBD) दुरुस्ती पत्रक-२
काम क्र. ०२ (Tender ID- 2026_PWR_1302949_2)

कामाचे नांव- आंबेडकर नगर गोवर्धन जलालपूर महादेव नगर फ्रावशी इंटरनॅशनल शाळा, (जुना गिरणारे रस्ता) टमाटा मार्केट, गिरणारे, नाईकवाडी, साडगाव, वळघामेट प्रजिमा-208 किमी ८/५०० ते २०/००० रस्त्याची सुधारणा करणे.ता . जि - नाशिक

यापुर्वी प्रसिध्द झालेल्या ई-निविदा सुचना क्र. ०५ सन २०२६-२७ (SBD) काम क्र. ०२ वरील कामे तांत्रिक अडचणीमुळे पोर्टलवर अपलोड करण्यासाठी विलंब झालेला असल्यामुळे या कामांसाठी या दुरुस्तीपत्रकान्वये नव्याने वेळापत्रक देण्यांत येत असुन निविदांचे सुधारीत वेळापत्रक खालील प्रमाणे राहील याची नोंद घ्यावी.

अ क्र.	तपशिल	मुळ निविदा सुचनेनुसार प्रसिध्द करण्यांत आलेले वेळापत्रक		निविदेचे सुधारीत वेळापत्रक	
		पासून दिनांक व वेळ	पर्यंत दिनांक व वेळ	पासून दिनांक व वेळ	पर्यंत दिनांक व वेळ
१	निविदा प्रसिध्दी दिनांक	१५.०५.२०२६ ११.०० पासून	--	१५.०५.२०२६ ११.०० पासून	--
२	को-या निविदा विक्री सुरु दिनांक व वेळ	१५.०५.२०२६ ११.०५ पासून	२२.०५.२०२६ १७.०० पर्यंत	१५.०५.२०२६ ११.०५ पासून	११.०६.२०२६ १७.०० पर्यंत
३	बिड सबमिशन दिनांक व वेळ	१५.०५.२०२६ ११.०५ पासून	२२.०५.२०२६ १७.०० पर्यंत	१५.०५.२०२६ ११.०५ पासून	११.०६.२०२६ १७.०० पर्यंत
४	ई-निविदा उघडण्याचा दिनांक	२५.०५.२०२६ १४.०० पासून	--	१२.०६.२०२६ १७.०० पासून	--

निविदा वेळापत्रकातील महत्वाच्या इतर सुधारीत बाबी.

१.	निविदा पुर्व बैठक	वरील काम क्र.०२ ची निविदा पुर्व बैठक दि. ०८.०६.२०२६ रोजी दु.१२.०० वा. मा.मुख्य अभियंता, सा बां प्रादेशिक विभाग नाशिक यांचे दालनात ठेवण्यांत आलेली आहे. याकामांबाबत आपले काही मुद्दे असल्यास कृपया nashik.ce@mahapwd.gov.in, nashik.se@mahapwd.gov.in, nashik.ee@mahapwd.gov.in या मेल आयडीवर बैठकीपुर्वी सादर करावेत.
२.	Hard Copy सादरीकरण	ई निविदा पोर्टलवर निविदा सादर केल्यानंतर (बीड लॉक) झाल्यानंतर निविदा बाबतची हार्डकॉपी १ प्रतीत (तांत्रिक लिफाफा) सिलबंद लिफाफयात दि. १२.०६.२०२६ रोजी १७.०० वाजेपर्यंत कार्यकारी अभियंता, सा बां विभाग नाशिक यांचे कार्यालयात सादर करणे बंधनकारक राहील.
३	तांत्रिक व आर्थिक निविदा उघडण्याचे ठिकाण, दिनांक व वेळ	काम क्र. २ साठी मा.अधीक्षक अभियंता, सा बां मंडळ नाशिक यांचे कार्यालयात दिनांक १२.०६.२०२६ रोजी १७:०० पासून (शक्य झाल्यास) सुरु होईल.

इतर काहीएक बदल नाही.

स्थळ प्रतीवर का.अ. यांची स्वाक्षरी असे.

कार्यकारी अभियंता,
सार्वजनिक बांधकाम विभाग नाशिक

आंबेडकर नगर गोवर्धन जलालपूर महादेव नगर
फ्रावशी इंटरनॅशनल शाळा, (जुना गिरणारे रस्ता)
टमाटा मार्केट, गिरणारे, नाईकवाडी, साडगाव,
वळधामेट प्रजिमा-208 किमी ८/५०० ते २०/०००
रस्त्याची सुधारणा करणे.ता . जि - नाशिक.

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग
शासन निर्णय क्रमांक- पीएलएन-२०२६/सी.आर.१४८८/नि-३
मंत्रालय, मुंबई-४०० ०३२
दिनांक - २४/०२/२०२६

शासन निर्णय:- आंबेडकर नगर गोवर्धन जलालपूर महादेव नगर फ्रावशी इंटरनॅशनल शाळा, (जुना गिरणारे रस्ता) टमाटा मार्केट, गिरणारे, नाईकवाडी, साडगाव, वळधामेट प्रजिमा-208 किमी ८/५०० ते २०/००० रस्त्याची सुधारणा करणे.ता . जि - नाशिक. या रुपये २५,००,००,०००/- (रु. पंचवीस कोटी मात्र) अंदाजित खर्चाच्या बांधकामास याद्वारे प्रशासकीय मान्यता देण्यात येत आहे. सदर कामाचा वाव खालीलप्रमाणे आहे:-

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| १) २ नवीन नॉन सबमर्सिबल लहान पुलाचे बांधकाम, पोहचमार्गाचे बांधकाम, सेवा वाहिन्यांचे स्थानांतरण, मातीकाम, खडीकरण, काँक्रीट रस्ता, | २) ७ नवीन पाइप मोन्यांचे बांधकाम, सल्लागाराची नेमणूक, कच्चे गटर्स, मुरूम बाजूपट्टी, | ३) रस्ते सुरक्षा विषयक बाबी, संकिर्णबाबी |
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२. ज्या कामास या निर्णयाद्वारे प्रशासकीय मान्यता देण्यात येत आहे त्या कामास विचाराधीन असलेल्या नियोजित कोणत्याही पाटबंधारे / जलविद्युत पाणी पुरवठा प्रकल्पामुळे बाधा येत नाही किंवा हे काम अशा योजनांच्या जलाशयाखाली येणार नाही, अशा अर्थाचे योग्य नमुन्यातील प्रमाणपत्र संबंधित मुख्य अभियंता यांनी प्रतिस्वाक्षरित केलेले नसून ते या प्रकल्पाच्या कागदपत्रात समाविष्ट नाही.
क्षेत्रीय अधिकाऱ्यांनी या कामाच्या प्रत्यक्ष बांधकामास सुरुवात करण्यापूर्वी हे काम कोणत्याही पाटबंधारे / जलविद्युत पाणी पुरवठा प्रकल्पाच्या जलाशयाखाली जाण्याची शक्यता नाही किंवा अशा प्रकल्पामुळे या कामावर कोणताही परिणाम होणार नाही याची खात्री करून घेतली पाहिजे या अटीवरच ही प्रशासकीय मान्यता देण्यात येत आहे.
३. सदरहू कामाचा प्रस्ताव तयार करताना कामाचे समर्थन व आवश्यकता शासनाने वेळोवेळी निर्गमित केलेल्या परिपत्रकातील / पत्रातील सूचनांचे अनुपालन, या सर्व बाबींचा क्षेत्रीय पातळीवर विचार करण्यात आलेला आहे व प्रस्तावाची क्षेत्रीय पातळीवर सर्व तांत्रिक दृष्टीकोनातून छाननी करण्यात आलेली आहे, अशी धारणा आहे. तथापि, तांत्रिक मंजूरी देण्यापूर्वी या सर्व बाबींची पुन्हा एकदा खातरजमा करून घेण्यात यावी.
४. प्रस्तुत कामास तांत्रिक मंजूरी देण्यापूर्वी व काम सुरू करण्यापूर्वी पुढील बाबींची पूर्तता करण्यात यावी या अटीवरच ही प्रशासकीय मान्यता देण्यात येत आहे.
 - i. अंदाजपत्रकातील दराबाबत सार्वजनिक बांधकाम विभागाचे परिपत्रक क्रमांक-डिएसआर१०९०/सीआर-६४५३/नियो-३, दिनांक-१४/०७/१९९३ व जीईएन-२०२००१/सीआर-३/नियोजन-३, दिनांक २२ फेब्रुवारी २००१ मधील तरतुदींचे अनुपालन झाले असल्याबद्दल खात्री करून घेण्यात यावी.
 - ii. डांबरीकरणाच्या तरतूदी सा.बां.वि. परिपत्रक क्र-संकीर्ण-२०७/प्र.क्र.२५७/रस्ते-१ दिनांक २१ जानेवारी २००८, क्र-संकीर्ण-२००९/प्र.क्र.११६/रस्ते-१ दिनांक ०४ डिसेंबर २००९ व क्र-संकीर्ण-२०१४/प्र.क्र.०६/रस्ते-१ दिनांक २६/५/२०१४ व दिनांक ०७ ऑगस्ट २०१४ नुसार आहेत याची खात्री तांत्रिक मान्यता प्रदान करणाऱ्या अधिकाऱ्याने करावी.
 - iii. रस्ते व पुल बांधकामासाठी ज्या ठिकाणी वन व पर्यावरण व अन्य विभागांची (MCZMA/NCZMA) मान्यता मिळविण्यासाठी आवश्यक त्या अटी पूर्ण करण्यात याव्यात. त्यासाठी संबंधीत संस्थाकडे अर्ज करण्याची जबाबदारी संबंधीत अधिकक्षक अभियंता यांची राहिल व अशी परवानगी प्राप्त झाल्यानंतरच संबंधीत सक्षम प्राधिकाऱ्याने नकाशास व अंदाजपत्रकांना तांत्रिक मान्यता द्यावी.
 - iv. वाहतूक अडथळ्यांचे प्रमाण अनुज्ञेय राहिल याची खातरजमा करण्यात यावी, ही जबाबदारी संबंधीत कार्यकारी अभियंता यांची राहिल, तसे प्रमाणपत्र कार्यकारी अभियंता यांनी द्यावे.
 - v. काम आदिवासी क्षेत्रातील असल्यास संबंधीत प्रकल्प अधिकारी, एकात्मिक आदिवासी विकास यांचे परवानगीचे पत्र मिळविण्यात यावे व आदिवासी व्यक्तींच्या जमीनी संपादन करताना प्रचलित कायद्याचे पालन करावे. तसेच सदर काम आदिवासी उपयोजना (TSP) अंतर्गत समाविष्ट नसल्याची खातरजमा करण्याची जबाबदारी संबंधीत कार्यकारी अभियंता यांची राहिल.

- vi. कामाची सविस्तर अंदाजपत्रके तयार करताना अस्तित्वातील बांधकाम पाडल्यानंतर मिळणाऱ्या सामुग्रीच्या किंमतीचा विचार अंदाजपत्रकात यथोचितपणे करण्यात यावा.
- vii. कामास वन जमिनीची आवश्यकता असल्यास संबंधीत प्राधिकरणाची परवानगी घेण्याची जबाबदारी तांत्रिक मान्यता देणाऱ्या अधिकाऱ्याची असेल. वन जमिन ताब्यात मिळाल्याशिवाय डांबरीकरणाचे/कोंक्रीटीकरणाचे काम सुरु करण्यात येऊ नये.
- viii. राज्यदरसूची २०२२-२३ मधील General Note च्या अनुषंगाने बांधकाम कालावधी करिता आवश्यक सर्वसाधारण विम्याची तरतूद सादरकर्त्या सक्षम अधिकाऱ्याने प्रस्तावीत केल्यानुसार करण्यात आली आहे. तथापी सदर परिच्छेदानुसार देखभाल दुरुस्ती व दोषदायीत्व कालावधीकरिता विम्याची तरतूद तांत्रिक मान्यता प्रदान करणारे सक्षम अधिकारी तांत्रिक मान्यता अंदाजपत्रकाच्या गोषवाऱ्यामध्ये करतील असे ग्राह्य धरण्यात आले आहे. या शर्तीवर सदर प्रशासकीय मान्यता प्रदान करण्यात येत आहे.
- ix. कामासाठी मंजूर निधीच्या मर्यादेच्या अधीन राहूनच खर्च करण्यात यावा. कोणत्याही स्थितीत प्रस्तुत कामाचा खर्च प्रशासकीय मान्यता किंमतीच्या वर जाणार नाही याची दक्षता घेण्यात यावी.
- x. लहान पूल/ मोठे पूल/ रेल्वे ठावणपुलाच्या सर्वसाधारण आखणीस सक्षम अधिकाऱ्यांची मंजूरी प्राप्त केल्यानंतरच अंदाजपत्रकास तांत्रिक मंजूरी प्रदान करण्यात यावी.
- xi. प्रस्तावित काम हे शासनाच्या ताब्यातील जागेवरच करण्यात यावे. खाजगी किंवा इतर मालकी जागेत करावयाचे झाल्याचे त्याचे प्रचलित भूसंपादन नियमानुसार लागणारी जमिन संपादीत करून व जमिनीचा सर्व मोबदला अदा करून नंतरच कामास तांत्रिक मान्यता प्रदान करावी व त्यानंतरच कामास सुरुवात करावी.
- xii. कंत्राटदाराशी करावयाच्या करारनाम्यात रस्ता किंवा पूल याचे संकल्पित आयुर्मान दर्शवून त्या कालावधीत कामात दोष निर्माण झाल्यास त्याची जबाबदारी कंत्राटदार व संबंधित पर्यवेक्षकीय अधिकारी यांची राहिल. अशा प्रकरणी कंत्राटदार व संबंधित पर्यवेक्षकीय अधिकारी यांचेवर नियमानुसार कार्यवाही करण्यात येईल" अशा आशयाची अट करारनाम्यात समाविष्ट करावी.
- xiii. रस्त्याच्या भौमितिक मानकांबाबत शासन परिपत्रक क्र.बिडीएम-१०८७/सीआर-५३०६/नियोजन-३ दि.१३/५/१९८८ मधील तरतूदींचे तंतोतंत पालन करण्यात यावे.
५. प्रस्तुत कामास तांत्रिक मंजूरी देण्यापूर्वी सदर रस्ता यासाठी लागणारी जमीन या विभागाच्या ताब्यात आहे याची खातरजमा करून घ्यावी.
६. प्रशासकीय मान्यतेच्या अंदाजपत्रकात प्रत्येक दराचे वर्णन/दर/दर पृथक्करणातील गृहीत धरलेली अंतरे व अनुषंगिक इतर बाबी तांत्रिक मान्यता प्रदान करण्यास सक्षम अधिकाऱ्यांनी त्यांच्या पातळीवर तपासणे अनिवार्य आहे. या संदर्भात शासनाचे कोणतेही उत्तरदायित्व असणार नाही.
७. तांत्रिक मान्यता प्रदान करताना प्रशासकीय मान्यतेतील वाव अन्य कोणत्याही योजनेत/कार्यक्रमात समाविष्ट नाही, याची खातरजमा तांत्रिक मान्यता प्रदान करण्यास सक्षम अधिकाऱ्याने करावी.
८. सदर कामावरील खर्च "मागणी क्रमांक एच-७, ५०५४ मार्ग व पूल यांवरील भांडवली खर्च, ०४-जिल्हा व इतर मार्ग, ३३७ रस्त्यांची बांधकामे, (०३) सर्वसाधारण, (०३) (०९) मोठी बांधकामे (कार्यक्रम) (५०५४ ०१०६) ५३- मोठी बांधकामे" या शिर्षाखाली दाखवण्यात यावा.
९. या कामासाठी अर्थसंकल्पात विशिष्ट तरतूद असल्याशिवाय हे काम सुरु करण्यात येऊ नये.
१०. सदर कामाच्या प्रशासकीय मान्यतेच्या आदेशाची पुढील योग्य ती कार्यवाही करताना आदर्श आचारसंहितेचे पालन होईल, याची दक्षता संबंधित जबाबदार अधिकाऱ्यांनी घ्यावी.
११. प्रशासकीय मान्यता लांबीमध्ये रस्ता सुरक्षा संबंधीचे तसेच ब्लॅक स्पॉट असल्यास त्यांच्या सुधारणे संबंधीची कामे अति प्राथम्याने घेतली जातील व त्याद्वारे मंजूर रस्ताच्या पूर्णलांबीत रस्ते सुरक्षेच्या अनुषंगाने निर्गमित केलेल्या सर्व Indian Roads Congress (IRC) मानके यांचे पालन केले जाईल, याची दक्षता घ्यावी.
१२. सदर काम अर्थ संकल्पात समाविष्ट झाल्यानंतर पुढील ७ दिवसात त्यासाठी MHUID क्रमांक तयार करण्यात यावा.
१३. महाराष्ट्र सा.बां. नियम पुस्तिका परिशिष्ट-४२ मधील अनु क्र. १२ (I) (२) यानुसार शासनास प्राप्त अधिकारान्वये प्रशासकीय मान्यतेचे आदेश निर्गमित करण्यात येत आहेत.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नांवाने,



(विवेक कांबळे)

कार्यासन अधिकारी

प्रत,

महालेखापाल-१ व २, (लेखापरीक्षा) महाराष्ट्र राज्य, मुंबई / नागपूर

महालेखापाल-१ व २, (लेखा व अनुज्ञेयता), महाराष्ट्र राज्य, मुंबई / नागपूर

मुख्य अभियंता, सार्वजनिक बांधकाम प्रादेशिक विभाग, नाशिक (मंजूर नकाशे व अंदाजपत्रकाच्या प्रतीसह)

अधीक्षक अभियंता, सार्वजनिक बांधकाम मंडळ, नाशिक

कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग, नाशिक

मुख्य कार्यकारी अधिकारी, जिल्हा परिषद, नाशिक

कार्यकारी अभियंता, जिल्हा परिषद, नाशिक
जिल्हाधिकारी व सदस्य सचिव, जिल्हा नियोजन समिती, नाशिक
मा.मंत्री, सार्वजनिक बांधकाम यांचे स्वीय सहाय्यक
मा.राज्यमंत्री, सार्वजनिक बांधकाम यांचे स्वीय सहाय्यक
कार्यासन अधिकारी, अर्थ-१/नियोजन-१/रस्ते-५, सार्वजनिक बांधकाम विभाग, मंत्रालय, मुंबई

Public Works, Division, Nashik

Improvement of road from Ambedkar Nagar, Goverdhan, Jalalpur, Mahadev Nagar, Fravshi international School (Old Girnare Road), Tamala market, Girnare, Naikwadi, Sadgaon, Valdhamet Road MDR-208 KM 8/500 to 20/000 Tal & Dist, Nashik.

GENERAL ABSTRACT

Sr.No	Flexible / Rigid Carriageway	Length in Km	6.700
	Description	Amount As Per Abstract	
		Rs.	Crore
1	Road Work (Flexible + Rigid)	15,58,67,792.63	15.59
2	Traffic Sign	33,22,210.24	0.33
3	Hume Pipe Culvert	39,51,506.03	0.4
4	Minor Bridge 2 Nos.	2,07,67,655.98	2.08
5	Protection wall (Toe Wall)	64,08,748.50	0.64
6	Side Approaches	2,79,334.00	0.03
A	Civil Cost of Project	19,05,97,247.00	2.84
B	Royalty	44,17,851.00	
	Testing	11,37,849.00	
C	Total Cost (A+B)	19,61,52,947.00	2.92
D	Add GST 18% on C	3,53,07,530.00	
E	Labour Insurance 1% on A	19,05,972.00	
F	TS Amount (C+D+E)	23,33,66,449.00	3.47
G	Utility Shifting Cost (Including GST)	13,85,773.00	
H	Coningencies @ 3% on A	57,17,917.00	
I	Road Safety Charges @ 1% on A	19,05,972.00	
J	PMC DR Charges @ 1% on A	19,05,972.00	
K	Price Escalation Charges @ 3% on A	57,17,917.00	
L	TOTAL PROJECT COST	25,00,00,000.00	3.72

Say 2500 lakhs -

Sub-Divisional Engineer
(South) P. W. Sub Division No, Nashik

Executive Engineer
P. W. Division, Nashik

Superintending Engineer

Chief Engineer

P. W. Regional Department, Nashik

प्रशासकीय मान्यता मिळालेल्या शा. नि. जा.
क्र. पीएल/ग-३०२६/सी.आर. १४८८/नि-३
रुपये: २५,००,००,०००/- करिता २०/०२/२०२६
(जवरी रु. पंचवीस कोटी मात्र)
का.ज.
सा.बां. विभाग, मंत्रालय

सार्वजनिक बांधकाम प्रादेशिक विभाग, नाशिक

तांत्रिक मंजूरीचे आदेश

- विषय-** तांत्रिक मंजूरी मिळणे बाबत (अर्थसंकल्प सन 2026-27 मार्च - 2026 अंतर्गत)
- कामाचे नांव :** आंबेडकर नगर गोवर्धन जलालपूर महादेवनगर फ्रावशी इंटरनॅशनल शाळा (जुना गिरणारे रस्ता) टमाटा मार्केट, गिरणारे, नाईकवाडी साडगांव वळधामेट रस्ता प्रजिमा-208 किमी 8/500 ते 20/00 रस्त्याची सुधारणा करणे. ता. जि. नाशिक.
- संदर्भ-**
1. महाराष्ट्र शासन, मंत्रालय, मुंबई शासन निर्णय क्र. पिएलएन-2026/ सी.आर. (1203)/नि-3 दि. 20.02.2026.
 2. अधीक्षक अभियंता, सा. बां. मंडळ, नाशिक यांचे पत्र जा. क्र. साबांमंना/ प्रशा-2 / 1889 / सन 2026 दि. 23.04.2026.

उपरोक्त विषयांकीत कामास शासनाने संदर्भ क्र. 1 अन्वये अर्थसंकल्प सन 2026-27 (मार्च-2026) अंतर्गत रु. 2500.00 लक्ष किंमतीस प्रशासकीय मान्यता प्रदान केलेली आहे. त्या अनुषंगाने अधीक्षक अभियंता, सा. बां. मंडळ, नाशिक यांनी संदर्भ पत्र क्र. 2 अन्वये तांत्रिक मान्यता मिळण्यासाठी सविस्तर अंदाजपत्रक व नकाशे सादर केलेले आहेत.

शासनाच्या संदर्भ क्र. 1 च्या निर्णयास अधीन राहून तसेच अधीक्षक अभियंता, सा. बां. मंडळ, नाशिक यांनी सादर केलेल्या सविस्तर अंदाजपत्रक व नकाशे यास या आदेशाव्दारे रु. 24,11,97,090/- (अक्षरी रुपये चोवीस कोटी अकरा लक्ष सत्त्यान्नव हजार नव्वद मात्र) (GST व Labour Insurance सह) किंमतीस तांत्रिक मान्यता देण्यात येत आहे. ही तांत्रिक मान्यता SSR सन 2022-23 दि. 25.07.2022 वर आधारित असून, शासनाने प्रशासकीय मान्यता आदेशात नमुद केलेल्या अटी तसेच तांत्रिक टिप्पणीतील अटीवर आधारित आहे. या कामावरील खर्च मागणी क्र. "एच-7, 5054 मार्ग व पुल यावरील भांडवली खर्च 04, जिल्हा व इतर मार्ग, 337 रस्त्यांची बांधकामे, (03) सर्वसाधारण, (03)(01) मोठी बांधकामे (कार्यक्रम) (5054 0106) 53 - मोठी बांधकामे" या लेखशिर्षाखाली दर्शविण्यात यावा. तांत्रिक मंजूरीची नोंद प्रादेशिक कार्यालयाच्या नोंदवहीत अनुक्रमांक / ----- /2025-2026 वर घेण्यात आली आहे.

तांत्रिक मान्यतेचे आर्थिक विश्लेषण खालीलप्रमाणे आहे.

अ.क्र.	तपशिल	रक्कम (रु.)	शेरा
1.	स्थापत्य कामाची किंमत	197139390.00	Without Royalty & Q.C.
2.	Royalty & Q.C. Charges	5594250.54	
3.	GST - 18%	36492055.30	
4.	Labour Insurance - 1%	1971393.90	
	एकूण	24,11,97,089.74	
	Say Rs.	24,11,97,090.00	

अटी व शर्ती

1. सदर कामाच्या प्रशासकीय मान्यता आदेशामधील सुचनांचे तंतोतंत पालन करण्यात यावे.
2. अंदाजपत्रकातील दराबाबत सार्वजनिक बांधकाम विभागाच्या परिपत्रक क्र. डिएसआर-1090 / सीआर-6453 / नियो-3 दि. 14.07.1993 व जीईएन-102001/सीआर-3/नियोजन-3 दि. 22 फेब्रुवारी 2001 मधील तरतुदींचे अनुपालन झाले असल्याबाबत अधीक्षक अभियंता व कार्यकारी अभियंता यांनी त्यांचे स्तरावर खात्री करून घेतली आहे असे गृहीत धरून सदर तांत्रिक मान्यता प्रदान करण्यात येत आहे.
3. पावसाळ्यात पुरामुळे वाहतूक खोळंबण्याचे प्रमाण अनुज्ञेयापेक्षा कमी राहिल याची खातरजमा करण्यात यावी. ही जबाबदारी संबंधीत कार्यकारी अभियंता यांची राहिल, तसे प्रमाणपत्र कार्यकारी अभियंता यांनी द्यावे.

4. कामासाठी मंजूर निधीच्या मर्यादेच्या अधीन राहूनच खर्च करण्यात यावा.
5. रस्त्याच्या पृष्ठभागावरून पावसाच्या पाण्याचा निचरा होण्याच्या दृष्टीने योग्य आकाराच्या व उतारात साईड गटर्स करण्यात याव्यात. पाण्याचा निचरा न करता डांबरीकरणाचे काम केल्यास हे काम Defective Work म्हणून गणले जाईल. अशा कामाचे देयकांची अदायगी करू नये. असे काम केले व रस्त्याचा पृष्ठभाग खराब झाला तर त्या कामाकरीता झालेल्या खर्चाची वसूली कंत्राटदाराकडून पुर्णतः करावी. तसेच संबंधीत अधिका-यावर सेवानियम खंड-8 अन्वये कारवाई करण्यात येईल याची नोंद घ्यावी. जलनिस्सारण होत नसल्यास डांबरीकरण करू नये, अशा ठिकाणी कॉक्रीट पेव्हमेंटचे काम करावे.
6. रस्त्याच्या भौमितीक मानकांबाबत शासन परिपत्रक क्र. बिडीएम-1087/सीआर-5306/नियोजन-3 दि.13.05.1988 व संबंधीत IRC मधील तरतुदींचे तंतोतंत पालन करण्यात यावे. भौमितीक त्रुटी राहत असतील व भविष्यात रस्ता वाहतूकीस धोकादायक व Accident Prone होणार असेल तर असे रस्ते/पुल बांधण्यात येऊ नये.
7. प्रस्तावित काम हे शासनाच्या ताब्यातील जागेवरच करण्यात यावे. खाजगी किंवा इतर मालकी जागेत करावयाचे झाल्यास त्याचे प्रचलित भूसंपादन नियमानुसार लागणारी जमिन संपादीत करून व जमिनीचा सर्व मोबादला अदा करून नंतरच कामास सुरुवात करावी. तसेच सदर कामाच्या लांबीत कुठलेही न्यायालयीन प्रकरण प्रलंबीत नाही याची खात्री करावी.
8. तांत्रिक मान्यतेच्या अंदाजपत्रकात प्रत्येक दराचे वर्णन / दर / दर पृथःकरणातील गृहीत धरलेली अंतरे व अनुषंगिक इतर बाबी क्षेत्रीय अधिका-यांनी त्यांचे पातळीवर तपासली आहेत असे गृहीत धरून ही तांत्रिक मान्यता प्रदान करण्यात येत आहे.
9. अंदाजपत्रक सादर करण्यापुर्वी सदर काम इतर कोणत्याही योजनेत / कार्यक्रमात समाविष्ट नसल्याची खातरजमा संबंधीत क्षेत्रीय अधिका-यांनी करावी, जेणेकरून कामाची द्विरुक्ती (Duplication) होणार नाही.
10. सदर कामासाठी अर्थसंकल्पात विशिष्ट तरतुद असल्याशिवाय हे काम सुरु करण्यात येऊ नये.
11. भरावासाठी काळ्या मातीचा वापर होणार नाही, याची संबंधीत कार्यकारी अभियंता / अधीक्षक अभियंता यांनी खबरदारी घ्यावी.
12. अंदाजपत्रकात अंतर्भूत असलेल्या कॉक्रीटीकरणाच्या कामाचे संकल्पन (Design) करून त्यास सक्षम प्राधिका-याची मंजूरी घेऊनच प्रत्यक्षात काम सुरु करण्यात यावे.
13. Minor Bridge / Retaining Wall च्या कामाचे संकल्पन (Design) करून त्यास सक्षम प्राधिका-याची मंजूरी घेऊन तद्नंतरच प्रत्यक्षात काम हाती घेण्यात यावे.
13. अंदाजपत्रकात अंतर्भूत असलेले 200 मी. स्टोन / किमी स्टोन हे काम सुरु करण्यापुर्वी लावण्यात यावे.
14. कंत्राटदाराशी करावयाच्या करारनाम्यात रस्ता किंवा पूल यांचे संकल्पीत आयुर्वमान दर्शवून त्या कालावधीत कामात दोष निर्माण झाल्यास त्याची जबाबदारी कंत्राटदार व संबंधीत पर्यवेक्षकीय अधिकारी यांची राहिल.
15. वित्त विभाग, शासन निर्णय शुध्दीपत्रक क्र. अर्थसं-2020 / प्र.क्र. 65 / अर्थ-3 दि. 01 डिसेंबर 2020 मधील निर्देशांच्या अधीन राहून अधीक्षक अभियंता व कार्यकारी अभियंता यांच्या जबाबदारीवर मान्यता देण्यात येत आहे. तसेच शासनाकडून यापुर्वी व यानंतर वेळोवेळी निर्गमीत होणारे शासन निर्णय, परिपत्रके व सुचनांच्या अनुषंगाने पुढील कार्यवाही करण्यात यावी.

जा.क्र.का-2 / रस्ते-1/ तांमा / अ.स. 2026-27 / 2378 / 2026

कार्यालय :- मुख्य अभियंता,

सा. बां. प्रादेशिक विभाग, नाशिक

E-mail : nashik.ce.@mahapwd.gov.in

दिनांक:- 14/05 / 2026

0/c (प्र. शा. ओटी)
मुख्य अभियंता
[Signature]

प्रत :- उपसचिव (रस्ते), सा. बां. विभाग, मंत्रालय, मुंबई-32 यांना माहितीसाठी सविनय सादर.

प्रत :- अधीक्षक अभियंता, सा. बां. मंडळ, नाशिक यांना अंदाजपत्रकाची मंजूर प्रतिसह माहितीस्तव.

प्रत :- कार्यकारी अभियंता, सा. बां. विभाग, नाशिक यांना माहितीस्तव.

Sr.No	Name and Place of work	Estimated Cost Rs in Thousands	कामाचे नाव व ठिकाण	Proposed provision for 2026-2027 (Rs in Thousands)	No & Date of Administrative Approval
405	Concreting of Road from Abhanpur Targadi Anurli Tekwade Rudawali Vanaval Jatode Shingave Road MDR-67 Km. 25/600 to 28/600 (Part-Jatoda to Vanaval)	100000	अभनपुर त-डीडी अंनुर्ली टेक्वाडे रुदवली वनावल जतोडे शिंगावे रस्ता प्रलिंग-67 कि.मी.25/600 ते 28/600 मध्ये रस्त्याचे कॅक्रीटकरण करणे (भाग-जतोडा ते वनावल)	40097	No.PLN 2026/C.R.1452/Plan-3, Dt.24/02/2026
406	Improvement to Taluka Sima Devbhana Paki Tanda Kulgaon Sonari - NH - 222 - Jambardhamdari - Ulegaon to Umri Taluka Border Road MDR - 12 Km 44/200 to 45/200 and 47/200 to 50/200 Tq. Bhokar	100000	तातुका सिमा देववणा पक्कीवाडी कुलगाव सोनारी ते रामम-२२२ रस्त प्रलिंग-१२ सुधारणा करणे कि.मी ४४/२०० ते ४५/२०० and ४७/२०० ते ५०/२०० ते पंक्तर जि. नांदेड	40895	No.PLN 2026/C.R.1453/Plan-3, Dt.24/02/2026
407	Improvement of road from Ambedkar Nagar, Goverdhan, Jalalpur, Mahadev Nagar, Pravashi international school (Old Girnare Road), Tamata market ,Girnare, Nalkwadi, Sadgaon ,Valdharnet Road MDR-208 KM 8/500 to 20/000 Tal & Dist, [REDACTED]	250000	आंबेडकर नगर गोवर्धन जलपुर महादेव नगर प्रखरी इंटरनेशनल शाळा, (जुना गिरगारे रस्ता) टपटा मार्केट, निवारी, नांदेकवाडी, सदागाव, वडवधनेट प्रलिंग-208 किमी ८/५०० ते २०/००० रस्त्याची सुधारणा करणे.ता. जि. नांदेड	100243	No.PLN 2026/C.R.1488/Plan-3 Dt.24/02/2026
408	Improvement to road in Km.11/00 to 12/00 MDR 75 - SH 270, Jambhulhaba, Lonwadi, Nimbhari(NH 6) New NH 753 A to Ghurni road Tq.Malkapur Dist.Buldhana.(NH--270 from Jambhulhaba to NH--753A Nimbhari.)	100000	बुलडाणा जिल्ह्यातील मलकापुर तालुक्यातील प्रलिंग ७५ - गमा -२७०, जंबुलखाबा, लोणवडी, निवारी (राष्ट्रीय महामार्ग ६) नवीन राष्ट्रीय महामार्ग ७५३ ए ते बिर्गो मग सो.क्र.१२/०० ते १२/०० मध्ये रस्त्याची सुधारणा करणे तातुका मलकापुर जिल्हा बुलडाणा (ग.म-२७० जंबुलखाबा ग्राम ग.म.म. ७५३ए निवारी पर्यंत.)	3093	No.PLN 2026/C.R.573/Plan-3, Dt.12/02/2026
409	Improvement to Valve Vanipada Mahagaon Varangade Man Vakore Nandore Devkhop Vevoor Road MDR- 119 Km 0/000 to 2/000 in Tal. Palghar Dist - Palghar.	100000	वाळवं-वारंगपाडा-महागाव-वारंगदे-मान-वाकोरे-नांदोरे-देवखोप-वेवूर रस्ता. प्रलिंग-११९. सो.क्र. ०/००० ते २/००० मध्ये रस्त्याची सुधारणा करणे ता.जि. पालघर.	4010	No.PLN 2026/C.R.574/Plan-3, Dt.12/02/2026

कामाचे नाव :- आंबेडकर नगर गोवर्धन जलालपूर महादेव नगर फ्रावशी इंटरनॅशनल शाळा,
(जुना गिरणारे रस्ता) टमाटा मार्केट, गिरणारे, नाईकवाडी, साडगाव, वळधामेट प्रजिमा-२०८ किमी
८/५०० ते २०/००० रस्त्याची सुधारणा करणे. ता. जि नाशिक.(प्रत्यक्षात कि.मी. ८/५०० ते
१५/२००.

सर्वसाधारण वर्णन

प्रस्तावना :- प्रस्तावित रस्ता हा रस्ते विकास योजना सन २००० ते २१ नुसार ग्रामीण मार्ग दर्जाचा होता परंतु सदर रस्त्यावरील वाहतूक वर्दळ वाढल्याने सदरचा रस्ता हा दिनांक २५/११/२०२२ च्या सा बा विभागाच्या शासन निर्णयान्वये दर्जोन्नत होऊन प्रमुख जिल्हा मार्ग दर्जाचा झालेला आहे. सदर रस्त्याचा क्र. प्रजिमा २०८ असा आहे. सदरचा रस्ता हा गिरणारे ह्या बाजारपेठेपासून, गावापासून आदिवासी गावांना जोडणारा महत्वाचा रस्ता आहे. सदर रस्त्यावरून शेतमालाची तसेच गौण खनिजांची मोठ्या प्रमाणात वाहतूक होत असल्याने सदरचा रस्ता अतिशय खराब झालेला असून सदर रस्त्याची सद्यस्थिती रुंदी ३ मी इतकीच असल्याने वाहतुकीस अडथळा निर्माण होत आहे. तसेच सदर रस्त्यावरील दोन छोटे पुल व पाइप मोन्यची पुनर्बांधणी करणे गरजेचे आहे. त्यामुळे देवळाली मतदारसंघाच्या विद्यमान आमदारांनी व स्थानिक नागरिकांनी सदर रस्त्याचे कॉंक्रीटीकरण व रुंदीकरण करण्याची मागणी केलेली आहे.

प्राधिकार :- सदर रस्त्याचे काम मार्च २०२६-२७ च्या राज्य अर्थसंकल्पना पान क्र.२१५ व बाब क्रमांक ४०७. मध्ये समाविष्ट असून पी एल एन २०२६/प्र क्र १४८८/नियो-३/ दि- २४/२/२०२६ अन्वये सदर कामास रुपये २५०० लक्ष रकमेस प्रशासकीय मान्यता प्राप्त झालेली आहे. त्याअनुषंगाने सदर कामाचे सविस्तर अंदाजपत्रक तयार करून तांत्रिक मान्यतेस्तव सादर करण्यात येत आहे.

कामाचा वाव :-

१. रस्त्याच्या बाजू पट्ट्यांची साफसफाई करणे.
२. रस्त्या करिता माती मुरुमात खोदाई करणे.
३. रस्त्याच्या कडेला कच्च्या गटारी खोदणे.
४. सा क्र ८/५०० ते १५/२०० मध्ये आवश्यक ठिकाणी मातीकाम करणे.
५. सा क्र ८/५०० ते १५/२०० मध्ये १५० मीमी जाडीचा GSB करणे.
६. सा क्र ८/५०० ते १५/२०० मध्ये ~~१५०~~^{१२५} मीमी जाडीचा DLC करणे.
७. सा क्र ८/५०० ते १५/२०० मध्ये १०० मीमी जाडीचा DLC करणे.
८. सा क्र ८/५०० ते १५/२०० मध्ये २५० मीमी जाडीचे M-40 ग्रेडचे PQC कॉंक्रीट करणे.
९. डॉवेल बार व टाय बार टाकणे.
१०. १२५ मायक्रोनची LDPE शीट वापरणे.
११. ट्रान्सवर्स व कॉन्ट्रॅक्शन जॉइंट कट करणे.
१२. कठीण मुरुमाने रस्त्याच्या बाजू पट्ट्या भरणे.
१३. सा क्र ८/९६० ते ९/१८० मधील दोन छोट्या पुलांची पुनर्बांधणी करणे.

१४. १००० मी मी व्यासाच्या एकेरी पाईप रांगेच्या ७ पाईप मोरीचे यांची बांधकाम करणे.

१५. सा क्र ८/५०० ते १५/२०० मध्ये आवश्यक ठिकाणी संरक्षक भिंतीचे बांधकाम करणे.

१६. रोड फर्निचर ची कामे करणे.

१७. इतर अनुषंगिक कामे करणे.

१८. माहिती फलक बसविणे.

दरसूची :- सदर अंदाजपत्रकासाठी महाराष्ट्र राज्य ई दरसूची सन २०२२-२३ वापरण्यात आलेली आहे.

अंदाजपत्रकिय किंमत :- सदर कामाची अंदाजपत्रकिय किंमत रु. २५०० लक्ष इतकी आहे.

उपविभागीय अभियंता

स. बां दक्षिण उपविभाग, नाशिक

कार्यकारी अभियंता

सार्वजनिक बांधकाम विभाग, नाशिक

अधीक्षक अभियंता
सार्वजनिक बांधकाम मंडळ, नाशिक

TS

Public Works, Division, Nashik			
Improvement of road from Ambedkar Nagar, Goverdhan, Jalalpur, Mahadev Nagar, Fravshi international School (Old Girnare Road), Tamata market, Girnare, Naikwadi, Sadgaon, Valdhamet Road MDR-208 KM 8/500 to 20/000 Tal & Dist, Nashik.			
GENERAL ABSTRACT			
Sr.No	Flexible/ Rigid Carriageway	Length in Km	6.700
	Description	Amount As Per Abstract	
		Rs.	Crore
1	Road Work (Flexible + Rigid) 161330750.75	15,58,14,740.15	15.58
2	Traffic Sign 3278663.04	33,22,210.24	0.33
3	Hume Pipe Culvert 3946092.77	39,51,506.03	0.4
4	Minor Bridge 2 Nos. 21987440.48	2,08,33,507.10	2.08
5	Protection wall (Retaining Wall) 6339686.50	64,08,748.50	0.64
6	Field Approaches 255856.00	2,79,334.00	0.03
A	Civil Cost of Project 197139390.00	19,06,10,046.00	2.84
B	445640.00 Royalty	44,04,906.00	
	1137849.00 Testing	11,37,849.00	
C	Total Cost (A+B) 202733640.54	19,61,52,801.00	2.93
D	36492055.30 Add GST 18% on C	3,53,07,504.00	
E	1971393.90 Labour Insurance 1% on A	19,06,100.00	
F	TS Amount (C+D+E) 241197089.73	23,33,66,405.00	3.48
G	Utility Shifting Cost (Including GST) 800000.00	12,84,000.00	
H	Coningencies @ 1% on A 1971393.90	19,71,393.90	
I	Road Safety Charges @ 1% on A 1971393.90	19,06,100.00	
J	DPR Charges @ 1% on A 1971393.90	19,06,100.00	
K	Price Escalation Charges @ 1% on A 1971393.90	19,71,393.90	
L	TOTAL PROJECT COST	24,99,99,207.00	3.73

T.S. Amt (A+B+C+D) = 241197090.00 243882665.33

Sub-Divisional Engineer
(South) P. W. Sub Division No, Nashik

Executive Engineer
P. W. Division, Nashik

Superintending Engineer
P. W. Circle nashik

Chief Engineer
P. W. Regional Department, Nashik

Technically sanctioned for Rs. 241197090.00

(Rs.) and
registered in this
for

Chief Engineer
P. W. Region. Nashik

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INVITATIONS FOR BIDS (IFB)

PUBLIC WORKS DEPARTMENT

GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT
INVITATIONS FOR BIDS (IFB)

Date : / /2025

Nashik/Tender/ /2025-26

Tender Notice No: /2025-26

Online E-Tenders in "B-2" Form (Item Rates) for the following works are invited by **Executive Engineer, Public Works Division, Nashik** for and on behalf of Governor of Maharashtra State from Capable and eligible P.W.Deptt. Registered or Unregistered Contractor who complete terms and conditions mentioned in tender document. Tender document can be downloaded from website <https://mahatenders.gov.in>. Right to reject / accept any or all E-tenders is reserved by Executive Engineer. *Conditional Tender will not be accepted.

Sr. No.	Name of Work	Approximate value of work (Rs.)	Bid Security/ EMD (Rs.)	Cost of documents (Rs.)	Period of Completion
1	2	3	4	5	6
01	Improvement of Road Ambedkar Nagar, Goverdhan, Jalalpur, Mahadev Nagar, Fravashi International School (Old Girnare Road) Tamata Market Girnare, Naikwadi Sadgaon, Valdhamet Road MDR-208 Km. 8/500 to 20/00, Tal. and Dist. Nashik	197139390/-	986000/-	3540/-	18 (Eighteen) Calendar months including monsoon

1. Bidding documents may be downloaded from the eTendering portal of Public Works Department, Government of Maharashtra i.e. <https://mahatenders.gov.in> after entering the details, should be paid online using payment gateway. The fees of Bid document will be non refundable. Interested bidders may obtain further information regarding the work from the above office.
2. The Bids will be opened as per the Tender Schedule, in the presence of such intending Bidders or his/ their authorized representatives who shall be present at that time. Those who do not present at the time will not have any say over tender opening procedure.
3. Bid Security of the amount specified for the work in the table shall be paid via online using NEFT / RTGS or payment gateway mode from the authorized account in the name of the bidder only. The guidelines for the same are included in bid document.

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT

4. The Bids must be submitted online on <http://mahatenders.gov.in> or on as per NIT & Technical bid will be opened on as per NIT in the presence of bidders who have to attend in the office of the Bid opening Authority (As per NIT)
5. The prebid meeting will be held on **Date 08.06.2026 @ 12.00 Hrs.** in the presence of bidders who wish to attend in the office of the **Chief Engineer, Public Works Region, Nashik**
6. The date & place of opening of Financial Bid will be notified later.
7. It is mandatory for all the bidders to have class-II/III digital Signature Certificate with signing & encryption facility (in the name of person who will sign the proposal) from any of the licensed Certifying Agency.
8. **Physical Submission:**
The bidder shall submit the Hard Copy in "Sealed Envelope" of Technical & Financial Bids as specified in NIT after the online submission of Bid ("Bid Lock") **within 72 hrs.**

TENDERING PROCEDURE :
1.1 A. Blank Tender Forms

Bidding documents can be purchased/down loaded from the e-Tendering Portal of Public Works Department, Government of Maharashtra
i.e. [https:// mahatenders. gov.in](https://mahatenders.gov.in) after paying Tender Fees via online **mode** as per the Tender Schedule.

- 1.1.1 If it is not possible on line to down load the drawings , the set of drawing may be supplied to the bidders **in "Hard Copy"** by the Department, on Proof of receipt of payment towards cost of bidding documents as per the tender schedule
- 1.1.2 The bid submitted by the bidder shall be unconditional. Conditional bids shall be summarily REJECTED.
- 1.1.3 All bidders are cautioned that bids containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional bids will be treated as non-responsive. The bidder should clearly mention in forwarding letter that his offer (in envelope No. 1 & 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.
- 1.1.4 Bidders should have valid Class-II/III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.
- 1.1.5 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers: **Contact Us (NIC) The 24x7 Toll Free Telephonic Help Desk**

PUBLIC WORKS DEPARTMENT

Number 1800 3070 2232

Mobile Number +91787807985/86

Mobile Number +7878007972/731.2.8

- 1.2 Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department is available at E-Tendering portal of P.W. Department i.e. <https://mahatenders.gov.in> The bidder shall obtain clarification/help from assistance mentioned in para 1.2.7 No grievances /claims will be entertained on failure of submission of online bid.

A. Pre-requisites to participate in the Bidding processed by PWD:

1. Enrollment and Empanelment of Contractors on Electronic Tendering System:

The Contractors interested in participating in the Bids of Public Works Department processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of PWD in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the PWD. Only empanelled vendors will be allowed to participate in such bids.

The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

2. Obtaining a Digital Certificate :

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class — II or Class — III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value

during the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

3. Recommended Hardware and Internet Connectivity :

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

4. Set up of Computer System for executing the operations on the Electronic Tendering System :

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

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The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

B. Steps to be followed by Contractors to participate in the e-Tenders processed by PWD

1. Preparation of online Briefcase :

All Technical Document must be Scanned & Uploaded in RAR Format.

2. Online viewing of Detailed Notice Inviting Tenders:

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by PWD on the home page of PWD e-Tendering Portal on <https://mahatenders.gov.in> under the section Recent Online Tender.

3. Download of Tender Documents:

The Pre-qualification/Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

4. Online Bid

For BID SECURITY payment, If bidder use Online Net Banking mode Only. Bidder will have to validate the BID SECURITY payment as a last stage of bid preparation. If the payment is not realized with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid e-Tender.

a. Digitally signing the documents to be uploaded

The contractor can scan the documents format viz. PDF preferably Avoid scanning the document in PDF format. It is mandatory to upload all the documents with digital signature using RAR Format.

5. Short listing of Bidders for Financial Bidding Process :

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The shortlisted Bidders will be intimated by email.

6. Opening of the Financial Bids :

The Bidders may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the PWD e-Tendering Portal immediately after the completion of opening process.

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7. Tender Schedule (Key Dates) :

The Bidders are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time- locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Bid Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

C. Terms and Conditions For Online-Payments

Cost of bidding documents & BID SECURITY Must be Paid Online Net banking mode Only.

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers

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- kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
 7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
 8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
 9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.
However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

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Limitation of Liability :

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (i) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and
 - (ii) Any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions :

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the

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Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password. The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Cost of bidding documents & BID SECURITY) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

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- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit.
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information :

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer :

The Service is provided in order to facilitate payment of Cost of bidding documents & BID SECURITY online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

Section 1 : Part - A : Instructions to Bidders

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SECTION - 1
INSTRUCTIONS TO BIDDERS
(ITB)

A. GENERAL

1. Scope of Bid

- 1.1 The Employer The Executive Engineer, Public Works Division, Nashik invites bids for the **Improvement of Road Ambedkar Nagar, Goverdhan, Jalalpur, Mahadev Nagar, Fravashi International School (Old Girnare Road) Tamata Market Girnare, Naikwadi Sadgaon, Valdhamet Road MDR-208 Km. 8/500 to 20/00, Tal. and Dist. Nashik**

(as described in these documents and referred to as “the works”) details in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in the Invitations for Bid (IFB) .

General Description of Work : Attached Separately.

- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract data.
- 1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tendered, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

- 2.1 The expenditure on this project will be met from the budget of Govt. of Maharashtra.

3. Eligible Bidders -

- 3.1 This invitation for bids is open to all bidders i.e. Contractor registered with P.W.D. Maharashtra Government or Unregistered Contractor.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be

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adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2 **Deleted**

4.3 **Details of Documents required in Technical Envelope (Envelope No.1) Eligibility Criteria for Civil Contractor :**

All bidders shall include the following information and documents with their bids in "Technical Envelope" (Formats & Related details given in Section 2):-

- 4.3.1 Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- 4.3.2 The Cost of Bidding Documents and Bid Security (EMD) will be paid via online mode. This payment of this shall be made only from the authorized account of the bidder and bidder shall upload the scanned copy of Screen shot of such payment made online.
- 4.3.3 Scanned from original copy of Valid certificate as a Registered Contractor with the P.W. Deptt. Government of Maharashtra in appropriate class. OR Registration copy if Registration with company of Registrars or appropriate authority in case if unregistered contractors.
- 4.3.4 Scanned from original copy of valid GST registration certificate from Maharashtra GST Tax Department (Maharashtra GST)
- 4.3.5 Scanned from original copy of list of works in hand and works tendered for along with supporting certificates.
- 4.3.6 Scanned from original copy of Details of work done during last Five years with supporting certificates.
- 4.3.7 Scanned from original copy of List of Technical Persons /employee.
- 4.3.8 Scanned from original copy of affidavit regarding completeness, correctness and truthfulness of documents submitted on Rs. 100/- Stamp paper as per prescribed proforma given in Annexure I sworn before Executive Magistrate/ Notary,
- 4.3.9 Scanned from original copy of Professional Tax Registration Certificate in the form of PTR and PTEC both. AND Professional Tax Clearance Certificate of PTEC and PTR Both OR challan paid upto 31.3.2025 PTEC and PTR both.
- 4.3.10 Scanned from original copy of Registration of firm, Partnership Deed and Power of Attorney, in case of a firm tendering for work.
- 4.3.11 Reports on the financial standing of the Bidder, such as profit and loss statements and Annual turnover regarding of contract receipts of works reports for the past Five years duly certified by Chartered Accountant.

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- 4.3.12 **Scanned copy** from original of details of work of similar type of three works of 40% magnitude of each or similar type of 2 works of 50% magnitude of each work or similar type of one works of 80% magnitude commenced and completed carried out by the contractor during last Five years (i.e. 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25). (As Shown in Appendix to ITB)
- 4.3.13 Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work during implementation of work (undertaking in format given Appendix - IV)
- 4.3.14 The contractor shall not be entitled to claim any compensation / interest from Government on account of delay in payment of R.A. Bills / Final Bill due to paucity of funds. The contractor shall submit the undertaking in this regards in the format as per Annexure – III on Rs. 100/- Stamp Paper.
- 4.3.15 The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- 4.3.16 Liquid assets and/or availability of credit facilities/ solvency certificate of Not less than **20 %** on Tender Cost. (Credit lines/letter of credit/ certificates from the nationalized/ commercial banks for meeting the fund requirement etc.
- 4.3.17 Information regarding any litigation, current or during the last **Five** years, in which the Bidder is involved, the parties concerned and disputed amount.
- 4.3.18 The Concrete Batch Mix Plant as required under this contract then he should give details of its current location and under taking. (Affidavit and undertaking in format given in Annexure - IV)
- 4.3.19 Scanned Copy of Bond of Water Proofing on Rs. 100/- Stamp Paper.
- 4.3.20 a) Scanned copy of original Valid Certificate issued by the Assistant Chief Engineer (Mech.) of Public Works Department / Region, to the effect that specialised Machinery (1) Batch Mix Plant (2) Mechanical Paver Finisher (3) Vibratory Road Roller are in "Efficient" - "Working condition" and in conformity with M.O.S.T. Specifications, must be enclosed in Envelope No.1. in absence of this this Certificate, Envelope No.2 will not be opened.
- 4.3.21 b) If Contractor intend to shift already **owned** plant from existing location to the new location as required for this work, for that bidder shall submit additional security as specified in 1.4.3.22 below He shall give trial run on or before 30th day from the date of issue of work order.
- 4.3.22** In Envelope No. 1 the bidder shall submit the scan copy of FDR an additional Security, of Rs. 5,00,000/- (Rupees Five Lakh only) in the name of **Executive Engineer, Public Works Division, Nashik**. If Contractor fails to give trial run after 31 st day of issue of said Work order, his above said additional Security shall be encashed without any notice to the contractor without considering any force major

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and shall be credited to Government revenue by the Engineer in charge immediately on 31 st day and hard copy of FDR will be submitted physically

- 4.3.23** All the documents from Sr. No. 4.3.1 to 4.3.22 shall be given by contractor in Envelope No 1 correctly and completely otherwise his Envelope No. 2 will not be opened.

4.4 A QUALIFICATION CRITERIA

To qualify for award of the Contract, each bidder in its name should have in the last Five years as referred to in Appendix :

- (a) Achieved a maximum annual financial turnover **(in all classes of civil engineering construction of works only)** amount indicated in Appendix in any one year.

In support of this, attested copy of Annual Audit Report certified by the Chartered Accountant in which indicates contract receipts should be submitted and also be submitted the work done certificates issued by competent authority.

- (b) Satisfactorily completed as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of "all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix to ITB (Page No. 52)

In support of this the work done certificate issued by competent authority should be submitted.

- (c) Executed in anyone year of the minimum quantities of the following items of work as indicated in Appendix to ITB
In support of this executed quantity certificate issued by competent authority should be submitted.

For (a) to (c) Certificates from Non Govt. works should be certified by Authorized Architect / Chartered Accountant will be accepted subject to physical verification of work by Engineer not below the rank of Executive Engineer, if required. Also for such works bidder have to submit the supporting agreement copy in between owner / agency and contractor without which certificate for non Govt. works will not considered.

Supporting documents regarding above Qualification Criteria such as work done certificates which are claimed for calculation of Annual Turn Over and Similar type of Work and executed quantity certificates which have submitted by the contractor shall be verified by following committee as per G.R. No. CAT / 2017/ Pra.Kra.8/ Bldg.2 dated 27.9.2018.

Sr.No.	Committee Member	Designation
1.	Superintending Engineer, Public Works Circle, Nashik	Chairman
2.	E.E./ D.E. Vigilance and Quality Control Circle, Nashik or A.S.E. P.W. Circle, Nashik	Member
3.	Executive Engineer, Public Works Division, Nashik	Member

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Sr.No.	Committee Member	Designation
4.	Dy. Executive Engineer, Public Works Division, Nashik	Member Secretary
5.	Sr. Divisional Accounts Officer, Public Works Division, Nashik	Member

4.4 B Each bidder should further demonstrate : -
A) QUESTIONNAIRE ON MACHINERY:-

Performa for information regarding availability / procurement of machinery required for this work. As Indicated in Appendix proof of Ownership/ Hire of machinery should be submitted.

4.5 Deleted

4.6 BID CAPACITY

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed **Available Bid capacity** = (A x N x 2) - B

Where

A = Maximum value of civil engineering works executed in anyone year during the last Five years (updated to the price level of the year 2025-26) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value of existing commitments and on-going works to be completed during the next **18 (Eighteen) Months** (period of completion of the works for which bids are invited) **(INFORMATION SUBMITTED WITH SUPPORTING DOCUMENTS AS PER FORMATE GIVEN IN APPENDIX)**

Note-1

Financial turnover and cost of completed works of previous year shall be given linear weightage of 10 % per year on rupee value to bring them at 2025-2026 price level.

Note-2

The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

Note-3

Certificates from Non Government Works should be certified by Authorised Architect / Chartered Accountant. It will be accepted subject to physical verification of work by Engineer and not below the rank of Executive Engineer, if required.

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- 4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

4.8 ENVELOPE NO. 2 TENDER (FINANCIAL BID)

- i) The second envelope clearly marked as "Envelope No.2" shall contain the main tender documents including the Common Set of Conditions / Deviation issued by the Department digitally signed by contractor shall be submitted . A tender submitted without this would be considered as invalid.
- ii) The Tendered should quote his offer only through online bidding process **in form of Bill of Quantity** in terms of Item rates. He should not quote his offer any where directly or indirectly in Envelope No.1. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / Additional stipulations made by the Department as informed to him by a letter from Chief Engineer / Superintending Engineer after Pre-Tender Conference. His tender shall be unconditional.
- iii) Upload Common Set of Deviations (CSD) issued and Digitally Signed by the Department after P.T.C. (In Word Format) (If applicable)
- iv) Offer to be submitted Online.
- v) Detailed Rate analysis for each Items quoted by bidder.

5. One Bid per Bidder

- 5.1 Each bidder shall submit only one bid for one work. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

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7.1 EXAMINATION OF DRAWING AND SITE CONDITIONS is Mandatory

- A. The Bidder, at the Bidder's own cost and responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- B. It is mandatory for the bidder to 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 accesses to site, availability of housing and other facilities, the availability of labour, materials, Power & Water, space for labour's camp, plant, stores and Godown etc.
- C. He shall obtain all necessary information as to the risk, contingencies and other circumstances, which may affect and influence the tender.
- D. Should there be any discrepancy or doubt or obscurity as to meaning of any of the tender document or as to the instructions to be observed by him, he shall set forth in writing such discrepancies, doubts obscurity and submit the same to the Executive Engineer, Public Works Division, Nashik for elucidation as soon as possible.
- E. No claims on any of the above or any other factors will be entertained by the Government.
- F. Bidder or his authorized representative should contact the Engineer in charge during the period of tender notice in working hours only.

7.2 The rates to be quoted by the contractor must be exclusive of GST

7.3 GST Tax :- GST will be paid to contractor as per prevailing rates during contract period, whether measured bills, advance payment or secured advance

7.4 Insurance:- As per the Govt. Resolution No. FD/Insurance 1098/cess No. 28/98 dated 19/08/1998 and Director of Insurance Maharashtra, Mumbai letter dated 26/04/2005. Contractor has to submit Govt. insurance policy before starting the work, failing to which an amount equivalent to (1%) one percent of the tendered cost will be recovered from the first Running Account Bill of this work.

7.5 Income Tax :- Income tax @ 2.00 % and surcharge thereon or at the rates amended from time to time as intimated by competent Income tax authority shall be deducted from bill amount, whether measured bills, advance payment or secured advance.

7.6 Royalty :- As per instructions issued vide P.W.D. Government of Maharashtra Resolution of Revenue and Forest Department No.Gaukhani- 10/1012/CR-603/Kh dated 11/5/2015 while framing the estimates, royalty charges for the items of supply of materials like rubble, metal, crushed metal, soft murum / hard murum, sand and soil shall be considered in the rate analysis of respective items @ 212.01 per Cubic Metre (Rs. 600.00 per brass) or actual and shall be recovered. The contractor has to pay these charges directly to Revenue Department and original challans, permission documents shall be produced to concerned Executive Engineer, If contractor fails to

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produce these original documents the royalty charges shall be recovered from contractor's bill.

7.7 BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS:-

Building and other Construction workers welfare cess @ 1% or at the rates amended from time to time as intimated by the competent authority of Building and other construction workers welfare Act, 1996 shall be deducted from bill amount, whether measured bill, advance payment or secured advance..

7.8 The Tendering Authority is interested to make payment of contractor's bill through ECS / NEAFT system. For this purpose contractor should open his Bank Account, having core banking facility only.

7.9 Contractor shall submit a certificate to the effect that, all the payments to the labour / staff are made in bank accounts of staff linked to Unique Identification Number *AADHAR CARD)" The Certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the tie period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract.

7.10 Integrity Pact

- (1) Integrity Pact executed on plain paper in the given format only duly signed by Authorised signatory shall be part of the Contract Agreement
- (2) Any Corrections, modifications, additions, omission or any type of changes in format given in Tender is not permissible and if it is found at any stage the tender shall be rejected by forfeiting the Security Deposit.
- (3) Successful Bidder shall submit the Original Copy of the Integrity Pact before award of work to Concerned Division Office.

7.11 The measurements of work will be taken according to the usual methods 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 "the usual method in use in the Public Works Department" will be final.

7.12 Deleted (E-Billing)

7.13 Deleted (Registration with GRIHA)

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10.

Section	Particulars
	Invitation For Bids
1.	Instructions to Bidders
2.	Qualification Information & other forms

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3.	Conditions of Contract (General Conditions of Contract, and Contract Data; Special Conditions of Contract)
4.	Contract Data
5.	Technical Specifications
6.	Form of Bid
7.	Bill of Quantities
8.	Securities and other forms
9.	Drawings
10.	Documents to be furnished by Bidder.

8.2 Deleted (Volumes I, II, III and IV)

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Fax/ e-mail at the Employer's address indicated in the Invitation to bid before the date and time of the pre-bid meeting specified in the Tender Schedule. The Employer will respond to any request for clarification which he received, earlier than 3 days prior to the Bid due date. Copies of the Employer's response will be uploaded in "edit attachment option" of concern tender on e-tendering portal and viewable to all tenderer, including a description of the enquiry but without identifying its source.

9.2 Pre-bid Meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in NIT

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing by fax or by e-mail to reach the Employer well before the date & time of the pre-bid meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9.2.6 All Intending Tenderers are cautioned that the tenders containing any deviation from

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the contractual terms and condition, specifications or other requirements, and conditional tenders will be treated as non responsive.

- 9.2.7 If CSD is issued/uploaded by the Department then it shall be uploaded in Envelope No. 1 duly signed by tenderer.
- 9.2.8 If CSD is not issued/uploaded by the Department then it shall deemed that there is no any Amendment to NIT

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids online, the Employer may modify the bidding documents by issuing addenda before 7 days of final submission.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded in "edit attachment option" of concern tender on e-tendering portal and viewable to all bidders, including a description of the enquiry but without identifying its source.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Clause 20.2 below and according to prevailing Govt. guidelines.

C. PREPARATION OF BIDS

11. Language of Bid
- 11.1 All documents relating to the Bid shall be in the English language.

12. Documents Comprising the Bid Technical Envelope

- 12.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I

This shall be named "**Technical Bid**" -(Fee/ Qualification Criteria/Technical Cover as per mentioned above 4.3 and 4.4)

Note :-(i) Tenderer shall be solely responsible and also liable for action under Indian Penal Code for submission of any false information, false bills/ invoice / vouchers of purchase of material in supporting proof of purchase, proof of testing / test results and any other required documents submitted by his staff / representative or by himself or subletting company / contractor during contract period or even after completion of work till finalization of bill and completion of defect liability period.

(ii) If false information / documents are submitted as mentioned above, the Tenderer shall be blacklisted and if contract is at initial stage then such contract will be terminated and no any compensation will be payable on any account to the contractor.

(iii) PWD Officials / PWD Officers / Divisional Accounts Officer will not be responsible for any complications due to submission of false / fraudulent documents by the contractor as mentioned above.

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Part II

It shall be named "**Financial Bid**" as per mentioned above 4.8

- 12.2** Each part shall be separately digitally signed and marked in accordance in clause 19 of ITB.

13. Bid Prices

- 13.1** The Contract shall be for the whole Works, as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2** The bidder shall fill rates in 'Rate Column of BOQ Sheet' in figures only for all items of the Works described in the Bill of Quantities. Items for which no rate is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. **Detailed Rate analysis for each Item quoted by bidder shall form a part of Envelop No.2**
- 13.3** All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

14. Currencies of Bid

- 14.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

- 15.1** Bids shall remain valid for a period not less than **120 days** after the deadline date for **bid submission** specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by Fax / email. A bidder may refuse the request without forfeiting his bid security.
- 15.3** Deleted (Price Adjustment during Bid Validity Period)
- 15.4** Deleted (Evaluation based on Bid Validity Period)

16. Bid Security (Earnest Money)

- 16.1** The bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work.
- (i) Bid Security shall be paid via online using NEFT / RTGS or payment gateway mode **from the authorized account in the name of the bidder only**. After Bid opening, the BID SECURITY of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

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- (ii) **Bid Security (Earnest Money) exemption is not allowed. Bid Security in the form of cheques or any other form except above will not be accepted.**
- (iii) The amount will be refunded to the unsuccessful Bidders on deciding about the acceptance or otherwise of the Bid. In case of successful bidder, it will be refunded on his paying initial Security Deposit and completing the Bid documents.
- (iv) The Bid Security of other than lowest bidder shall be returned after the work order.

16.2 CONDITION FOR PAYMENT OF ADDITIONAL PERFORMANCE SECURITY DEPOSIT IF THE OFFER IS RECEIVED LOWER BELOW (As per GR. dated 26.11.2018)

In case lowest successful bidder's offer found below the estimated cost put to tender, in that case, the tenderer shall have to pay Additional Performance Security deposit drawn in favour of the concerned Executive Engineer (*in form of Demand Draft / F.D.R./ B.G only*) (*For B.G as per guidelines Govt. Circular dtd. 14.1.2021*) with in 8 (eight) days [*in no case limit of 8 days will be increased*] from the date of opening of Financial bid i.e 2nd envelope as specified below;

(Additional Security Deposit हे आर्थिक देकार उघडल्यानंतर नियमानुसार कंत्राटदाराने ८ दिवसांत किंवा तत्पुर्वी कार्यालयास सादर करणे बंधनकारक आहे याकरीता कोणत्याही प्रकारची पुर्व सुचना दिली जाणार नाही.)

- A. If Tenderer's offer is upto 10% below the estimated cost put to tender, then the Additional Performance Security deposit shall be 1% of the estimated cost put to tender.
- B. If Tenderer's offer is upto 15 percent below the estimated cost put to tender, Tenderer shall submit 1% plus the percentage by which tender offer is more than 10% below of amount put to tender.
(e.g. if tenderer offered 14% below he have to submit (14% - 10%) + 1 % i.e. total 5% of estimated cost put to tender) or minimum Rs. 1000/- whichever is higher.
- C. If Tenderer's offer is more than 15 percent below the estimated cost put to tender, Tenderer shall have to submit Additional Performance Security Deposit as specified below

1.	for offer upto 10% below the estimated cost put to tender	1 %
2.	for offer upto 15% below the estimated cost put to tender (15% - 10% = 5%)	5 %
3.	more than 15% below tenderer have to submit (e.g. if tenderer offered 19% below tenderer have to submit (19 - 15% = 4% X 2 = 8%)	8 %
Total (1%+ 5% + 08%)		14%

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- D. If the calculated amount of additional Performance Security deposit is less than Rs, 1000/- then the performance security deposit shall be Rs, 1000/- minimum of the estimated cost put to tender.
- E. Amount of Additional Performance Security Should be rounded upto two decimal only.
- F. All above Demand Draft /F.D.R./ B.G. shall be either of Government Bank or Scheduled Bank drawn in favour of Concerned Executive Engineer only. In respect of Demand Draft / F.D.R. / B.G. it's duly mentioning the MICR and IFSC code of said bank shall be mentioned specifically on the said Demand Draft / F.D.R./ B.G.
- G. Successful Tenderer's Additional Performance Security will be refunded immediately upon the Certificate of satisfactorily completion of works issued by Executive Engineer. In all other cases additional Performance Security shall be forfeited to Government.
- H. In case of lowest successful bidder whose offer found below the estimate cost fails or neglects to deposit the Additional performance Security within 8 (eight) specified days, then his EMD shall be forfeited to Government and 2nd lowest tenderer will become lowest and will be negotiated for award of work.
- I. The said amount of Additional Performance Security shall not carry any interest whatsoever.
- J. Payment of Security Deposit by Bank Guarantee and online BG Verification :- If the contractor wishes to Deposit Security Deposit by Bank Guarantee after tender approval then it is mandatory for contractor to verify the Bank Guarantee by paying verification fees of Rs. 1000/- + G.S.T. through the link provided below :
<http://onlinebg.emahapwd.com>

17. Alternative Proposals by Bidders

- 17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilisation advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

- 18.1 The bidder shall be required to fill and upload the Technical and Financial Bid by using his Class II/III Digital Signature of the person who is authorised to submit the Bid, uploaded .
- 18.2 The documents are required to be uploaded in "Edit Attachment Option" online. The bidder is required to ensure that the size of each document does not exceed 5 MB.
- 18.3 In case Bidder would like to provide any Supporting Document(s) as a part of the Bid Response, the Bidder may upload such Supporting Document(s) under "General Document Option" of tender.

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D. SUBMISSION OF BIDS
19. Bidding through E-Tendering System:

- 19.1 The submission of Bid is in electronic format on the website “<https://mahatenders.gov.in>” The guideline of online submission of bids and procedure of opening of tender opening can be downloaded from website “<https://mahatenders.gov.in>”.

19.2 Electronic Submission of Bids:

The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Technical- Financial Part.

The contents of the Technical Qualification and Technical Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

19.3 Physical Submission:

The bidder shall submit the Hard Copy in "Sealed Envelope" of Technical & Financial Bids as specified in NIT after the online submission of Bid ("Bid Lock") **within 72 hrs.**

20. Deadline for Submission of Bids

- 20.1 The Complete Bids (including Technical and Financial) must be submitted on e-tendering portal not later than the date indicated in NIT.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

- 21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time. Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.
- 21.2 No bid shall be modified or withdrawn after the deadline of online submission of bids.

22. Modification and Withdrawal of Bid - DELETED
E. BID OPENING AND EVALUATION
23. Bid Opening

- 23.1 The Employer will open the bids received 'online' in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

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The procedure of opening of tender opening can be downloaded from website ["https://mahatenders.gov.in"](https://mahatenders.gov.in).

- 23.2** The file containing the Part-I of the bid will be opened first. **All intending bidders shall be presence at the time of opening any Envelope of the bid under consideration.**
- 23.3** In all other cases, the amount of Bid Security, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.4** The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.3 of ITB.
- 23.5** Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed at earliest and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 23.6** The Employer shall inform, by telegram or facsimile or email, the bidders, whose technical bids are found responsive, date, time and place of opening financial bids as stated in the Appendix ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.
- 23.7** At the time of the online opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 23.5 of ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation
- 23.8** The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.4. Result of financial bids of all the Bidders shall be made available e-tendering portal.

24. Process to be Confidential

- 24.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids :

- 25.1** To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted

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except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing/online.
- 25.3 Any effort by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 26.2 A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

- 27.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited in accordance with Clause 16.6(b) of ITB.

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28. DELETED As per G.R. dated 29.06.2017**29. Evaluation and Comparison of Bids**

- 29.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.
- 29.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26.2 of ITB.
- 29.3** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the Construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the security deposit set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the employer or Superintending Engineer, which shall be final, binding and conclusive on the bidder.
- 29.4** A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.
- 29.5** Evaluation Committee as per GR No. CAT/2017/ Pra.Kra.8/ Bldg. 2 dated 27.09.2018.

1. Committee for Work

Sr.No.	Committee Member	Designation
1.	Superintending Engineer, Public Works Circle, Nashik	Chairman
2.	E.E./ D.E. Vigilance and Quality Control Circle, Nashik or A.S.E. P.W. Circle, Nashik	Member
3.	Executive Engineer, Public Works Division, Nashik	Member
4.	Dy. Executive Engineer, Public Works Division, Nashik	Member Secretary
5.	Sr. Divisional Accounts Officer, Public Works Division, Nashik	Member

30. Deleted As per G.R. dated 29.06.2017.**F. AWARD OF CONTRACT****31. Award Criteria**

- 31.1** Subject to Clause 32 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

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- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price and
 - ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated in any of the packages opened earlier than the one under consideration.
- In no case the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

- 32.1** Notwithstanding Clause 31 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement.

- 33.1** The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail, Fax confirmed by registered letter. This letter (hereinafter and in the Part I General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works, and the routine maintenance of the works, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 33.2.** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 33.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 33.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security :

- 34.1** The successful bidder/ contractor shall have to pay to the employer total performance security of 1% of contract price, out of which he shall pay 50% the performance security, in approved secured form preferably in the form of NSC, FDR, DD or in the form of BG (in the form prescribed by Govt.) within 10 days (including Govt. holidays) of the acceptance of tender from schedule bank and balance 50% of the performance security will be recovered through the bills..
- 34.2** Performance Security of one percent to be delivered by the successful bidder after the receipt of letter of acceptance and shall be either in form of a Bank Guarantee or Fixed Deposit receipts in the name of employer, from a scheduled/ Nationalised bank.

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If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee of two percent of contract price could be one year initially, however, the bidder/contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite performance security is always available with employer until 30 days after the lapse of Defect Liability Period. If the bidder/contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the contractor.

- 34.3** Failure of successful bidder to comply with the requirement of delivery of Performance Security of one percent of contract price plus additional security for unbalanced bids as per provisions of Clause 16.2 of ITB shall constitute sufficient ground for cancellation of award and forfeiture of the earnest money (Bid Security). Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids for a period of one year.

35. Advance Payment and Security

- 35.1** The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract data.

36. Dispute Resolvation :-

- 36.1** Except where otherwise specified in the contract and subject to the powers delegated to him by Govt. under the code, rules then in force. The decision of the Superintending Engineer of the circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions here in before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right, matter, or things whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or other conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.
- 36.2** The contractor may within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the Chief Engineer concerned with the contract, work or project provided that- (a) The accepted value of the contract exceeds Rs.10 Lakhs (Rs. Ten Lakhs) (b) Amount of claim is not less than Rs.1.00 lakh (Rupees one lakh)
- 36.3** 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-facia 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 Standing Committee at Government level for suitable decisions.

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37. Corrupt or Fraudulent Practices

- 37.1. The Employer will reject a proposal for award if it determines that the Bidder Recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question and will declare the firm ineligible, either indefinitely or for a stated Period of time, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in Corrupt or fraudulent practices in competing for the contractor, or in execution.
- 37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub- Clause 59.2 of the Conditions of Contract.

38. Additional Conditions :

- 38.1 आपणांस मंजूर करण्यात आलेल्या कामापोटी आवश्यक असलेली गौण खनिज स्वामित्व धन (रॉयल्टी) रक्कम GRAS प्रणाल्याद्वारे मा. जिल्हाधिकारी, जिल्हाधिकारी कार्यालय (खजिकर्म विभाग) नाशिक यांचेकडे परस्पर भरणा करण्यात यावी. व सदरील भरणा करण्यात आलेल्या रकमेची पावती प्रथम देयकासोबत सादर करण्यात यावी.
- 38.2 महाराष्ट्र शासन महसूल व वनविभाग शासन परिपत्रक दि. 18.03.2021 अन्वये प्राप्त झालेल्या आदेशान्वये मुद्रांक अधिनियमाच्या प्रचलित तरतूदीनुसार या कार्यकत्राटाबाबत मुद्रांक शुल्क आकारणी करावयाची असल्याने आपण या कार्यवाहीसंबंधीत आवश्यक असलेले मुद्रांक शुल्क सह. जिल्हा निबंधक (वर्ग-1) तथा / किंवा मुद्रांक जिल्हाधिकारी यांचेकडे परस्पर भरून त्याप्रित्यर्थ प्राप्त होणारी मुद्रांक शुल्क भरणा पावती /पोहोच काम सुरु करण्यापुर्वी या कार्यालयाकडे तात्काळ जमा करावी.
- 38.3 देयके सादर करतांना मोजमापे योग्य असल्याचे मोजमाप पुस्तकावर ठेकेदाराचे प्रमाणित सही, विमा पॉलिसीचे प्रमाणित प्रती, रॉयल्टी, भरल्याचे चलन अथवा रॉयल्टी व हे संबंधीत शाखा अभियंता यांचे निर्देशनास आणावे.

ADDITIONAL CONDITIONS :**(A) BID Capacity :**

Bidders shall upload QR based Bid Capacity Certificate downloaded on or before two days of submission from Portal "bidcap.emahapwd.com". If this bid capacity Certificate is not uploaded then tender shall be treated as non responsive.

(B) Technical Personnel Deployment :

Bidders shall fill the relevant information of key persons and Technical Staff available with him in the formats and fields specified on "bidcap.emahapwd.com" Portal.

One of the total Key person and Technical Staff available with bidder shall upload the staff he desires to deploy for this work. This statement shall be downloaded from portal "bidcap.emahapwd.com". Bidder shall upload the QR based statement downloaded on or before two days of submission.

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BID Offer :

As per GR CAT / 2024/CR 162 / Bldg.-2 if a bid is received for a price exceeding 10% of the tender price, a direct re-tendering process should be implemented without submitting the bid to the Tender Acceptance Committee and without negotiating at the regional level. Further negotiations should be conducted in the interest of the Government only regarding the bids up to 10% in excess.

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APPENDIX TO ITB
Instructions to Bidders

1. Name of the Employer is
Executive Engineer, Public Works Division, Nashik [Cl. 1.1]
2. To qualify the award of the contract each bidder in his name should have last Five years. i.e. 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25.
3. This maximum annual financial turn over should have amount is **Rs. 985.70 Lakhs** [Cl. 4.4A(a)]
4. Satisfactorily completed as a prime contractor of [Cl. 4.4A(b)]
Similar type of work (**C.C. Road Work**) during last Five years
i.e. 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 as follows :
 - a) Three Similar Type (**C.C. Road Work**) of work having work wise cost of each work not less than **40%** of tender cost at price level 2025-26. (Rs. 788.56 Lakhs x 3 Works)
 - b) Two Similar Type (**C.C. Road Work**) of work having work wise cost of each work not less than **50%** of tender cost at price level 2025-26. (Rs. 985.70 Lakhs x 2 Works)
 - c) One Similar Type (**C.C. Road Work**) of work having work wise cost of each work not less than **80%** of tender cost at price level 2025-26. (Rs. 1577.11 Lakhs x 1 Works)

FOR CIVIL WORK PORTION

5. Satisfactorily executed in any one year of last Five Years
For the following minimum quantities of the work in
2020-21, 2021-22, 2022-23, 2023-24 and 2024-25
(Information to be Uploaded in Statement No. VI) in support of
this quantity Certificates issued by the officer not below the rank
of Executive Engineer should be produced. [Cl. 4.4A(c)]

Sr.No.	Item of Work	Quantity	Unit
1	Cement Concrete M-40	521.46	Cubic Meter
2	Cement Concrete M-25 to M-30	490.61	Cubic Meter
3.	G.S.B.	2745.32	Cubic Meter
4.	D.L.C.	1332.72	Cubic Meter

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6. The pre-bid meeting will take place at In the office of the
Chief Engineer [Cl. 9.2.1]
Public Works Region, Nashik on **Dt. 08.06.2026 at 12.00 Hrs.**
7. The bids will be opened at In the office of the Superintending Engineer Public Works
 Circle, Nashik as schedule mention in NIT.(If Possible)
8. Name and Address of the Employer
 and contact person **Executive Engineer,**
Public Works Division, Nashik
9. The Bid should be submitted latest by (As per NIT)
10. Escalation factors (for the cost of works executed and financial figure to a common
 base value for works completed)

<u>Year before</u>	<u>Multiply factor</u>
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

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ANNEXURE - I

List of Key Plant & Equipment to be deployed on Contract Work

[Reference Cl. 4.5 (B) (a)]

A) QUESTIONNAIRE ON MACHINERY:-

Performa for information regarding availability / procurement of machinery required for this work.

Sr. No.	Machinery	No. of Machinery	
1.	Ready Mix Concrete (RMC) Plant 120 Cum. Per Hour Capacity with SCADA Enabled System (With Chilling Plant)	01	Owned
2.	Fixed Form Concrete Road Paver Finisher 5.5 Mtr.	01	Owned
3.	Vibrator Road Roller	02	Owned
4.	Tipper / Truck / Tractor	04	Owned
5.	Water Tanker (5000 Liters)	02	Owned
6.	Hydraulic Excavator (JCB / Poclain)	02	1 Owned and 1 Hired
7.	Sand Screening Cum Washing Unit Electrically or Diesel Operated 4/6 Cubic Meter Per Hour Capacity	01	Owned
8.	Concrete Transit Mixer	06	Owned
9.	Motor Grader	01	Owned
10.	Static Roller 8 to 10 Tonne / Smooth Wheeled Power Roller	01	Owned
11.	Bitumen Plant Drum Mix	01	Hired
12.	Boiler	01	Hired

Note :

- 1) The life of new machinery will be considered as 15 Years.
- 2) There will no need of fitness certificate from SE (Mechanical) for First 10 Years.
- 3) After 10th Year the machinery shall be checked and certified for its fitness by SE Mechanical/ACE (Mechanical) every year till the 15th years.
- 4) After the 15th year, the Contractor will get machinery certified every year from SE/ACE (mechanical) and produce the certificate of fitness. The Certificate will be required for machinery where it is necessary and not issued by RTO.
- 5) If the above mentioned machinery in respect Sr. No. 1 to 6 in ANNEXURE- I is less than 6 years old then tenderer shall have to upload the certificate regarding SCADA in lieu of certificate of Assistant Chief Engineer (Mechanical). In all other cases tenderer have to upload certificate of Assistant Chief Engineer (Mechanical)

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regarding SCADA. In the absence of these certificate, the Envelop No. 2 (Financial Bid) shall not be opened.

- (6) In respect of Hired Machinery (if specified) Tenderer must upload the scanned copy of original agreement on appropriate stamp paper executed for hired with the company who possess the said machinery along with the documentary proof of owner ship who owned the machinery in envelope No. 1.

Condition Regarding Machinery :

- 1) If the Machinery is not more than 6 years old, the contractor has to provide TAX invoice (VAT or GST as the case may be) and the transaction details of the purchase of the said machinery i.e. bank statement or bank pass book, No Dues documents in this regard will be considered.
- 2) In the case of pre-owned machinery i.e. purchase / procured from another owner/ user of the machinery, scanned copy of following documents shall be attached.
 - (a) Proof of Ownership of Previous Owner ie. Tax Invoice / Transfer Agreement.
 - (b) Sale Agreement of Machinery.
 - (c) Proof of Payment made to the previous owner i.e. bank transaction details.
- 3) In the case of machineries for which R.T.O. passing is required like Bouzer. Transit Mixer etc. the contractor shall submit scanned copy of the R. C. Book of the said machinery. In case such documents are not readable, the department may call the certified copy of the RTO office.
- 4) The Contractor have his owned Concrete Mixer of Capacity with Weigh Batchter in in the premises of Construction area as directed, from 30 days of issue of work order. In this respect Tenderer have to submit an additional Security of Rs.5,00,000/- (Rupees Five Lakhs Only.) in form of FDR in the account of **Executive Engineer, Public Works Division, Nashik**, copy of FDR of the same should be uploaded in Envelope No.1. failing to which tenderers Envelope No. 2 shall not be opened.
- 5) No extension of time limit shall be granted at any level for giving trial run after 30th day from the date of issue of work order.

ANNEXURE-II

List of Key Personnel to be deployed on Contract Work [Reference Cl. 4.5 (B) (b)]

[Reference Cl. 4.5 (B) (b)]

Technical Personnel	Number	Experience in Road Works
Project Manager	1	3 Years of Diploma + 6 Years
Site Engineer	2	B.E. Civil + 3 Year of D.C.E. + 5 Years.
Quality Surveyor	2	B.E. Civil + 3 Years of D.C.E. + 5 Years
Quality Control Engineer	1	B.E. Civil + 5 Years or D.C.E. + 5 Years

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SECTION 2

QUALIFICATION INFORMATION

SECTION – 2**Qualification Information**

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders

Constitution or legal status of Bidder : _____

Place of registration : _____

Principal place of business : _____

Power of attorney of signatory of Bid : _____

2. Total annual value of civil engineering Construction work executed and payments received in the last Five years preceding the year in which bids are invited. (In support of this, attested copy of Annual Audit Report certified by the Chartered Accountant in which indicates contract receipts should be submitted.

Sr. No.	Year	Rs. In Lakhs
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	2023-24	
5.	2024-25	

3. Work performed as prime Contractor (in the same name and style) on Construction works of a similar nature and value over the last Five years. In support of this the work done certificate issued by competent authority (i.e. not below the rank of Executive Engineer) should be submitted. (Also submit the Information in following format.)

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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any
1	2	3	4	5	6	7	8	9

1.3.2. Satisfactorily executed in any one year of last Five years for the following minimum quantities of the work in 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) (information to be uploaded in following statement .) *In support of this executed quantity certificate issued by competent authority (i.e. not below the rank of Executive Engineer) should be submitted.*

Name of Work : _____

Date of Completion : _____

Completion Cost : _____

Year of Execution : _____

Sr. No.	Description of Item	Quantity Executed	Unit	Remark
1				
2				
3				
4				
5				
6				
7				

1.4. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works :

Description of Work	Place and State	Contract No & Date	Name and Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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Information should be submitted in above format. (In support of this the work in hand certificate as on the date of submission issued by competent authority (i.e. not below the rank of Executive Engineer) should be submitted.)

(B) Works for which bids already submitted:

Description of Work	Place and State	Name and Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- 1.5** Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased

Note :

Required documents regarding Proof of Ownership for above Machinery should be submitted

- 1.6** Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.2 of Part-I General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

- 1.7** Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part-I General Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-contractor (name and address)	Experience in similar work

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Note

The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

- 1.8 Financial reports for the last Five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

- 1.10 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Employer	Cause of dispute	Litigation where (Court/arbitration)	Amount involved (Rs. In Lakh)	Remarks Showing present status

- 1.11 Proposed Programme. Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

- 1.12 Affidavit of correctness. (Section-3 Qualification information para 1.12)

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Annexure - I**AFFIDAVIT**

(On Rs. 100/- Stamp Paper)

(Separate for Each Work)

Name of Work : _____

I..... age..... Address
 (Authorized signatory to sign the contract), hereby submit,
 vide this affidavit in truth, that I am the owner of the contracting firm.....
 / authorized signatory and I am submitting the documents in
 envelope No.1 for the purpose of scrutiny of the contract. I hereby agree to the
 conditions mentioned below :

1. That I have submitted on line Tender for the work (Name of Work) on portal <http://mahatenders.gov.in> of P.W.D.
 2. That I have carefully gone through, read, thoroughly studied and understood all terms and conditions, specification included in the tender document (Tender Form, Detail Tender Notice, Conditions and Specifications common set of Deviations drawings etc.) I hereby accept all these conditions. I agree to abide by the terms and condition in the tender document and agree to execute the work as per terms and conditions, specifications laid down in the tender document.
 3. That I have furnished EMD (Earnest Money Deposit) from the Bank Account in the name of my firm only.
 4. I do hereby state on oath that the documents uploaded by in Envelope No. 1 of this tender are true, correct and bonafied. There are no errors and omissions in the uploaded documents.
 5. I do hereby the state on oath that the value of work in hand (Value of B) is accurate on the date of submission of this tender. If in the future it is found wrong or misleading. I am liable for action under Indian Penal Code, if any papers are found false/ fraudulent during contract period and even after the completion of contract.
 6. I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper / information submitted in Envelope No. 1.
 7. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
 8. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department ! Project implementing agency.
-

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9. I am neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification and other documents for the project or being proposed as Project Manager for the Contract.
10. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitting by my staff, subletting company or by myself. I will be liable for action under Indian Penal Code.
11. I am liable for action under Indian Penal Code if any paper are found false/ fraudulent during contract period and even after the completion of contract (Finalisation of Final Bill)
12. I / We hereby solemnly agree that, I/ We have willingly entered into the contractor with Public Works Department, Government of Maharashtra for the work of (Name of Work) for the said work, I/ We am / are buying the required quantity of asphalt having stipulated specifications from the refinery of IOC / HP / BP / Private Sector. I / We am / are also aware of the fact that after receiving the said quantity of asphalt from the refinery, it is mandatory upon me to deposit the original copy / copies of challan of asphalt in the office of Executive Engineer in charge of the work or his authorized officer. I / we also agree that if I fail to produce sufficient documentary evidence i.e. original copy / copies of challan for the purchase of asphalt. I will be totally held responsible for this non compliance and in such a case I will be responsible for any actions which the department may deem fit to impose on me / us or legal proceedings as per prevailing law.

Hence this Affidavit.

Place :

Date :

Signature of Contractor
(Signed by an Authorized Officer of the Firm)

[The Bond of the above Affidavit should be submitted on a Rs. 100/- Non Judicial Stamp Paper and it shall be notarized)

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Annexure – II
Affidavit

(On Rs. 100/- Stamp Paper)

(Separate for Each Work)

Name of Work _____

I _____ Age _____ Address _____

(Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm _____ / Authorized signatory and I am submitting the documents in envelope No. 1 for the purpose of scrutiny of the contract. I / We here by agree to the condition of contract that I/ We shall not claim any compensation / Interest from Government on Account of delay in payment of R.A. Bills / Final Bill due to paucity of funds.

Date :

Place :

Contractor's Signature & Seal of Contractor

Annexure – III**UNDERTAKING**

(Undertaking shall be submitted in stamp paper of Rs. 100/-)

I, the undersigned do hereby undertake that our firm M/s
..... would invest a minimum cash upto **25%** of the work during
implementation of the contract.

Annexure - IV

(Separate for Each Work)

Affidavit

[Affidavit on stamp paper of Rs 100/- registered before the notary or
Executive Magistrate]

I/We the undersigned, hereby undertake that for the work _____

_____ we have our owned Hot Mix Plant located at _____ in working condition. This plant is located at such a location that required Batch Mix material can reach the worksite as per the latest Govt. Circular & published by M.O.R.T. & H New Delhi latest Specifications.

AND ALSO (IF APPLICABLE)

We don't have our owned Hot Mix Plant within vicinity of above work to satisfy latest MORT & H specifications.

We undertake to shift our owned Hot Mix Plant and Machinery at such a location that it will satisfy all the specifications of MORT & H within 30 days of receipt of work order. We are enclosing a F.D.R. for Rs.5.00 Lakhs as a security for the same. In case if not shifted plants & machinery and not able to give trial run the said additional security shall be encashed without any notice to us and shall be credited to Government revenue.

Contractor's Signature & seal of contractor

Additional Condition for OFFSET VALUE**Additional tender condition for dismantling the existing building :-**

- 1) Before Starting the construction of proposed building, existing structures constructed on site shall have to be dismantled and it is obligatory on the part of Contractor to pick up ,Carry and dispose off the dismantled material far away from the site of construction at his own cost.
- 2) The Minimum Offset Value of the above condition is **Rs.** which includes the cost of dismantling the existing structures and the cost of material obtained by Dismantling the existing building.
- 3) The above Minimum Offset Value may change while actual dismantling of existing building and if any increase in the Offset value, the Contractor has to be deposited the increased Offset Value thereafter.
- 4) The Contractor has to deposited Minimum Offset Value **Rs.** at the time of deposit of Security Deposit by Demand Draft drawn on any Nationalized/ Scheduled Bank in the name of **"Executive Engineer, Public Works Division, Nashik"**
- 5) Similarly, the difference in Minimum Offset Value and Increased offset Value after dismantling the existing building, has to deposited by the Contractor by Demand Draft drawn on any Nationalized/ Scheduled Bank in the name of **"Executive Engineer, Public Works Division, Nashik"** immediately after come to known as increased.

PUBLIC WORKS DEPARTMENT

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT FACILITIES****(CLAUSE 4.2 (i) OF ITB)****BANK CERTIFICATE**

This is to certify that M/s.....is a reputed company with a good financial standing.

If the contract for the work, namely.....
..... is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the.....
extent of Rs.....
..... to meet their working capital requirements for executing the above contract during the contract period.

(Signature)
Name of Bank
Senior Bank Manager

Address of the Bank

(Not required for works costing less than Rs. 5 Crores)

PUBLIC WORKS DEPARTMENT

TENDER FOR WORKS

I/We hereby tender for the execution, for the Governor of Maharashtra (here-in-before and here-in after referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum for a Item Rate Contract of Rs. _____

and in accordance in all respects with the specifications, designs, drawing and instructions as per conditions of contract.

MEMORANDUM

- A) Name of Work : Improvement of Road Ambedkar Nagar, Goverdhan, Jalalpur, Mahadev Nagar, Fravashi International School (Old Girnare Road) Tamata Market Girnare, Naikwadi Sadgaon, Valdhmet Road MDR-208 Km. 8/500 to 20/00, Tal. and Dist. Nashik**
- B) Estimated Cost Rs. 19,71,39,390.00**
- C) Earnest Money Rs. 9,86,000.00**
to be via online using
NEFT/ RTGS or
Payment Gateway
Mode
- D) Performance Security**
- i) Initial Security Deposit **Rs. 9,86,000.00**
- ii) To be deducted from current bills **Rs. 9,86,000.00**
- Total..... Rs. 19,72,000.00**
- E) Percentage, if any, to be deducted from bills and by cash 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. 1 (One) Percent**
- F) Retention Money** The proportion of payments retained (Retention money) shall be 4% from each bill.
- G) Time allowed for the work from date of written order to commence. 18 (Eighteen) Calender Months (Including Monsoon)**

2) Amount to be specified in Words and in Figures : Receipt No.
dated from Govt. Treasury or Sub-Treasury at
..... in respect of sum of **Rs. 9,86,000/-** is herewith forwarded
representing the earnest money, the full value of which is to be absolutely forfeited to the
Govt. should I/ We not deposit the full amount of Security Deposit specified in the above
Memorandum otherwise the said sum of Rs. shall be refunded.

+ Contractor.....Address
.....
.....
.....

(Occupation).....

[illegible]

Executive Engineer

SECTION 3

CONDITIONS OF CONTRACT

PUBLIC WORKS DEPARTMENT

SECTION 3
CONDITIONS OF CONTRACT

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Conditions of Contract

A.GENERAL

1. Definitions

- 1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the, Works.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

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The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3. The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contractor's Bid

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- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

- 3.1. The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

- 4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

- 5.1. The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel all delegation after notifying the Contractor.

6. Communications

- 6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting

- 7.1. The Contractor may sub-contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

8. Other Contractors

- 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve

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any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

- 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

- 12.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. INSTRUCTION REGARDING WORK INSURANCE POLICY

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks.

- (a) Loss of or damage to the Works. Plant and Materials:
- (b) Loss of or damage to Equipment:
- (c) Loss of or damage of property (Excluding shifting of Utility Services) kept the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

- 13.2 (Contractor shall take out necessary Insurance Policy / Policies (viz. Contractors' All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the "Directorate of Insurance, Maharashtra State, Mumbai" only,

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Its postal address for correspondence is "264, MHADA, First floor, Opp. Kalanagar, Bandra (E), Mumbai-400051". (Telephone Number 26590403 / 26590690 and Fax Number 26592461 / 26590403). Similarly all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance Policy, Insurance Policy / Policies taken out from any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers. (As per revised circular issued by Dy. Directorate of Insurance Maharashtra State vide letter No. प्राविनी/ 2310/ साबावी/ विमा/ वसुली/अभि-3 dated 8.9.2010 below mentioned percentage for insurance of contract work shall be added in the recapitulation sheet while framing the estimate as it is not considered in the D.S.R. while arriving at rates and the amount incurred by contractors for insurance of work shall be reimbursed on production of documentary evidence and after checking

a) Work value upto Rs. 25.00 lakhs - 0.50% b) Work value above Rs. 25.00 lakhs = 1.00%.)

- 13.3 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.4 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.6 Both parties shall comply with any conditions of the insurance policies.

13.7 CESS ON BUILDING & CONSTRUCTION LABOUR WELFARE

An amount of equal to one percent on amount of tendered amount shall be deducted from the payment of contractor as a cess on building & construction labour welfare. The deducted amount shall be remitted in to account number 00422010000153 in the Bank of India of Chairman, Maharashtra Building & Other construction labour welfare circle, Mumbai.

14. Site Investigation Reports

- 14.1. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

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15. Queries about the Contract Data

- 15.1. The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

- 16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to be Completed by the Intended Completion Date

- 17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2. The Contractor shall be responsible for design of Temporary Works.
- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.
- 18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

- 19.1. The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

- 20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

- 21.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

PUBLIC WORKS DEPARTMENT

22. Access to the Site

- 22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

- 23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.
- 23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Deleted**25. Procedure for Disputes :**

- 25.1 Except where otherwise specified in the contract and subject to the powers delegated to him by Govt. under the code, rules then in force. The decision of the Superintending Engineer of the circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions here in before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right, matter, or things whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or other conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.
- 25.2 The contractor may within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the Chief Engineer concerned with the contract, work or project provided that-
- (a) The accepted value of the contract exceeds Rs.10 Lakhs (Rs. Ten Lakhs)
 - (b) Amount of claim is not less than Rs.1.00 lakh (Rupees one lakh)
- 25.3 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-facia 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 Standing Committee at Government level for suitable decisions.

26. Deleted (Replacement of Dispute Review Expert)

B. TIME CONTROL**27. Programme**

- 27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date-

- 28.1 The Engineer shall extend the intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining works, which would cause the contractor to incur additional cost.
- 28.2 The Engineer shall decide whether and by how much time to extend the intended completion date as per the actual requirement of the work.
- 28.3 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 Executive Engineer 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, whichever is earlier ever and the Executive Engineer, may, with prior approval of the authority component to accept the tender if in his opinion, there are reasonable ground for granting an extension, grant such extension as he thinks necessary or proper the decision of the Executive Engineer in this matter shall be final.

29. Deleted

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30. Delays Ordered by the Engineer

- 30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

- 31.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

- 32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL**33. Identifying Defects**

- 33.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect

34. Tests

- 34.1. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

- 35.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT

Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

- 35.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

If during the period as specified in column A in table attached from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or period as specified in Column B in table attached 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 the 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 portion 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 there for in the said notice, and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor.

The contractor shall forth with on demand pay to the Government the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer 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 thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by Government. शासन निर्णय क्र. संकिर्ण-२०१८/प्र.क्र. १५१/ इमारती-२, मंत्रालय, मुंबई-३२ दिनांक १४/०१/२०१९

Sr. No.	Particular	DLP for	Column A DLP from date of completion	Column B DLP from date of commencement
A)	For Building original work	1) RCC frame work	120 Months	.....Months
		2) Load bearing work	120 Months	..... Months
		3) Water proofing work	120 Months	.....Months
B)	For Building Repairs	1) SDR/CTR repairs	60 Months	..... Months
		2) Special repairs	24 Months	.....Months
		3) Current repairs	12 Months	..... Months
C)	For Road Bituminous works / Flexible pavement	1) Construction of road as per design	60 Months	.....Months
		2) Strengthening / Two layer MPM/BM	36 Months	.....Months

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT

		3) DBM layer & B.C./ O.G.C. layer or First stage construction as per design	36 Months	.....Months
		4) BT Renewal single layer	24 Months	..... Months
		5) Patches of MPM/ BM/ DBM in single layer & B.C./ O.G.C. layer	24 Months	.....Months
D)	For Road Work Concrete/ Rigid Pavement-	1) crush Thickness 30cm & above as per design	120 Months	138 Months
		2) Internal Road,& other categories road	36 Months	.....Months
		3) Concrete paver block works	60 Months	.....Months
E)	For Road Metalling works Current repairs for road	Road Metalling works	12 Months	30 Months
		Current repairs for road	12 Months	..... Months
		1) Pot hole filling with bitumen & geru lime painting	12 Months	..... Months
		2) Board fixed as per IRC norms	60 Months	78 Months
		3) Informatary /Direction Thermoplastic paint	36 Months	54 Months
F)	For Bridge and C.D. Works	1) Bridge original work	240 Months	258 Months
		2) Slab drain and pipe culvert	120 Months	138 Months
		3) Concrete Built up gutter	120 Months	.....Months
G)	For Bridge repair work	1)Special repair i.e. changing of bearing, expansion joint parapet wall reconstruction, fitting of pipe railing Jacketing or abutment/pier	60 Months	78 Months
		2) Bridge wearing course	60 Months	..... Months
		3) epoxy Painting with painting & other repairs	36 Months	..... Months
H)	Other Work	Other Work	36 Months	54 Months

36. Uncorrected Defects

- 36.1. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL**37. Bill of Quantities**

- 37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

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- 37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Claims for Quantities entered in the Tenders :

- 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 of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantities of the items 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/-
- 38.2 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 sub-clause (1) hereof on the same conditions as and in accordance with 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 tenders were invited.
- 38.3 Claims arising out of reduction in the tendered quantity of any item beyond 25 % will be governed by the provisions of clause 15 only when the amount of such reduction beyond 25 % at the rate of the item specified in the tender is more than Rs. 5000/-.

(Ref. : 1) Govt. Circular No. संकिर्ण -2004/ प्र.क्र. 85 / रस्ते-1 दि. 11.06.2004 / 03.08.2018 2) Govt. Circular No. CAT/2017 / प्र.क्र. 8/ इमा-2 दि. 22.10.2018

39. Variations :

- 39.1 All variations shall be included in updated Programmes produced by the Contractor.

40. Payments for Variations :

- 40.1 The contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.
- 40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 40.3 If the Contractor's quotation is unreasonable, the Engineer may order the variation and make a change to the contract price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's Cost.

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40.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

40.5 The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

41. Cash Flow Forecasts

41.1. When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42. Payment Certificates

42.1 The Contractor shall submit to the Engineer monthly statements of the estimate value of the work completed less the cumulative amount certified previously, in the prescribed form by the Engineer. The Quantities of work done during the month shall be supported by the levels and work in drawings. This will be compulsory to the contractor while submitting the monthly work done estimate value.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer normally within 15 days of the date of each RA Bill, subject to availability of funds and subject to quality and quantities of work done are acceptable to Engineer-In-Charge. However delay in payment for whatsoever reason, contractor shall not be entitled for any monetary claims.

43.2. Deleted

43.3. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

43.4 Contractor shall submit a certificate to the effect that **“All the payments to the labour/staff are made in bank accounts of staff linked to Unique Identification Number (AADHAR CARD)”**. The certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract.

ठेकेदाराने वरील कामावर लावलेल्या कामगारांना किमान वेतन दिल्याचा कामगार आयुक्त यांचा दाखला तसेच शासन निर्णय दि. 9/12/2016 च्या शासन निर्णयानुसार कंत्राटदाराने त्याच्या आस्थापनेवर नियुक्त मजुर व अन्य कर्मचाऱ्यांचे वेतनाची अदायगी आधार कार्ड संलग्नीत असलेल्या बँक खात्याव्दारेच होत असल्याबाबतचा तपशील सविस्तरपणे नमुद करुन तसेच प्रतिज्ञापत्र हमीपत्र/ बंधपत्र रुपये 100/- च्या स्टॅम्पवर (नोटरी करुन) अंतिम देयकासोबत सादर करण्याची कार्यवाही करावी.

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- 43.5 The rates for several items of works estimated to cost more than Rs.1,000/- 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 cases where the items of work are not accepted as so contemplated by the Engineer-in-charge he 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.

44. Compensation Events

- 44.1. Compensation shall be applicable and only extension may be considered on merits if not on part of Contractor
- 44.2. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45. Tax

- a) **GST shall be payable on the accepted contract value at prevailing rates separately. Contractor shall quote his rates excluding GST.**
- b) **GST shall be payable on the accepted contract value at prevailing rates separately. Contractor shall quote his rates excluding GST. Amount of GST @ 2% i.e. 1% C.G.S.T. + 1% S.G.S.T. will be deducted at source (TDS).**

46. Currencies

- 46.1 All payments shall be made in Indian Rupees.

47. Price Variation Clause :

If during the operative Period of the Contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial Workers for Nashik Center as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the Whole-sale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India or in the price of petrol / oil, and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

1. Labour component
2. Material component
3. Petrol, Oil and Lubricants Component
4. Bitumen Component
5. HYSD & Mild. Steel Component
6. Cement Component
7. C.I. and D.I. Pipes Component

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

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1.	Labour Component - K ₁	11.54%
2.	Material Component - K ₂	86.08%
3.	POL Component - K ₃	02.38%
	Total.....	100.00%
4.	Bitumen Component – VG-30 grade	Rs.
5.	Bitumen Component – VG-10 grade	Rs. Nil.
6.	TMT Fe 500 Reinforcement	Rs.
7.	Structural Steel (Other)	Rs.
8.	Cement	Rs.
9.	IS NP2 Class of 600 mm. dia pipe	Rs.
10.	IS NP2 Class of 900 mm. dia. Pipe	Rs.
11.	IS NP2 Class of 1000 mm. dia. Pipe	Rs.

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

1) FORMULA FOR LABOUR COMPONENT :

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

Where,

V₁ = Amount of price variation in Rupees to be allowed for Labour component.

P = Cost of work done during the quarter under consideration minus the cost of Cement, HYSD & Mild. Steel, Bitumen, C.I. and D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

	Kind of Material	Star Rate
1.	Bitumen Component – 30/40 grade VG-40	Rs. 68800.00/ M.T.
2.	Bitumen Component – 60/70 VG-30 grade	Rs.
3.	TMT Steel	Rs. 61000.00 / M.T.
4.	Structural Steel	Rs.
5.	Cement	Rs. 6000.00 / M.T.
6.	IS NP2 Class of 450 mm. dia pipe	Rs. 1074.00 / Rmt.
7.	IS NP3 Class of 600 mm. dia. Pipe	Rs.
8.	IS NP3 Class of 1000 mm. dia. Pipe	Rs. 8266.00 / Rmt.
9.	IS NP2 900 mm. dia. Pipe	Rs.

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K_1 = Percentage of Labour Component as indicated above.

L_0 = Basic Consumer Price Index for Mumbai center shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

L_1 = Average Consumer Price Index for Mumbai center for the quarter under consideration.

2) FORMULA FOR MATERIALS COMPONENT

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

Where,

V_2 = Amount of price variation in Rupees to be allowed for Materials component.

P = Same as worked out for Labour component.

K_2 = Percentage of Materials Component as indicated above.

M_0 = Basic wholesale Price Index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

M_1 = Average wholesale Price Index during the quarter under consideration.

3) FORMULA FOR PETROL, OIL AND LUBRICANT COMPONENT :-

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

Where,

V_3 = Amount of price variation in Rupees to be allowed for POL component.

P = Same as worked out for Labour component.

K_3 = Percentage of Petrol, Oil & Lubricant Component.

P_0 = Average price of HSD at Mumbai during the quarter preceding the month in which the last date prescribed for receipt of tender falls.

P_1 = Average price of HSD at Mumbai during the quarter under consideration.

4) FORMULA FOR BITUMEN COMPONENT :-

$$V_4 = QB (B_1 - B_0)$$

Where,

V_4 = Amount of price variation in Rupees to be allowed for Bitumen component

QB = Quantity of Bitumen (Grade 30/40 & Grade 60/70) in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration

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B_1 = Current, average ex-refinery price per metric tonne of Bitumen (Grade 30/40 & Grade 60/70) under consideration excluding taxes during the quarter under consideration.

B_0 = Basic rate of Bitumen in rupees per metric ton as considered for working out value of P. or average ex-refinery price in rupees per metric ton excluding taxes of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribe for receipt of tender; falls, whichever is higher.

5) FORMULA FOR HYSD AND MILD STEEL COMPONENT :-

$$V_5 = \frac{S_0 (SI_1 - SI_0)}{SI_0} \times T$$

Where,

V_5 = Amount of price variation in Rupees to be allowed for H.Y.S.D. Steel component.

S_0 = Basic rate of H.Y.S.D. Steel in rupees per metric tonne as considered for working out value of P

SI_1 = Average Steel Index as per RBI Bulletin during the quarter under consideration.

SI_0 = Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

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

6) FORMULA FOR CEMENT COMPONENT :-

$$V_6 = \frac{C_0 (CI_1 - CI_0)}{CI_0} \times T$$

Where,

V_6 = Amount of price escalation in Rupees to be allowed for Cement component.

C_0 = Basic rate of cement in rupees per metric tonne as considered for working out value of P.

CI_1 = Average of cement Index published in the RBI Bulletin for the quarter under consideration.

CI_0 = Average of cement Index published in the RBI Bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender falls.

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

7) FORMULA FOR C.I./ D.I. PIPE COMPONENT :-

$$V_7 = Q_d (D_1 - D_0)$$

Where,

V_7 = Amount of price escalation in rupees to be allowed for C.I./D.I. pipe component.

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D_0 = Pig Iron basic price in rupees per tonne considered for working out value of P

D_1 = Average Pig Iron price in rupees per tonne during the quarter under consideration (published by IISCO)

Q_d = Tonnage of C.I./D.I. pipes used in the works during the quarter under consideration.

The following conditions shall prevail :

- i) The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices, L_1 , M_1 , C_1 , P_1 , B_1 , $S1_1$ and $C1_1$ to the levels corresponding to the date from which such compensation is levied.
- ii) This price variation clause shall be applicable to all contracts in B1/B2 & C from but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iii) The price variation under this Clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the contract from B1/B2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/ execution of extra items as well as extra quantities under Clause 38/37 of the contract from B1/B2 extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.
- iv) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.
- v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

48. Retention

- 48.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

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48.2. On Completion of the whole of the Works total amount retained is repaid to the Contractor after contract Period has passed and the Engineer has certified that all the works completed as per specification of contract document.

48.3 On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank Guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50. Deleted

51. Advance Payment

51.1 to 51.3 - Deleted

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51.4 Secured Advance

The Engineer if he thinks fit to do so, may make advance payment in respect of materials brought by the contractor on work site intended for immediate utilization on works but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data. Form 31 as set forth in Section-8 of shall be submitted along with secured advance.

- a) The materials are in accordance with the specification for Works.
- b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks.
- c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer.
- d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof.
- e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and
- f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.

52. Securities

- 52.1 The Performance Security (including additional Performance security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid up to more than one month from the date of expiry of Defects Liability Period and the additional Performance security for unbalanced bids shall be valid up to more than one month from the date of issue of the certificate of completion.

53. Deleted**54. Cost of Repairs**

- 54.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT**55. Completion**

- 55.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

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56. Taking Over

- 56.1. The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57. Final Account

- 57.1. The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. **If** it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. **If** the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

- 58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

- 59.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 59.2. Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The programme for tendered work will be issued by engineer in charge failing to comply with the programme by more than 15 days, the contract is liable for termination.
 - (b) Deleted.
 - (c) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (b) Deleted.
 - (e) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (f) The Contractor does not maintain a security which is required;
 - (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

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- (h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

59.3 Deleted

59.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

60. Payment upon Termination

60.1 If the-Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2 Deleted.

61. Property

61.1. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance

62.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notifications /bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer, Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) **Workmen Compensation Act 1923** :-The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972** :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952**:The Act Provides for monthly contributions by the employer plus workers @ 10%or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.

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- d) **Maternity Benefit Act 1951**:-The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970**:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal

Employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.

- f) **Minimum Wages Act 1948** :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) **Payment of Wages Act 1936**:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979** :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc. **Payment of Bonus Act 1965** :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3S00/-per month or less. The bonus to be paid to employees getting Rs.2S00/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2S00/ -per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) **Industrial Disputes Act 1947** :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946** :-It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to SO). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) **Trade Unions Act 1926** :- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

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- m) **Child Labour (Prohibition & Regulation) Act 1986** :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979** :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996** :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948**:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities.
It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3. ARBITRATION (GCC Clause 25.3)

No Arbitration is Allowed

4. TREE PLANTATION :

- 4.1 Contractor shall plant trees as a social responsibility, Number of trees to be plants are the trees are to be planted along the road side at around 30 meter c/c. If land is not available along the road side, the trees are to be planted at the Govt. land or private land as directed by Engineer in charge. Tree samplings shall be of minimum height 1.50 m. or age 3 years, whichever achieved earlier. Contractor shall also maintain (Watering, applying manure, erecting tree guards, maintain the trees live) the trees till the end of defect liability period.
- 4.2 Trees shall be planted within 45 days from the date of work order. Plantation done should be ascertained by Executive Engineer and certified that the plantation has been done by concerned Executive Engineer. A certificate to that extent shall be

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issued by Executive Engineer concerned and shall be attached with final bill and then only final bill is to be paid.

While releasing Security Deposit after completion of D.L.P., Certificate regarding survival of tree planted will be mandatory, without which Security Deposit should not be released.

- 4.3 Employer shall recover Rs. 2000/- per tree not planted/ not maintained during post contract maintenance period, from the Security Deposit / Performance warranty of the contractor.

SECTION - 4

CONTRACT DATA

SECTION – 4

CONTRACT DATA

		Clause Reference with respect to Section 3															
	Items Marked "N/A" do not apply in this Contract																
1.	The Employer is Name Executive Engineer, Public Works Division, Nashik on behalf of Governor of Maharashtra Address : Nashik	Cl. 1.1															
2.	The Engineer is Executive Engineer, Public Works Division, Nashik																
3.	Procedure for Disputes -	Cl. 25															
4.	The Defects Liability Period as Separate Sheet attached under the scope of the Tender	Cl. 1.1 and 35															
5.	The start Date shall be from the date of issue of the Notice to proceed with the work i.e. Work Order.	Cl. 1.1															
6.	<p>The intended completion date for the whole of the works is 18 (Eighteen) months including the monsoon after start of work with the following milestones.</p> <table border="1"> <thead> <tr> <th>No.</th><th>Physical Works to be completed</th><th>Period from the start date</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Milestone 1 – 25% of the contract Price</td><td>4.5 Months</td></tr> <tr> <td>2.</td><td>Milestone 2 – 50% of the contract Price</td><td>09 Months</td></tr> <tr> <td>3.</td><td>Milestone 3 – 75% of the contract Price</td><td>13.5 Months</td></tr> <tr> <td>4.</td><td>Milestone 4 – 100% of the contract Price</td><td>18 Months</td></tr> </tbody> </table>	No.	Physical Works to be completed	Period from the start date	1.	Milestone 1 – 25% of the contract Price	4.5 Months	2.	Milestone 2 – 50% of the contract Price	09 Months	3.	Milestone 3 – 75% of the contract Price	13.5 Months	4.	Milestone 4 – 100% of the contract Price	18 Months	Cl. 1.1, 17 and 28
No.	Physical Works to be completed	Period from the start date															
1.	Milestone 1 – 25% of the contract Price	4.5 Months															
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3.	Milestone 3 – 75% of the contract Price	13.5 Months															
4.	Milestone 4 – 100% of the contract Price	18 Months															
7.	The site is located at Improvement of Road Ambedkar Nagar, Goverdhan, Jalalpur, Mahadev Nagar, Fravashi International School (Old Girnare Road) Tamata Market Girnare, Naikwadi Sadgaon, Valdhmet Road MDR-208 Km. 8/500 to 20/00, Tal. and Dist. Nashik	Cl. 1.1															
8.	The name and identification number of the Contract is	Cl. 1.1															
9.	The works consist of The works shall, inter alia, include the following as specified or as directed.	Cl. 1.1															
	<p>A) Road Works : Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road! parallel service road; bituminous pavements remodelling/ construction of junctions, intersections. bus bays, Jay byes; supplying and placing of drainage</p>																

PUBLIC WORKS DEPARTMENT

		Clause Reference with respect to Section 3
	channels, flumes, guard posts and guard other related items; construction extension of cross drainage works, bridges, approaches and other related stones; road markings, road signs and kilometer/ hectometer stones; protective works for roads! bridges; all aspects of quality assurance of various components of the works; rectification of the defects in the completed works during the Defects Liability Period; submission of "As- built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.	
	B) Bridge Works : Site clearance; setting out, provision of foundations, piers abutments and bearings; prestressed/reinforced cement concrete superstructure; wearing coat. hand railings, expansion joints, approach slabs drainage spouts/ down take pipes, arrangements for fixing light posts, water mains, utilities etc; provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety.	
	C) Other Items Any other items as required to fulfill all contractual obligations as per the Bid documents.	Cl. 1.1
10.	The following documents also form part of the contract	Cl. 2.3 (9)
11.	The law which applies to the Contract is the law of Union of India	Cl. 3.1
12.	The language of the Contract documents is English	Cl. 3.1
13.	Limit of Sub contracting 50% of the Initial Contract Price	Cl. 7.1
14.	The Schedule of Other Contractors	Cl. 8
15.	The Schedule of Key Personnel - As per Annex-II to Section I	Cl. 9
16.	The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always	Cl. 13
17.	Site investigation report	Cl. 14
18.	The Site possession Dates	Cl. 21
19.	The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance.	Cl. 27.1
20.	The period between programme updates shall be days.	Cl. 27.3

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT

		Clause Reference with respect to Section 3
21.	The amount to be withheld for late submission of an updated programme shall be Rs. lakhs.	Cl. 27.3
22.	The currency of the Contract is Indian Rupees.	Cl. 46
23.	Price Variation Clause As per Clause 47.	Cl. 47
24.	The proportion of payments retained (retention money) shall be 4% from each bill.	Cl. 48
25.	Amount of liquidated damages for delay in completion of works For Whole of work (1/2000)th of the Initial Contract Price rounded off to the nearest Thousand per day. For sectional completion (wherever specified in item 6 of Contract Data) (1/200)th of Initial contract price for 5 Km. section, rounded off to the nearest thousand per day.	Cl. 49 Rs. 99,000/-
26.	Maximum limit of liquidated damages for delay in completion of work 10 Percent of the Initial Contract Price rounded off to the nearest thousand.	Cl. 49 Rs. 1,97,14,000.00
27.	The amounts of the advance payment are	Cl. 51 & 52
	i) Mobilization - Deleted ii) Equipments - Deleted iii) Secured Advance for non perishable materials brought to site 75% of Invoice Value a) The materials are in accordance with the specification for works b) Such materials have been delivered to site and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks. c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer. d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof. e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an indemnity Bond in an acceptable format and f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.	
	The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions)	
28.	Repayment of Secured Advance The advance shall be repaid from each succeeding monthly payments to the extent materials (for which advance was previously paid pursuant to Clause 51.4 of G.C.C.) have been incorporated into the works	Cl. 54.4
29.	The Securities shall be for the following minimum amounts	Cl. 52

Contractor

No.of Corrections

Executive Engineer

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		Clause Reference with respect to Section 3
	equivalent as a percentage of the Contract Price Performance Security for 1 percent of contract price plus Rs. (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 34. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Document.	
30.	The Schedule of Opening and Maintenance Manuals N/ A	Cl. 58
31.	The date by which "as built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be	Cl. 58
32.	The amount to be withheld for failing to supply "as build" drawings by the date required is Rs. 10.00 Lakhs	Cl. 58
33.	The following events shall also be fundamental breach of contract. The Contractor has contravened sub clause 7.1 & Clause 9 of GCC	Cl. 59.2
34.	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent.	3, Cl. 60

SECTION – 5

ADDITIONAL GENERAL CONDITIONS

AND SPECIFICATIONS

ADDITIONAL GENERAL CONDITIONS

1. **COMPETANCY OF TENDER:** The work will be awarded only to those contractors who are considered to be substantially responsive bidders, capable of performing the class of work to be completed. Before passing the final award any or all bidders may have to show that they have the necessary experience, facilities, ability and financial resources to execute the work in satisfactory manner and also within the stipulated time.
2. **PAYMENTS:** The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and if further necessitated, scaffolding plant, supervision, service works, power, royalties, octroi taxes etc. and to include all to cover the cost of lighting on night work if any and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers shall not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Public Works Department or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.
3. **ERASER:** Persons tendering are informed that no erasers of any alterations by them in the text of the documents set herewith will be allowed and any such eraser or an alteration will be disregarded. If there is any error in writing, no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialled and dated.
4. **ACCEPTANCE:** Intimation of acceptance of tender will be given by a telegram or a letter sent by Registered Post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfil any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.
5. **PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT:**
 - i) No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 10 ft. above ground if not more.
 - ii) The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available a substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up of several pieces jointed and tapped be used.
 - iii) The blasting shed from where the exploder is to finally operated should be at least 150 metre away from the area to be blasted. It should have a strong roof which can with stand the impact of flying stones at this range.

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- iv) Only trained hands should be allowed to handle explosives, cable detonators etc.

6. CONTRACTOR TO INFORM HIMSELF FULLY:

6.1 The contractors shall be deemed to have carefully examined the work and site conditions

including labour, the general and special conditions, the 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 investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information to the best of the 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 condition, to the scope of working of 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 the Engineer in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided in accordance with tender conditions in the absence of such authentic pre-clarification.

6.2 ERROR, OMISSIONS AND DISCREPANCIES:

(A) In case of errors, omissions and /or disagreement between written and scaled dimensions in the drawing or between the drawings and specifications etc., The following order of preference shall apply.

- (I) Between actual scaled and written dimensions or descriptions on a drawing, the latter shall be adopted.
- (II) Between the written or shown description of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
- (III) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.

(B) In all cases of omission and / or doubts of discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Engineer, whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

6.3 WORKING METHODS AND PROGRESS SCHEDULES:

- (a) The Contractor shall submit within the time stipulated by the Engineer-in-charge in writing the details of actual methods that would be adopted by the Contractor for the execution of any item as required by Engineer at each of the location, supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make corrections in the method proposed by the contractor, whether accepted previously or not, at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on the contractor. No claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered. The full responsibility for the safety and adequacy of the methods adopted by the contractor shall however, rest on the contractor, irrespective of any approved given by the Engineer.

In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approved of the Engineer to the revised programme.

PROGRESS SCHEDULE

- (b) The Contractor shall furnish within the period stipulated in writing by the Engineer-in-charge of the order to start the work, progress schedule using PERT/CPM technique in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating and setting up 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 and of the particular items, if any on the due date 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 in weekly form, for any item or items, in any case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.
- (c) The Contractor shall employ sufficient plant, 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 requiring supervision shall not be permitted expect when specifically allowed by Engineer on each item, if requested by Contractor. The Contractor shall provide necessary lighting arrangements etc. for night work as directed by the Engineer without extra cost to Government.

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Further, the contractor shall submit the progress of work in prescribed forms and charts etc. at periodical intervals, as may be specified by the Engineer-in-charge. Schedule shall be in the form of progress charts, forms, progress statement and/or reports as may be approved by the Engineer. The contractor shall maintain Performa, 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.

(d) CONSTRUCTION EQUIPMENT AND LOCATION:

The Contractor shall be required to give a trial run of the equipment's for establishing, their 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 of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personnel will be removed from site without permission of the Engineer.

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

6.5 QUARRIES:

6.5.1 The Contractor (s) shall have to arrange himself / themselves to procure the quarry. However necessary assistance without any extra cost to Government will be rendered by the Department for procuring the quarries if required by the Contractor.

6.5.2 The quarrying operation shall be carried out by the Contractor with proper equipment such as compressor, jack-hammers, drill bits, explosives etc. and sufficient numbers of workmen shall be employed so as to get the required out-turn.

6.5.3 The Contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down or that may be laid down from time to time by the Government. Any cost incurred by the Government due to noncompliance of any rules or regulations or due to damages by the Contractor shall be the responsibility of the Contractor. 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 times be allowed to inspect the work, building and equipment at the quarters.

6.5.4 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-

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charge or his representative and the Contractor shall furnish the copies or extract of books or registers as and when required.

- 6.5.5** 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 blasters 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 materials from the concerned authorities. The Contractor must therefore, take timely advance action for procuring all such licenses so that the work progress may not be hampered.

- 6.5.6** 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.

- 6.5.7** 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 wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Engineer-in-charge, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the Contractor's cost.

- 6.5.8** Since all stones quarried from Government quarry (if made available) by the Contractor including the excavated over burden are the property of the Government, no stones or earth shall be supplied by Contractor to any other agencies or works and are not allowed to be taken away for any other works. All such surplus quarried materials not 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.

- 6.5.9** 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 staking material etc. if any to be paid, shall be paid directly by the contractor as per prevailing rules in force.

- 6.5.10** The Contractor will be permitted to erect structures such as stores, office, huts for the labours at his own risk and cost at the quarry site, if suitable vacant space in

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Government area is available for the purpose 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 condition.

6.5.11 The Contractor shall not use any land in the quarry for cultivation or for any other purpose except, that required for breaking or stacking or transporting stones.

6.6 COLLECTION OF MATERIALS:-

- (I) where suitable and approved P.W. Department's quarries exist the Contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be, however, liable to pay compensation, if any damage caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The Contractor shall pay necessary royalty in advance and claim refund according to rules, if admissible and shall submit detailed accounts of materials quarried as directed.
- (II) Where no suitable P.W. Department's quarries exist or when the quantity of the material required cannot be obtained from a P.W. Department quarry, the Contractor or piece worker shall make his own arrangements to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other States or Talukas etc. After opening the quarry but before starting collection, the quarry shall be got approved from the Engineer-in-charge or his representatives. The Contractor or piece worker shall pay all royally charges, compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of the land will be entertained.
- (III) The rates in the tender, include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering, quarry, cost of blasting powder and fuse, lift and lead, repairs to existing cart tracks, making new cart tracks, control charges, Central/State Government or Municipal Taxes, etc.
- (IV) The rates in the tender are for the delivery of the approved material on road side, properly stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be entertained.
- (V) No material shall be removed from the land within the road boundary or 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 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.
- (VI) Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the Contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or

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danger to the traffic. The Contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident, etc. Any such materials causing obstruction or danger etc. will be got removed departmentally at his cost and no claim for any loss or damage to the material, thus removed will be entertained. The Contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaints which may be received.

- (VII) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the land slides etc. or the slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.
- (VIII) Before stacking, the materials 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 levelled. On high banks, ghat roads etc. where it may not be practicable to stack it entirely clear of the roadway, it may be stacked with the permission of the Engineer-in-charge on terms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.
- (IX) The size of the stack of the materials other than rubble shall be 3 x 1.5 x 0.60 metre or such other size as may be directed by the Engineer-in-charge and all but one stack in 200 metres shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each 200 metres may be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.
- (X) The Engineer in charge or his authorised representative shall supply the Contractor with statement showing 200 metres wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirements in those 200 metres shall be stacked. Any excess quantity shall be removed at the expense of the Contractor or piece worker to where it is required before the material in that 200 metres is finally measured.
- XI) All materials shall be examined and measured before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the Contractor or piece worker. Immediately after the measurements are recorded, the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Executive Engineer to prevent from any possibility of the same material being measured and recorded over again and to prevent any unauthorized tampering with the stacks. If the contractor or the piece worker fails to attend the measurements of materials after receiving the notice from the Sub Divisional Officer or his subordinate stating date and time of the intention to measure the work, the same shall be measured nevertheless and no complaint in this respect will be

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entertained later-on. If the contractor or piece worker fails to supply sufficient labour or the materials required at the time measurements or check measurements, after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account.

6.7 AGENT AND WORK ORDER BOOKS: -

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

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

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

6.8 INITIAL MEASUREMENTS FOR RECORD:-

Where for proper measurement of work, it is necessary to have initial set of levels or other measurements taken, the same as recorded in the authorised field book or measurement book of 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. Like-wise 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.

6.9 HANDING OVER OF WORK: -

All the works and materials before finally taken over by Government it will be the entire liability of the Contractor to guard, maintain and make good any damage of any

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magnitude. Interim payments made for such work will not alter this position. The handing over by the Contractor and taking over by the Executive Engineer or his authorised representative will be always in writing copies of which will go to the Executive Engineer 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, expects as specifically mentioned elsewhere in this contract, or as mutually agreed to.

6.10 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 are needed. The Department will not however be responsible for the non-availability of such facilities or delays on this behalf and no claims on account of such failure of 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 with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non supply of machinery shall not form a ground for any claim or extension of time for this work.

7. SAMPLES AND TESTING OF MATERIALS:

- i) All materials to be used on work, such as cement, lime, aggregates, stone, asphalt, etc. shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him, which will be :
 - a) as specified in the specifications of the items concerned and / or
 - b) Red book
 - c) as specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or
 - d) I.S.I. Specifications (whichever and wherever applicable) or
 - e) As per M.O.R.T. & H specifications for Roads and Bridges latest edition Section 900 quality control for road work.
 - f) Such recognized specifications acceptable to the Engineer-in-charge as equivalent there to or in the absence of such authorised specifications

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- g) Such requirements test and/or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.
- ii) The Contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for test or analysis at such time and to such places as may be directed by Engineer and bear all such charges, such samples shall also be deposited with Engineer-in-charge.
- iii) The Contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge
- iv) The contractor shall not be eligible for any claim or compensation either rising out of any delay in the work or due to any corrective measure required to be taken on account of and as a result of testing of the materials.
- v) The contractor or his authorised representative will be allowed to remain present in the Department laboratory which testing the samples furnished by him. However the results of all the tests carried out in the Departmental laboratory whether in the presence or in absence of the contractor or his authorised representative will be binding on the contractor.
- vi) **Quality Control Tests: -** The contractor shall at his own cost set up Laboratory at site of work to carry out the testing of materials which are to be used for the work. This laboratory shall be approved by the Engineer-in-charge. The testing shall be done as per frequencies mentioned in the specification/additional specification of each item of Schedule 'B'. The 30% of the test included in Annexure 'A' (**On Page No.**) shall be carried out in Vigilance and Quality Control Laboratory at the cost of contractor and balance 70% in the site laboratory. The test which are not included in Annexure 'A' 50% test shall be carried out each in Vigilance and Quality Control laboratory and site laboratory. The frequency of testing of construction materials is mentioned in Annexure-B **on Page No. to**.
- vii) In case of material procured by the contractor, testing as required by the Codes and Specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the **Engineer in charge**, at the nearest approved laboratory. If additional testing other than as required by specification is ordered, the testing charges, shall be borne by the Department, in case the test results are satisfactory and by the contractor if the same are not satisfactory.
- viii) In case of materials specified by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the testing results are satisfactory and the Department if the same are not satisfactory.

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- ix) Contractor shall have testing machinery/apparatus in his possession as mentioned on Page 106.

7.1 QUALITY CONTROL ON WORKS AND MATERIALS: The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same. This shall include establishing field laboratory for testing required for works. The laboratory shall be equipped with the equipment's and apparatus required for the testing. The list of various equipment's/apparatus is enclosed on Page for information and guidance of the Contractor. This equipment's shall be in working condition. The Engineer in charge of the work will verify these equipment's in the laboratory at site. The work shall not be started unless and until the laboratory is equipped with equipment's. (Ref. Page).

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

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

7.3 TEMPORARY QUARTER AND SITE OFFICE

- I) The Contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such structures shall be got approved from the Engineer-in-charge. It will be the responsibility of the Contractor to get his lay out plan of temporary structure approved from the local competent authority.
- II) The contractor shall provide furnish, maintain and remove on completion of the work; a suitable office on the work site for the use of Executive Engineer or his representative. He should provide latrines, urinals and keep them clean daily. This will be supposed to be included in his offer.

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7.4 PATENTED DEVICES, MATERIALS AND PROCESSES: When the Contractor desires to use any designed device, materials or process covered by letter of patent or copy right, the right for such use should 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 latter.

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

The Contractor shall make his own arrangements at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water up to the work site as required by him. The location of the pipe line with respect to the road shall be decided by Engineer-in-charge and shall be binding on the Contractor.

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

The Contractor shall have to supply water required by the Department for its establishment at work site. The water consumed by the Department will be metered. For providing the meter permission, if necessary will be arranged by the Department. Charges for the water consumed by the Department will be paid to the Contractor at the rates of 125% of the recurring costs or actually charged to him by concerned authorities and no other charges would be payable by the Department.

7.6 ELECTRICITY: The Contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site. Electrical supply for the Departments use at work site shall be provided by the contractor. No charges would be payable by the Department.

8. SAFETY MEASURES AND AMENITIES:

8.1 SAFETY MEASURES: The Contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such job as require special protection and precautions wherever required. The following are some of the requirements listed, through not exhaustive. The contractor shall also comply with the directions issued by the Engineer in this behalf from time to time and at all times.

- (i) Providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces infected with oyster growth etc.
- (ii) Providing protective head wear to workers, working in quarries etc. to protect them against accidental fall of materials from above.
- (iii) Taking such normal precautions like providing hand rails to the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.

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8.1 Condition for Payment of Bituminous works of Cost of carpet and Seal Coat :-

In respect of bituminous work, 20% (Twenty percent) payment of work of carpet and seal coat in a particular kilometre will be withheld till completion of agreement items of side beams, built up drains, site clearance, road side furniture, C.D. Works and other items in that kilometre as per the instruction of the Engineer-in-Charge.

After Completion of these items in the particular kilometre the withheld amount will be finally released.

8.2 Contractor to take photographs :- The contractor would have to take coloured photographs at various stages/facilities of the work including interesting and novel features of work as directed by the Engineer-in-Charge. The photographs should be of acceptable quality and shall be taken by a professional competent photographer with camera having facility to record the date of photographs taken in the prints and negatives. The contractor should supply two coloured prints of each of the photograph taken to the standard postcard size in albums of acceptable quality. Also the to do so will entitle the Government to recover an amount of Rs.20/- per photograph per print. The number of photographs however be limited to 10 photographs per kilometre length.

8.3 Special conditions for hot Mix asphalts works :-
(I) Clause No. 106 of Ministry's specifications (4th revision 2001)

This clause stipulates certain conditions relating to choice and use of equipments which have relevance to production of quality work. These are;

- (a) The contractor shall be required to give a trial run of the equipments for establishing capacity to achieve the laid down specifications and tolerances to the satisfaction of the Engineer before commencement of work.
- (b) All equipments provided should be of proven efficiency and shall be operated and maintained at all items in a manner acceptable to the Engineer.
- (c) No equipment and personnel will be removed from the site without the permission of the Engineer.

(II) Clause No. 901 of Ministry's specifications 4th revision 2001 :-

- (a) The responsibility for the quality of the entire construction works is on the contractor. For this purpose, he is required to have his own independent and adequate set-up.
- (b) The Engineer for satisfying himself about the quality of the materials and work will also have tests Conducted by quality control units or by any other agency, generally to the frequency set out in these Specifications. For test to be done by the Engineer, the contractor including the provision of labour Assistance in packing and dispatching samples etc.

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- (c). For the work of embankment, sub grade and pavement, construction of subsequent layer of the same or other material over the finished layer shall be done only after obtaining approval from the Engineer.
 - (d) The contractor shall be responsible for rectifying/replacing any work falling short of quality Requirements as directed by the Engineer.
- (III) 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 to such tests as the Engineer may direct at the place of manufacture or fabrication of 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 of any unsuitable Material substitution of proper suitable material and the removal and proper Re-election not withstanding any previous test or interim payment therefore, and of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.
- (IV) **Guidelines on quality control operation:-** The onus of achieving quality of work will be on the contractor who will take actions as stipulated in section 900 of Ministry's specifications for Road and Bridge works (4th revision, 2001)

MINISTRY'S SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (4th REVISION 2001)

Ministry's specifications for road Bridge work (4th revision, 2001) will form part of contract documents and the contractor will be legally bound to the various stipulations made therein unless specifically relaxed or waived wholly or partly through a special clause in the contract documents.

(V) **CONTRACTOR'S FACILITIES:**

According to the contract (see Para 1.3 above) the contractor is responsible for the quality of the Entire construction work, and for this purpose, he is required to have his own independent and Adequate set up. To meet this requirement:-

- (a) The contractor shall set up his own laboratory at locations(s) approved by the Engineer, The laboratory Shall be equipped with modern and efficient equipments with sufficient standby suitable to carry out The tests prescribed for different materials and work according to the specifications.

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The list of equipments to be procured and the facilities to be provided shall be got approved by the Engineer. The equipment shall be maintained in 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 as laid down in the Ministry's specification of Road and Bridge work (4th revision, 2001) In the absence of relevant Indian standards sampling and testing procedures shall be as approved by the Engineer.
- (c) The laboratory should be manned by qualified Engineer Assisted by Materials Inspector / Technicians and the set up should be got approved by the Engineer.
- (d) The Contractor should prepare printed perform for recording readings and results of each type of test after getting the formats of the Performa approved from the Engineer. He should keep a daily record of all the tests conducted by him. Two copies of the test results should be submitted to the Engineer for his examinations 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 units of the Engineer and keep later informed of the sampling and testing programme so that the Engineer's representative could be present during this activity if considered necessary.
- (VI) **Day to day quality control operation :-** The day to day controls to be exercised by the Contractor and the Engineer are enumerated in the following paragraphs.

(VII) **ALIGNMENT AND LEVEL CONTROL**

- (a) The Contractor should locate the centre line of the road 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 centre line the contractor should set up batter pegs (to delineate the limits, of embankments/cutting) and cleaning stakes (to delineate 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 alignments. 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 re-establish those bench marks which are found missing at site, and should establish additional bench marks as needed, for ensuring effective level control.

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- (d) The contractor shall be responsible for the true and proper setting out of the works in relation to the original survey points, lines and levels of reference given by 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 alignments of any part of the works 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 project and prepare all bench marks reference pillars and pegs used in setting out the works till final take over by the Engineer.
- (f) The contractor should arrange to obtain approval to each and every activity of the work prior to its commencements. Unless and until the proceeding activity has been approved by the concerned Deputy Engineer, in writing no nest activity should be commenced by the contractor. Any work done without prior approval of the concerned Deputy Engineer, would be regarded as unauthorized and would be summarily rejected.
- (g)
 - i) The Contractor should maintain an "Event register" at site incorporating therein details of machinery employed on the work machinery in working order bitumen consumed on that day record of accidents if any record of visit of higher officers and so on. This event register should be got initialled by the Deputy Engineer every day.
 - ii) The frequency of testing of various items shall be as per section 901 of M.O.R.T.& H. specification. In case the required number of tests are not carried out by the agency the work may not be accepted by the Executive Engineer and if inadvertently accepted the shortfall in frequency will be recovered at the Prevailing PWD guidelines.

(IX) SHOULDERS:-

- (a) Checking for the quality of shoulder materials including gradation shall be done.
- (b) Field compaction shall be checked at site on the compacted layer.
- (c) Checking for the cross fall shall be done

(X) BITUMINOUS CONSTRUCTION GENERAL:-

- (a) Manufacture test certificate for quality of bitumen will be acceptable to the Engineer. However where the quality is in doubt the Engineer may call call for tests to be conducted by the Contractor for verification.
- (b) The base which bituminous courses are to be laid must be dry and free of just and other deleterious matters
- (c) Mineral aggregates to be used should be checked for their specification requirements and got approved by the Engineer.

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SPECIFICATIONS FOR BITUMINOUS BOUND MACADAM

(Ref. Government of Maharashtra, Public Works Department, Government Circular No. Misc. 2001/ P.C.-2/ PLN-3, Mantralaya, Mumbai-400 001 Dated 24.01.2001)

SPECIFICATIONS**ITEM :**

Providing and laying 50/70 millimeter thick bituminous bound macadam road surface including supplying all materials, preparing the existing road surface, spreading 40 mm. steel metal layers, heating and spraying the bitumen, spreading 12 mm. size chips compacting with power roller etc. complete.

1. GENERAL : The work consists of supplying of materials and labour required for providing and laying bituminous bound macadam surface for compacted thickness of 50/75 mm. This item includes preparing the existing road surface to receive the bituminous bound macadam course i.e. picking the existing W.B.M. surface or application of tack coat on, existing B.T. surface spreading of 40 mm. size metal layer in required thickness with compaction with power roller heating and spraying bitumen with sprayer etc. spreading key aggregates 12 mm. chips and final compaction with power roller etc. complete and finishing in accordance with the requirement in close conformity with grades lines, cross sections and thickness as per approved drawing etc. complete.

2. DIVERSIONS : Temporary diversions shall be constructed and maintained by the contractor at his own cost. Diversion shall be watered if dust is likely to blow on the road being bituminoused.

3. MATERIALS :

A) AGGREGATES : The aggregates for providing B.B.M. surface shall comply with specification Nos. Rd.41 for 40 mm. and 12 mm. size metal and shall normally comply with the following regarding size and quantity of aggregates and grade and quantities of bitumen.

Description	Rate of application for 100 Sqmt.			
	On Asphalt Surface	On W.B.M. Surface	On Asphalt Surface	On W.B.M. Surface
40 mm. size hand broken metal	9.00 Cum.	9.00 Cum.	6.00 Cum.	6.00 Cum.
12 mm. size chips	1.80 Cum.	1.80 Cum.	1.80 Cum.	1.80 Cum.
Bitumen for grouting I.S. grade S 35 with 30/40 penetration or S 65 with 60/70 penetration	200 Kg.	200 Kg.	175 Kg.	175 Kg.
Tack coat for existing bituminous	50 Kg.	--	50 Kg.	

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NOTE : Hand broken metal is preferred. However upto 30% of total quantity of 40 mm. size metal, 40 mm. crusher broken metal can be used.

B) BITUMEN : The Bitumen shall be paving bitumen of suitable penetration grade within the range S-35, S-65 or A-65 (30/40 to 60/70 as per Indian Standard Specifications for "Paving Bitumen" IS-73-1992.

4) PREPARING THE BASE : Any pot hole in the existing bituminous road surface and broken edges shall be patched well in advance and the surface shall be brought to correct level and camber with additional metal and bitumen as required which will be paid seperately. Before starting the work the bituminous surface shall be swept clean of all the dirt, mud cakes, animal droppings other loose foreign material.

If so required by the Engineer, the contractor shall keep the side width and nearby diversion watered to prevent dust from blowing over the surface to be bituminised.

Existing water bound macadam surface shall be picked for and surface loosened for a depth of 7.5 cm. and picked surface shall be brought approximately to the correct camber and section. Edge line shall be correctly marked by dog belling the surface to form a contineous vee notch.

There shall always be specified length of prepared surface ahead of the bituminous surfacing operations as directed by the Engineer to keep these operations continue.

5) Tack coat on Bitumen surface : Applying tack coat for existing W.B.M. surface only at the rate of 50 Kg/ 100 Sqm. as per specification No. Rd. 47.3.3.

6) Picking of existing W.B.M. Surface : Picking of existing W.B.M. surface for receiving Bituminous Bound Macadam as per Rd.33.

7.1 Spreading of 40 mm. Metal : 40 mm. size metal shall be spread evenly at the specified rate of 9 cubic metre/ 6 cubic metre per 100 Square meter of area so as to form a layer even the width of road with correct camber/ super elevetion as required. Any foreign matter organic matter, dust grass etc. shall be removed immediately. The sections shall be checked with camber board and straight edge batten etc. any regulations shall be made good by adding aggregates in case of depressions and removing aggregates from high sports.

7.2 Compaction of 40 mm. size metal : The surface of 40 mm. metal layer after bringing it to necessary grades and sections shall be rolled with the use of 8 to 10 tonnes power roller. Rolling shall commence from the edges and progress towards center longitudinally except on

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super elevated portion it shall progress from the lower to upper edge parallel to the center line of pavement. When the roller has passed over the whole area any high spots of depressions which become apparent shall be corrected by removing or adding aggregates. The rolling shall then be continued till the entire surface has been rolled to designed compaction such that there is no crushing of aggregates and all roller marks have been eliminated. Each pass of roller shall uniformly overlap not more than one third of the track made in the preceding pass.

8) Application of Bitumen : Bitumen of I.S. grades S35 or S65 supplied for the work shall be heated to temperature of 177°C to 191°C. (350 F to 375 F) in a bitumen boiler and temperature shall be maintained at the time of actual application. The hot bitumen shall be applied through a pressure sprayer on the road surface uniformly at the rate of 200 Kg/ 100 Sqm. The road surface shall be divided into suitable rectangles marked by chalk so as to ensure correct rate of application of the bitumen.

9) Key Aggregates : On completion of bitumen application 12 mm. size key aggregate shall be spread immediately at a uniform rate of 1.8 cubic metre/ 1.2 cubic metre per 100 square metre area when entire surface is in hot condition. Brooms shall be used to ensure even distribution of key aggregate.

10) Final Compaction : Immediately after spraying of bitumen and spreading of key aggregates, the surface shall be rolled with a power roller to obtain full compaction and to force the binding of key aggregate into the interstices of the course aggregate. The rolling shall continue till the asphalt surface hardens and key aggregates stop moving under the power roller.

11) The surface finish shall conform to requirements of clause 902 of specification for road and bridges by ministry of surface transport (copy enclosed) Quality Control Test. and their frequencies shall be as per table below.

S.No.	Test	Frequency
1.	Quality of Binder	Two samples per lot to be subjected to all of some best as directed by the Engineer in charge.
2.	Aggregate impact	One test per 200 Cubic Meter of aggregate
3.	Flakiness Index and Elongation Index	One test per 200 Cubic Meter of aggregate
4.	Stripping Value	Initially one set of three representative specimen for each source of supply subsequently when warranted by changes in the quality of aggregate.
5.	Water absorption of	Initially one set of three representative specimen for

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S.No.	Test	Frequency
	aggregates	each source of supply subsequently when warranted by changes in the quality of aggregate.
6.	Aggregate grading	One test per 200 Cubic Meter of aggregate
7.	Temperature of binder	At regular clause intervals.
8.	Rate of spread of	One tet per 500 Square meter of area.

12 Item in include :

- i) Diversions unless seperately provided in the tender.
- ii) Preparing the road surface
- iii) Applying tack coat on existing B.I. on picking the existing
- iv) W.B.M.Surface
- v) Supplying, heating and spreading bitumen
- vi) Supplying, heating spreading and compaction of 12mm size chips
- vii) All labour, materials, including bitumen and aggregates use of tools, plants and equipments for completing the item satisfactory.

13) Mode of Measurement - The Contract rates shall be for 100 Sq.mt. The measurement shall be for the width of the roads executed, limiting it to the width specified or as ordered by the Engineer for the length measured along the centerline.

The measurement of dimensions shall be recorded upto two places of decimals of meter and the ares worked out correct upto one place of decimal of a sq.mt.

BITUMINOUS SORAYED WORK:-

- (a) Temperature of binder in the boiler and rate of spray at site shall be checked. Spraying shall be uniform and shall be carried out with the help of either self propelled or towed bitumen pressure sprayer spraying nozzles arrangements.
- (b) Rate and uniformity of s[read of chippings should be checked and controlled.
- (c) Adequate embedment of the chippings by rolling shall be ensured.

(XI) HOT MIXED AND AND HOT LAID BITUMINOUS CONSTRUCTION:-

- (a) Job mix formula (JMF) satisfying specification requirements should be worked out based on laboratory tests and got approved by the Engineer. The Engineer will have independent tests made before approving the JMF.
- (b) The plant should be checked for capability to produce mix conforming to the JMF. If necessary trial stretches should be laid and checked approximately.

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- (c) Control should be exercised on temperature of binder in the boiler aggregate in the dryer and mix at the time of laying and rolling.
- (d) Tests for stability flow unit weight etc. of mix collected from the discharge points of the plant extraction test for binder content and aggregate gradation should be performed to check on the quality of mix discharged from the plant.
- (e) Thickness and density of the compacted mix should be checked by taking core samples.

PAVEMENT COURSES GENERAL CONTROLS:-

- (f) The base of which the pavements layer is to be placed should be checked for levels and regularity and should be in a condition to receive the pavement layer.
- (g) Each layer should be checked for thickness levels cross fall (camber) regularity and strength before next layer is permitted to be laid.

(XII) SEQUENCE FO WORK:-

1. Excavation of Gutters and spreading B.C. soil from gutters on apposite side of road at sufficient distance by mechanical means.
 2. Cutting down road side tourney bushes and conveying materials up to 1 Km. Dressing the side shoulders in 5% camber as directed by Engineer in charge.
 3. Collection of rubble at site required for BBM
 4. Breaking the rubble to 40mm metal size which is required for BBM
 5. Collection of crushed metal at site which is required for BBM
 6. Collection of hard murum required for side shoulder
 7. Applying tack coat for BBM on Bt surface and spreading the had broken 40mm metal and crushed metal for BBM in 3% camber using straight edge and camber plate and providing super elevation as per design and compacting the same. Providing the hard murum, side shoulders compacting the had murum before BBM.
-
1. Spraying the bitumen 80/100 grade for BBM and spreading crushed metal and compacting the same along with compaction of side shoulders at 5% camber as directed by Engineer in charge.
 2. Getting certified the super elevation provided at the site by the Executive Engineer.
 3. Open the BBM surface to traffic.
 - 4.
 5. Preparing the surface for hot mix hot laid carpet.
 6. Applying tack coat by mechanical sprayer only and then laying of hot mix hot laid carpet

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including providing 3% camber and spreading murum required for side shoulders in 5% camber and compacting side shoulders as well as carpet to the required density open the road surface to the traffic for at least one month. Clean the surface of carpet by mechanical broom, wire brushed etc. Apply the seal coat of 60/70 grade bitumen at rate one kg per square metre in the presence of Deputy Engineer and Junior Engineer only.

- 1) Fixing information Board having details of name of work, name of scheme cost of work, name of contractors, etc. in Marathi as per details given.
- 2) Fixing km stones and 200 m stones in concrete block. The top surface of concrete block shall be 30 cm above the road top level.
- 3) Providing traffic lane line strip 10 cm. in width with approved thermo plastic paint.
- 4) Carrying Out Roughness index test with surmounted / jeep towed ARUR Machine.

(9) CONDITION FOR TRAFFIC SAFETY : TRAFFIC SAFETY MEASURES TO BE TAKEN BY THE CONTRACTOR AT HIS OWN COST DURING IMPROVEMENT OF ROADS WHERE TRAFFIC CAN BE PASSED OVER PART WIDTH ITEM.

Providing Traffic Safety Measures on road during IMPROVEMENTS of existing road comprising of Traffic Sign Boards and devices as per detailed design drawing and specification and as directed by Engineer in Charge.

SPECIFICATIONS:- The item includes providing traffic safety arrangements required for traffic control near the stretch of road where improvement work is being taken up, before actual start of improvement work of road. The contractor will have to provide the traffic safety arrangements as per detailed drawing. The traffic safety arrangements will have to be got approved from Engineer in Charge by the contractor before taking any construction activities for improvement of road.

The Engineer in Charge shall get himself satisfied about the traffic safety arrangement provided on the work site before allowing Contractor to commence the improvements activity and a certificate to that effect shall be recorded in the Measurement Book.

- (a) The Sign.No.1 SPEED LIMIT (20) shall be placed at a distance of 120 metre away from the point where the transition of carriage way begins. The Sign Board shall be circle of size 60 centimetre diameter having white background and red border and the numbers shall be in black colour as per IRC 67-2001 (1st revision) Distance between sign no.1 and sign no.2 shall be minimum 20 metre.
- (b) The sign no.2 cautionary board indicating "NARROW ROAD AHEAD" shall be placed at a distance of 80m.away from the point of transition of carriageway. The sign board shall be of an equilateral triangle of size 90m.having white coloured background. Retro –reflective border in red colour and non reflective symbol in black colour as per IRC 67.2001 (1st revision)
- (c) The sign no.3 sign board indicating "MAIN AT WORK" shall be placed at a distance of 40 m. away from the point of transition of carriageway. The sign board shall be of an equilateral triangle of size 90 cm having white coloured background. Retro-reflective border in red colour and non reflective symbol in black colour as per IRC 67.2001 (1st

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revision)

- (d) The sign no.4 displaying the message "GO SLOW,WORK IN PROGRESS" shall be placed at the point of transition of carriageway. The size of sign board shall be 1.0 metre having red back ground and retro reflective messages in white colour.
- (e) Sand filled plastic cones mounted with retro reflective arrow hazard marker sign shall be placed as indicated in the drawing. Plastic cone shall be 73 centimetre in height having 39 centimetre square/ hexagonal base. Sand filled plastic cones shall be placed along the road length where work is in progress as shown in the drawing.
- (f) Retro reflective strong inviolable Stand Type Barrier shall be placed at either ends of the widening area upto the edge of the formation. The barricades shall not be removed unless the permission is given by the responsible officer of the rank not less than Sectional Engineer. The barricade shall have two plates of size 1.30 metre x 0.20 metre painted black and shall have white retro reflective strips and mounted on Angle iron Stand of 1.0 metre height.
- (g) Yellow light flashers shall be kept lit from sunset to sunrise, 2 numbers along transition line of traffic and 3 numbers at barriers on both sides as indicated in the drawing.
- (h) The sign, light, barricades and other traffic control devices shall be well maintained, till such time that the triadic is commissioned on the widened road. The size, shape and colour of all the sign and caution boards shall be as mentioned above as per detailed drawings in accordance with the relevant I. R. C. specifications and as per Ministry of Road Transport and Highway's specifications.
- (i) The provision of item of traffic safety measures as per drawing No.1 shall be obligatory to the contractor and no sprate payment whatsoever will be made for the same.

(10) **Additional tender condition for Traffic Safety :-**

Not withstanding whether it as per rules of the traffic authorities or otherwise the agency should ensure that their vehicles the term includes all construction machinery towed or self driven are equipped with the following to emphasize traffic safety.

- 1) Reflective 4 Nos.
- 2) Tail imps 2 Nos.
- 3) One of the following slogans.
 - 1. जल्दी करती काम खराब, होश मे आओ लाट साहब.
 - 2. दारुचा एकच प्याला कारण तुमच्या नाशाला.
 - 3. नको, मरण नको अपंगता, वेगावर ताबा पाळा दक्षता.
 - 4. समय मुल्यवान है लेकिन जीवन अमुल्य है
 - 5. वाहन व्यवस्थित जीवन सुरक्षित.
 - 6. एक झपकी एक अपघात.

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7. जेथे लक्ष विचलित तेथे अपघात निश्चित.
8. आपकी भुल दुसरो की परेशानी.
9. आवरा वेगाला सावरा जीवाला.
10. मनाचा ब्रेक उत्तम ब्रेक.
11. धुम्रपान मद्यपान आयुष्याची धुळधा.
12. Drink and drive you won,s survive.
13. Live and let live.
14. A Cat has 9 lives you have only 1

In absence of the above requirements and failure of the agency to fulfil them in a reasonable time, the Executive Engineer, in charge of the work will get it done from the Mechanical wing of the P.W. Department and would recover the cost from the amount due to the agency of following rates.

1. Reflective	Rs. 25/-	Per No.
2. Tail Lamp	Rs. 175/-	Per No.
3. Slogan	Rs. 75/-	Per No.

The decision of the Executive Engineer will be binding and conclusive in this matter.

(12) GENERALCONDITION AND SPECIFICATION:

12.1 These are to apply as additional specification and conditions unless otherwise already provided for contradictorily elsewhere in this contract.

12.2 **CONTRACTOR TO STUDY SITE CONDITION :-** The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specification, schedules and drawing 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 investigations 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 have any doubt as to the meaning of any portion of these general conditions or the special conditions, or 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 the Executive Engineer in In Charge of the work in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

12.3 DECLARATION OF THE CONTRACTOR :- The contractor should sign the declaration from on **page no. 25**

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12.7 **PROGRAMME OF WORK**:- The works is to be completed within a period of 9 (Nine) months (including the monsoon period). The tentative programme may be as per the bar-chart attached in tender document.

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

8.4 **DAMAGE BY FLOODS OR ACCIDENTS:-**

The contractor shall take all precautions against damage by floods 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 plant or materials belonging to the Government lost or damaged by floods or from any other cause while is in his charge.

8.5 **RELATION WITH PUBLIC AUTHORITIES:**

The Contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall himself pay all charges which are legible on him without any extra cost to the Government.

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.

8.6 **INDEMNITY**: The Contractor shall indemnify the Government against all actions, suits, claims and demands brought or made against it 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 to any action or suit being brought against the Contractor for anything done or committed to be done during the execution of this contract.

The Government may at its discretion and entirely at the cost of the contractor defend such suit, either jointly with the Contractor or single in case the latter chooses not to defend the case.

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8.7 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 pure and wholesome 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 Labours. Separate latrines shall be provided for men and women.
- c) The Contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications :-
 1. Huts with Bamboo's 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 tress, shall be chosen wherever it is available. The neighbourhood of tank, jungle, trees or wood should be particularly avoided; Camps should not be established close to large cutting of earth work.
 3. The lines of huts shall have open space of at least ten metres between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
 4. There should be no overcrowding. Floor space at the rate of 3 Sq. metre per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
 5. The Contractor must find his own land and if he wants Government land, he should apply for it. Assessment for it, if demanded will be payable by Contractor. However the Department does not bind itself for making available the required land.
- a) The Contractor shall construct a sufficient number of bathing places, washing places should also be provided for the purpose of washing clothes.
- b) The Contractor shall engage a Medical Officer with a travelling dispensary for a Camp containing 500 or more persons if there is no Government or other private dispensary situated with 8 Kms. from the camp. In case of emergency the Contractor shall arrange a this cost of transport for quick medical help to his sick worker.
- c) The Contractor shall provide the necessary staff for effecting satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged.
- d) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be followed by the Contractor.
- e) The Contractor shall make arrangements for all ant malarial measures to provide for the labours employed on the work. The ant malarial measures shall be provided as directed by the Assistant Director of Public Health.
- f) The anti-malaria and other health measures shall be as directed by the Joint-Director (Malaria and Filaria) Health Services, Pune.
- g) Contractor shall see that mosquitogenic conditions are not created so as to keep vector populations to minimum level.
- h) Contractor shall carry out anti-malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director, (M & F) of Health Services Pune.

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- i) In case of default in carrying out prescribed antimalaria measures resulting in increase in Malaria incidence, contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measure to control the situation in addition to fine.
- j) The Contractor shall make sufficient arrangements for draining away the surface and silage water as well as water coming from the bathing and washing places and shall dispose of this waste water in such way as not to cause any nuisance. He shall also keep the premise clean by employing sufficient number of sweepers.
- k) The Contractor shall comply with all rules, regulation bye-law and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are legible on him without any extra cost to Government.
- l) In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the Contractor.

9. MISCELLANEOUS:

- 9.1 For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refilled it with bricks or stones, chipping cement mortar without any extra cost.
- 9.2 In case it becomes necessary for the due fulfilment of contract for the Contractor to occupy land outside the Department limits, the Contractor will have to make his own arrangements with the land owners and pay such rents, if any, are payable as mutually agreed between them.
- 9.3 The Contractor shall duly comply with the provision of the Apprentices Act 1961 (iii of 1961) and the rules and orders made there under from time to time under the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.
- 9.4 It is presumed that the Contractor has gone carefully through the Standard Specification (Vol. I & II 1981 Edition) M.O.R.T. & H specifications (edition 2001) and Schedule of Rate of the division, and studied the site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of Engineer-in-charge shall be final in case of interpretation of specification.
- 9.5 If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C. codes. If any of items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Engineer-in-charge shall be final.
- 9.6 The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work. Suitable precautions shall be taken by Contractor to protect the materials against atmospheric action fire and other hazards.

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The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

10. DEFINITIONS:

Unless excluding by or repugnant to the context:-

- a) The expression "Government" as used in the tender documents shall mean the Public Works Department of the Government of Maharashtra.
- b) The expression "The Chief Engineer" as used anywhere in the tender papers shall mean officer for the time being of the Government of Maharashtra who is designated as such.
- c) The expression "Superintending Engineer" as used in the tender papers shall mean the officer of Superintending Engineer rank (by whatever designation he may be known) under whose control the work lies for the time being.
- d) The expression "Engineer" or "Engineer-In-Charge" as used in the tender papers shall mean the Executive Engineer-in-charge of the work.
- e) The expression "Contractor" as used in the tender papers shall mean the successful tenderer that is the tenderer whose tender has been accepted, and who has been authorised to proceed with the work.
- f) The expression "Contract" as used in the tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent.
- g) The expression "Plant" as used in the tender papers shall mean very temporary and necessary means necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in altered, modified, substituted and additional works 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 description whatsoever intended or used there for.
- h) The expression "Department" as used in the tender papers shall means Public Works Department of Government of Maharashtra.
- i) The "Accepting authority" shall mean the officer competent to accept the tender.
- j) The "Site" shall mean the land and/or other places where the work is to be executed under the contract including any other land or places which may be allotted by the Government or use for the purpose of contract.

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- 11. TESTING ETC.:** The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required for concrete works.
- 12. AUTHORITIES OF THE ENGINEER IN CHARGE:** Save in so far as it is legally or physically impossible the Contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer in charge and shall comply with and adhere strictly to the Engineer-in-charge's instructions and directions on any matter (Whether mentioned in the contract or not) pertaining to this works.

The Engineer in charge shall decide all questions which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptability of fulfilment of the contract on the part of the Contractor. He shall determine the amount and quantity of work performed and materials furnished and his decision shall be final. In all such matters, and in any technical questions which may arise touching the contract, his decision shall be binding on the Contractor.

The Engineer in charge shall have the power to enforce such decisions and orders if the Contractor fails to carry them out promptly. If the Contractor fails to execute the work ordered by the Engineer-in-charge. The Engineer in charge may give notice to Contractor specifying a reasonable period therein and on the expiry of that period proceed to execute such work as may be deemed necessary and recover the cost there of from the Contractor.

12.1 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 to test and examine any material to be used for workmanship employed in connection with the works.

- 12.2** The Engineer-in-charge may from time to time, in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such delegations of powers and authorities. Any written instruction or 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 had been given by the Engineer-in-charge, provided always as follows.
- a)** 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 to order to pulling down, removal or breaking up thereof.
 - b)** If the Contractor is dissatisfied with any decision of the Representative of the Engineer-in-charge he shall be entitle to refer the matter to the Engineer-in-charge, who shall there upon confirm/reverse or vary such decision.

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12.3 SETTING OUT:- I) ROAD WORKS :-

- a) The contractor shall establish working bench marks in the area soon after taking possession of the site. The reference Bench mark for the area shall be as indicated in the Contract Document. The working bench mark/s shall be at the rate of four per Km. and also at or near all drainage structures, over bridges and underpasses. The working bench mark/s shall be got approved from Engineer. Checks must be made on these bench marks once every month and adjustment if any got approved from Engineer and recorded. An up-to-date record of all bench marks including approved adjustment. If any shall be maintained by the contractor and also a copy supplied to the Engineer for his record.
- b) The lines and levels of formation, side slopes, drainage, carriageway and shoulders shall be carefully set and frequently checked, care being taken to ensure that correct gradients and cross sections are everywhere obtained.
- c) In order to facilitate the setting out of the works, the centre line of the carriage way or highway must be accurately established by the contractor and approved by the Engineer. It must then be accurately referenced in a manner satisfactory to the Engineer, at every 50m intervals in plain and rolling terrain and 20m . Intervals in hilly terrain and at all curve points as directed by the Engineer, with marker pegs and chain age boards set in or near the fence line, and a schedule of reference dimensions shall be prepared and supplied by the contractor to the Engineer. These markers shall be maintained until the works reach finished formation level and are accepted by the Engineer.
- d) On reaching the formation level stage, the centre line shall again be set out by the contractor and when approved by the Engineer, shall be accurately referenced in a manner satisfactory to the Engineer by marker pegs set at the outer limits of the formation.
- e) No reference peg or marker shall be removed or withdrawn without the approval of the Engineer and no earthwork or structural work shall be commenced until the centre line has been referenced.
- f) The contractor will be the sole responsible party for safeguarding all survey monuments, bench marks, beacons etc. The Engineer will provide the contractor with the data necessary for the setting out of the centre line. All dimensions and levels shown on the drawings or mentioned in documents forming part of or issued under the contract shall be verified by the contractor on the site and he shall immediately inform the Engineer of any apparent errors or discrepancies in such dimensions or levels. The contractor shall after or in connection with the setting out of the center line, survey the terrain along the road and shall submit to the Engineer for his approval, a profile along the road centreline and cross sections at intervals as required by the Engineer.

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- g) After obtaining approval of the Engineer, work on item of earthwork can commence and the profile and cross sections shall form the basis for measurement and payment . The contractor is responsible for checking that all the basic traverse points are in place at the commencement of the contract and if any are missing, or appear to have been disturbed, the contractor shall make arrangements in re-establishing these points.

A Survey File containing the necessary data will be made available for this purpose. If in the opinion of the Engineer, design, modifications of the centreline or grade are advisable, the Engineer will issue detailed instructions to the contractor and to contractor shall perform the modification in the field, as required and modify the ground levels on the cross sections accordingly as many times as required. There will be no separate payment for any survey work performed by the contractor.

The cost of these services shall be considered as being included in the cost of the items of work in the Bill of Quantities.

- h) The works of setting out shall be deemed to be part of general works, preparatory to the execution of work and no9 separate payment shall be made for the same.

II) SETTING OUT FOR (BRIDGE WORKS :-

Immediately on receipt of the ork order, the contractor shall at his own expense clean the site and take up a provisional and final setting out and lining out of the work under the supervision of his responsible representative and shall provide necessary material, labour, tools, instrument etc. required for the same One tentative abutment location will be indicated by Engineer-in-charge and the centre line of the bridge shall be defined by him. The contractor will then have to fix up the location of the other abutment. The abutment location will then be verified by the Department and may be adjusted. Once the final location of abutments is so finalised, it will be the contractor's responsibility to line out and locate the remaining foundations.

The contractor shall he responsible for true and proper setting out of the works and for the correctness of the positions, level dimensions and arrangements of all works, and for providing all necessary instruments appliances and labours in connection therewith at his own cost.

Officers may assist the contractor in proper setting out . Government instruments my be allowed to be used for setting out of work for which no cost shall be recovered from the contractor. If at any time during the progress of work, any errors arise in regard to levels or dimensions or alignment of any part of the work, rectification thereof, on being required to do so, will be carried out by the contractor at his own cost, unless such errors are based on incorrect data, supplied in writing , by the Engineer of his authorised representative in which case the expenses of the rectification shall be refunded by Government.

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The checking of any setting out or checking of levels by the Engineer or his authorised representative shall not in any way relieve the contractor of his responsibility for the correctness thereof. The contractor shall carefully protect and preserve all bench marks, site rails, pegs and other things used in setting out of work.

12.4 TRAFFIC REGULATION FOR ROAD WORKS:-

- a) Unless separately provided for in the contract, the contractor shall have to make all necessary arrangements for regulating traffic, day and night during the period of construction to the entire Satisfaction of the Engineer. This includes the construction and maintenance of diversions if necessary. The contractor shall have to provide necessary caution boards, barricades, flags, lights and watchmen etc. so as to comply with the latest Motor Vehicles rules and regulations for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking materials on the roads, or due to any other reasons.
- (a) The contractor shall at all times carry out the work on the road in a manner causing least interferences to the flow of traffic, while consistent with the satisfactory execution of the same. For all works, involving improvements to the existing road, the contractor shall, in Accordance with the directives of the Engineer-in-Charge, provide and maintain, during the execution of work a passage for traffic, either along or part of the existing carriageway under improvement or along a temporary diversion constructed close to the road.

(b) TRAFFIC REGULATION FOR BRIDGES AND C.D. WORKS

It is to be clearly understood that whatever work carried out by the Contractor for construction of diversion road including earthwork, W.B.M. Bituminous surface dressing, R.C.C. pipe drains etc. will be paid for only once. If the items of temporary diversion are included in the contract and if due to flow of traffic, due to floods or due to any other cause, this diversion road and/or the R.C.C. drain gets damaged it shall be repaired and maintained by the contractor in good condition till completion of the whole work at his own expense. Traffic safety and control shall be as per clause No. 112.4 of M.O.R.T. & H Specifications for Roads and bridges (4th Revision 2001)

12.5 SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL
a) SUPERVISION

The contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer-in-Charge, to act on his behalf. If in the opinion of the 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 same force as if there had been given to the contractor himself. If the contractor fails to appoint suitable agent as directed by the Engineer-in-Charge, 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.

12.6 PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICITY CABLES AND WATER SUPPLY LINES.

During the execution of work, it is likely that the contractor may meet with telephone cables, 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 and also of the concerned Department by the contractor. Any damage what so ever done to these cables and pipe lines by the contractor shall be made good by him at his cost.

12.7 SAFETY CODE :-

- 1) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1:4 (1.horizontal and 4 vertical).
- 2) Scaffolding or staging more than 3.25m above the ground or floors swung or suspended from an overhead support or erected with stationary supports, shall have guard rail properly attached bolted braced and otherwise assured at least 1m high above the floor or platform of such scaffolding or staging and extending along the entire length. Of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or the structure.
- 3) Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or is more that 3.25m above ground level or floor level. It shall be closely boarded and should have adequate width and should be suitably fenced as described in 2 above.
- 4) Every opening in floor of the building or in a working platform shall be provided with suitable protection to prevent fall of persons or materials by providing suitable fencing or railing with minimum height of 1m.
- 5) 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 9m in length. Width between side rails of ladder shall in no case be less than 30 cms for ladder up to and including 3m in length. For longer ladders this width shall be

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increases at least 6mm for each additional 20 cms. Of length. Uniform step spacing shall not exceed 30 cms.

- 6) Adequate precautions shall be taken to prevent danger from electrical equipments. No materials on any of the site shall be stacked or placed as to cause danger or inconvenience to any public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expense of defence of every suit, action or other proceedings 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 proceedings to any such person or which may with the consent of the contractor to be paid to compromise any claim by any such person.

12.8 SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK :- For item rate contractors, the

contract unit rates for different items of work shall be for payment in full for completing the work to the requirements of the specifications including full compensation for all the operations detailed in the relevant section of these specifications under “**Rate**” In the absence of any direction to the contrary, the rates are to be considered as fully inclusive of rate for finished work covering all labour materials, wastage, temporary work, plant, equipment, overhead charges and profit as well as the general liabilities obligations and risks arising out to the general conditions of contract.

The item rates quoted by the contractor shall unless otherwise specified also include compliance with / supply of the following :-General works such as setting out clearance of site before setting out and clearance of works after completion.

- i) A detailed programme for the construction and completion of the works (using / CPM / PERT techniques) giving in addition to construction activities detailed network activities for the submission and approval of materials procurement of critical materials and equipments.

Fabrication of special products/ equipments and their installations and testing and for all activities of the Employer that are likely to effect the progress of work etc. including up dating of all such activities on the basis of the decisions taken at the periodic site review meetings or as directed by the Engineer in charge.

- ii) Samples of various materials proposed to be used on the work for conducting tests there on as required as per the provisions of the contract.
- iii) 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 specification to be submitted to the Engineer for this approval before use in the works.
- iv) Detailed designs, calculations and drawings for all temporary works (such as from work, staging, cantering, specialised constructional handling and linching equipment and the like)

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- v) Detailed drawings for templates support and end anchorage details for pre stressing cable profiles bas bending and cutting schedules for reinforcements materials lists for fabrication of structural steel etc.
- vi) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provisions of the specifications.
- vii) Testing of various finished items and materials including bitumen cement concrete bearings as required under these specifications and furnishing test reports/ certificates.
- viii) Inspection report in respect of form work staging reinforcement and other items of work as per the relevant specifications.
- ix) Any other data which may be required as per these speculations or the conditions of contract or any other annexure/ schedules forming part of the contract.
- x) Any other item of work which is not specifically provided in the bill of quantities but which is necessary for complying with the provisions of the contract.
- xi) **All temporary works form and false works.**

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 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 the 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 may claims from other agencies on this account.

13.0 RESPONSIBILITIES FOR LEVEL AND ALIGNMENT:-

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein, such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer in charge.

14. LEVELING INSTRUMENTS:-

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

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15. STACKING AND STORAGE AND GUARDING OF MATERIALS:

- 15.1 The stacking and storage of material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the materials against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, heavy materials shall be stored on paved platforms.
Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by Contractor and materials issued by Government to Contractor under Schedule "A" Same applies for the material obtained from different sources of supply.
- 15.2 The Contractor shall at his own expense engage watchman for guarding the materials and plant and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.
- 15.3 No materials brought to the site shall be removed from the site without the prior approval of the Engineer-in-charge.

16. INSPECTION OF WORKS

- 16.1 The Contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work.
- 16.2 The Contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Engineer-in-charge for proper inspection of all parts of the work.
- 16.3 Contractor shall extend his full co-operation and make all necessary arrangements when needed for carrying out inspection of the work or any part of the work by the local representatives, M.L.As, M.Ps and officers and dignitaries / delegates of various Government departments, local bodies, private sectors etc. No compensation shall be paid to the contractor on this account.
- 16.4 The work shall be carried out by the Contractor without causing damage to the existing Government property and / or private property. If any such damage is caused, the Contractor shall pay for restoration of the property to the original conditions, and any other consequent damages.
- 16.5 In the event of the occurrence of an accident involving serious injuries or death of any person, at site of work or quarry or at any place in connection with the work the same shall be reported in writing within twenty four hours of the occurrence to the Engineer-in-charge and Commissioner of Workmen's compensation.
- 16.6 The Contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per departmental procedure. In case the material is disposed off by the department, the sale proceeds will be credited to the Contractor's account after deducting the cost of sale incurred. However, no claim of Contractor regarding the price or amount credited will entertained afterwards.
- 16.7 All constructional plant, provided by the Contractor shall when brought on to the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part

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of the site to another) without the consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent.

17. PAYMENTS:-

- a) **RUNNINGS 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.
- b) **Final Bill:-** The contractor should submit final bill within one month after completion of the work and the same will be paid within 3 months if it is in order. Disputed items and claims if any shall be excluded from the final bill and settled separately later on.

18. CLAIMS :- Bill for extra work or for any claim shall be paid separately apart from the interim bills

for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extra or claims not covered in the appendices.

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

18.1 MAINTENANCE:-

- 1) The contractor shall maintain the finished surface of the road for a period of as per D.L.P Period in clause No.20 after the completion of work without any extra cost of Govt.
- 2) On completion of the work in all respects, necessary certificate will be issued by the concerned Executive and the defect liability period will be counted from the date of issue of such certificates.
- 3) All damages during execution shall be made good by the contractor at his cost. He will be responsible for any damages to the road surface including B.T surface in rainy seasons and during construction and guaranteed maintenance period and no separate payment will be made for restoring such damages.
- 4) Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has carried out. No extra payment shall be made for such rectification.
- 5) The agency has to commence the rectification work as soon as possible and in any case no later than 3 days of its communication by the concerned E.E./D.E/J.E and complete the same within 7 days maximum in case the agency fails to start the rectification work within above specified period, the department will levy a compensation of Rs. 5000.00 per day till the time commences the rectification work.

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- 6) Alternatively the rectification work will be taken up in hand by the department after 3 days at the risk and cost of the agency and all expenses including any incidentals will be recovered from its immediate forthcoming bill or deposit kept with the department. The agency will have to make all necessary arrangements for smooth flow of traffic till the time the rectification work is completed or also this will be done by the department at the risk and cost of agency.
- 7) The agency will have to make all necessary arrangement for smooth flow of traffic till the time the rectification work is completed or also this will be done by the department at the risk and cost of agency.
- 8) The contractors liability of maintaining the road to the required specifications will commence right from the date of work order till the expiry of defect liability period. The liability also extends to the un tackled length.

18.2 Additional condition to be incorporated in the tenders for work primarily of bituminous nature

- 1) The roughness index measurements shall be carried out by "Towed fifth wheel bump integrator" by the contractor at his own cost.
- 2) The agency will be responsible for the maintenance of the entire stretch of the road included in the scope of work right from the day on which the work order is issued for the work, till the end of defect liability period.
- 3) Where the use of vibratory roller and mechanical pavers is envisaged for the work, the agency must produce the relevant papers to prove that the mechanical pavers and vibratory roller is owned by them, Mere production of hire agreement/purchase order will not sufficient.
- 4) The agency must submit a proof of owning mechanical sprayer. (Towed type/truck mounted type)
- 5) All items of tack coat, and bituminous overlays of penetration type like B.B.M. etc and liquid seal coat must be carried out by pressure sprayers only. The pressure sprayer may be a mechanical sprayer with towing arrangement or truck mounted type.
- 6) The RCC pipes required for the work shall be procured from the MSSIDC only. The payment towards providing and fixing NP2 /NP3/NP4 pipes will be released only after the Contractor submits the bills of MSSIDE to authenticate that the pipes have been purchased from the MSSIDE. No payment towards the item of providing and laying of the pipe will be released in absence of the submission of requisite documents.
- 7) Steps to be taken to plug the loop holes in the supply of good quality retro reflective sign Boards.
 - a) Signboard manufacturer should be authorized converter of any reflective sheeting manufacturer or his sole distributor (presently there are 3 standard companies namely

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3m/Nikkalite/Kiwalite) The sign board manufacturer should produce converter certificate on demand insist for it.

- b) Sign board manufacturer should given warrantee certificate of every job undertaken. The warrantee certificate should be from Reflective sheeting manufacturer or his sole distributor and not from signboard manufacturer. Insist for such warrantee certificate, the warrantee shall be for 7 years for high intensity grade and for 5 year Engineering grade sharing.
- c) The signboard manufacturer should put his label behind the board stating clearly the year of make and time of the converter.
- d) In case of ever a slightest doubt avail the facility of testing by retro checker being made available by 3m free of cost.

19. SET UP OF EQUIPMENTS

19.1 The Contractor shall have at least following equipments calibrated to the latest date in the laboratory so established. The Contractor will have to carry out the calibration of the equipments from the approved agency as and when directed by the Engineer-in-Charge at his own cost in cases where the calibration validity stands expired.

GENERAL

i)	Oven - Electrically operated, thermostatically controlled range upto 200 ⁰ C, Sensitivity, 10 ⁰ C,	1 No.
ii)	Balance - 20 Kg. Capacity (Self indicating)	1 No.
iii)	Electronic Balance - 5 Kg. Capacity accuracy 0.5 gm.	1 No.
iv)	Thermometers : 1) Mercury in glass 0 ⁰ to 250 ⁰ 2) Mercury in steel with 30 cm. stem up to 300 ⁰ C	2 Nos. 4 Nos.
v)	Kerosene or Gas stove / electric hot plate	1 Nos.
vi)	Set of IS sieves 45 cm. dia G.I. frame, 125 mm, 100 mm, 90 mm, 80 mm, 63 mm, 53 mm, 50 mm, 45 mm, 40 mm, 37.5 mm, 26.5 mm, 25 mm, 22.4 mm, 20 mm, 19 mm, 13.2 mm, 11.2 mm, 9.50 mm, 4.75 mm, 4.25 mm, 6.3 mm, 6 mm, with lid and pan (coarse sieve)	1 set of 23 Nos sieves
vii)	Set of IS Fine sieves with 20 cm. dia brass frame, 2.8 mm, 2.36 mm, 1.18 mm, 0.60 mm, 0.30 mm, 0.15 mm, 0.075 mm, 425 micron, 300 micron, 150 micron, 90 micron, 75 micron, with lid and pan (fine sieve)	1 set of 13 Nos sieves
viii)	Glass wares, spatulas, wire gauges, steel scales, measuring tape, enamelled tray, porcelain dish, plastic bags, gunny bags, digging tools etc.	As per requiremen t
ix)	First aid kit.	1 No.
b)	AGGREGATE & TESTING	
i)	Atterberg limits (liquid & plastic limit) determination apparatus	1 Set.

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ii)	Dry bulk density test apparatus (sand pouring cylinder, tray, can etc.) complete.	1 Set.
iii)	Core cutter apparatus 10 cm. 10/15 cm. height complete with dolly rammer etc.	1 Set.
iv)	Aggregate impact value test apparatus	1 Set.
v)	Flakiness and elongation test guage	1 Set.
vi)	Standard measures of 5,3 and 1 litre	1 Set.
	BITUMEN TESTING	
i)	Electrometer with standard needles.	1 No.
ii)	Centrifuge type bitumen extractor hand operated complete with commercial benzene	1 Set.
iii)	Filled density apparatus with cutting tray, chisel, hammer and standard sand.	2 Set.
iv)	3 meter straight edge and camber plate adjustable type	2 Set.
v)	Softening point test apparatus.	2 Set.
vi)	Measuring cylinders 500 ml. 250 ML and 100 ML.	1 No.each.
d)	CEMENT AND CONCRRETE TESTING	
i)	Vicat apparatus for testing setting time.	1 Set.
ii)	Slump testing apparatus.	2 Set.
iii)	Compression and flexural strength testing machine of 200 tone capacity with additional dia. For flexural testing.	1 No
iv)	Moulds a) 150 x 150 x 150 cm. cubical for compressive strength. b) 150 x 150 x 700 cm. Beam for flexural strength.	1 Set 1 Set.
v)	Compaction factor test equipment	1 Set.
vi)	Needle vibrator.	1 Set.

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STATEMENT OF FREQUENCY

Sr.No.	Material	Name of Test	Frequency
1)	cement	a) fineness b) initial setting time c) final setting time d) compressive strength e) soundness	For each consignment of 50 tonnes or part thereof.
2)	Cement concrete	Compressive strength (Kg/cm ²)	Quantity set 3 cubes upto Section 5 cum – 1 sets. 6-15 cum – 3 sets. 16.30 cum – 3 sets. 31.50 cum – 4 sets. 51 cum & above- 4 Set + 1 additional set for each additional 50 cum or part thereof (per day work)
3)	Motor	Compressive strength (Kg/cm ²)	Upto 100 cum. Work/day = one per mixer
4)	Sand	a) Silt content. b) Fineness module	One test for each source.
5)	Brick Burnt IInd class	c) Water Absorption d) Crushing strength	A set of 15 bricks for each 50,000 consignment or part thereof
6)	Thermoplastic paint	a) Glass bead contents and grading analysis. b) Reflectance and yellowness index. c) Flowability (% residue) d) Softening Point (Ring and Ball method) e) Drying Time	One Test for 3 Kms. Of Thermoplastic paint
7)	Emulsion bitumen	a) % Residue test/ b) sieve test	

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Sr.No.	Material	Name of Test	Frequency
8)	80/60/40 metal and crush metal 25/20/12/10/6	c) Particle charge test a) Sp. Gravity b) Crushing value c) Abrasion value d) Impact value e) Water Absorption f) Flakiness g) Gradation	One test for 200 m3 for road work and for change of source for concrete works.
9)	Soil	a) Proctor density test B) C.B.R. Test	a) One test per 8000 m3 soil b) One test per 3000 m2 or as required
10)	Granular Sub base (Murum)	a) Plasticity Index (P.I)	a) One test for per 25 m3 of Material
11)	Hard Murum	a) Gradation Test b) Plasticity Index	One test for per 200 cum. quantity
12)	Soft Murum	a) Plasticity Index	One test for per 25 m3 of quantity
13)	Stine/ Rubble	a) Sp. Gravity b) Water absorption c) Compressive strength	One test for each source
14)	Concrete	a) Compressive strength	One test of (15cm) 6 cubes per day for 1 st 3 days thereafter for every 60 cum. Of concrete of three days work whichever is less.
15)	Bitumen Works	a) Penetration b) ductility c) Softening Point d) Extraction e) Marshall stability test	a) 1 test per bouzer b) 1 test per bouzer c) 1 test per bouzer d) Two tests per day e) Two tests per day (1 test for 3 marshal mould specimen)
16)	Inter locking	a) Compressive	1 set of 8 blocks for every 10000

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Sr.No.	Material	Name of Test	Frequency
	concrete paving block	strength b) Water absorption	block
17)	Flooring tiles (Mangalore and glazed)	a) Water absorption b) Flexural strength	16 tiles for each 2000 nos.
18)	Mangalore tile	a) Breaking load b) Water absorption	A set of 16 tiles for each 2000 nos.

Note :- The testing charges done by the contractor at his own cost. (as per above frequency chart) The mix design shall be obtained from Government Lab before start of work. The frequency of testing materials and concrete cubs should strictly observe as per specifications. Failure to follows this will liable for compensation of five times the testing charges and shall have to borne by contractor.

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बांधकाम साहित्याच्या एकमूण चाचण्यापैकी शासकीय प्रयोगशाळेत करावयाच्या चाचण्यांची टक्केवारी व वारंवारीताबाबत.

महाराष्ट्र शासन सार्वजनिक बांधकाम विभाग शासन परिपत्रक क्रमांक संकीर्ण-2004/प्र.क्र.109/रा.म.2
मंत्रालय, मंुबई-400032, दिनांक 22 मार्च 2005

- अ) कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग यांनी तपासून प्रमाणित केलेली क्षेत्रिय प्रयोगशाळा (Site Laboratory) ज्या कामावर आहे ज्या कामावरील परिशिष्ट अ मधील नमुद केलेल्या बांधकामा साहित्याच्या एकूण 70 टक्के चाचण्या क्षेत्रिय प्रयोगशाळेतून व 30 टक्के चाचण्या दक्षता व गुणनियंत्रण मंडळाच्या प्रयोगशाळेतून व 50 टक्के चाचण्या दक्षता व गुणनियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यांत याव्यात.
- ब) ज्या कामावर क्षेत्रिय प्रयोगशाळा नसेल त्या कामासाठीच्या बांधकाम साहित्याच्या 100 टक्के चाचण्या दक्षता व गुण नियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यांत याव्यात.
- क) निविदा प्रपत्रात विशेष अट (Special Condition) अंतर्गत बांधकाम साहित्याच्या चाचण्यांवरील वारंवारीता (Frequency) पाळण्याबाबत एक अट समाविष्ट करावी या अटीसोबत एक परिशिष्ट देवून त्या परिशिष्टात सर्व साहित्यांच्या चाचण्याची किमान वारंवारीता (Frequency) नमुद करण्यांत यावी ही वारंवारीता नमुद करतांना खालीलप्रमाणे पध्दत अवलंबावी.
- 1) निविदातील ज्या बाबींसाठी MORT & H Specifications चा संदर्भ देण्यांत आला आहे. त्या बाबीमधील साहित्यांचा चाचण्यासाठी MORT & H Specifications मध्ये नमुद केलेली प्रचलित किमान वारंवारीता देण्यांत यावी.
 - 2) निविदातील ज्या बाबींसाठी P.W.D. Specifications चा संदर्भ देण्यांत आला आहे. त्या बाबतमधील साहित्यांच्या चाचण्यांसाठी P.W.D. Specifications चा संदर्भ देण्यांत आला आहे. त्या बाबीमधील साहित्यांच्या चाचण्यासाठी P.W.D. Specifications मध्ये नमुद केलेली प्रचलित किमान वारंवारीता देण्यांत यावी.
 - 3) ज्या बाबींसाठी / साहित्यासाठी वरील 1 व 2 मध्ये नमुद निविदेसाठी वारंवारीता दिलेली नाही, अशा बाबींसाठी संबंधीत S.P.Codes चा वापर करण्यांत यावा. व त्याप्रमाणे किमान वारंवारीतेचा उल्लेख करण्यांत यावा.
 - 4) सर्व चाचण्यांसाठी किमान वारंवारीता वाढविण्यास प्रत्यवाय नाही.
 - 5) सोबत - परिशिष्ट अ.

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QUALITY CONTROL TESTS

Sr.No.	Material	Test	Frequency
1	Masonry Stone	i) Compressive Strength ii)Crushing Value	
2	Metal	i)Crushing Value ii) Impact Value iii) Abrasion Value IV) Water Absorption	
3	Bricks	i)Crushing Strength ii) Water Absorption	
4	Mangalore Tiles	i)Breaking Load ii) Water Absorption	
5	Flooring Tiles	i)Flexural Strength ii) Water Absorption	
6	Glazed Tiles	i) Water Absorption	
7	Cement	i)Compressive Strength ii)Initial Setting time iii) Final setting time. iv)Specific Gravity v)Soundness vi)Fineness. vii) Standard consistency.	
8	Steel	i)Weight per meter. ii)Ultimate tensile stress iii)Yield stress iv)Elongation	
9	Granular	i)Density of compacted layer. ii)C.B.R	
10	Lime/Cement Stabilised soil sub base	i)Quality of Lime/Cement ii)Degree of pulverization iii)Lime/Cement content IV)CBR/unconfined Compressive strength test on a set of 3 specimen V)Density of compacted layer	
11	Water Bound Macadam	i)Aggregate impact value ii)Flakiness and Elongation Index	
12	Wet Mix Macadam	i) Impact value ii)Flakiness and Elongation Index iii) Density of compacted layer	
13	Prime Coat/Surface Dressing	i)Quality of Binder	
14	Seal	i)Quality of Binder	

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Sr.No.	Material	Test	Frequency
	Coat/Surface Dressing	ii) Impact value/Los Angle's Abrasion value. iii)Flakiness and Elongation Index iv) Water Absorption	
15	Open graded premix surface/ close graded premix surfacing	i)Quality of Binder ii)Impact value/ Abrasion value. iii)Flakiness and Elongation Index iv) Water Absorption	
16	Bituminous Macadam	i)Quality of Binder ii) Impact value/Los Angle's Abrasion value. iii)Flakiness and Elongation Index iv) Density of compacted layer	
17	Bituminous Penetration Macadam Built up spray Grout.	i)Quality of Binder ii)Impact value/ Abrasion value. iii)Flakiness and Elongation Index iv) Water Absorption	
18	Dense Bituminous macadam / semi dense Bituminous Concrete/ Bituminous Concrete	i)Quality of Binder ii)Impact value/ Abrasion value. iii)Flakiness and Elongation Index iv) Water Absorption v)Stability of Mix vi) Density of compacted layer vii) Job Mix Design.	
19	Mastic Asphalt	i)Quality of Binder ii)Impact value/ Abrasion value. iii)Flakiness and Elongation Index iv) Water Absorption	
20	Slurry Seal	i)Quality of Binder	
21	Modified Binder	i)Softening Point ii)Penetration at 25 ⁰ C & 4 ⁰ C iii)Elastic Recovery iv)Ductility v)Flash Point vi)Viscosity vii)Thin film oven test, penetration, softening point Elastic recovery of residue, loss on heating	
22	Thermoplastic Paint	i)Glass bead contents and grading Analysis.	

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Sr.No.	Material	Test	Frequency
		ii) Reflectance and Yellowness index iii) Flow ability iv) Drying Time	
23	Interlocking Concrete paving block	i) Compressive strength ii) Flexural Test iii) Resistance To wear.	
24	Wood work (shutters)	i) End immersion tests ii) Knife test iii) Glue adhesion test	
25	Cement Concrete	i) Mix design	
26	Asphalt Concrete	i) Job mix design with all tests on basic material	
27	Reinforcement steel bars	i) Tensile strength ii) % Elongation.	

Mandatory Testing of Material and Penalty Clause

It is mandatory on the part of contractor to carry out all the required tests of various construction materials on the basis of frequency test and charges fixed by V.Q.C.C. of the tender. **Applicable testing charges will be reimbursed to the contractor on production of valid documents.** If the contractor fails to submit required test result of the various construction materials as mentioned in the items of Schedule B, he will be liable to deposit the amount at penal rate of five times of the amount of particular test which he has not carried out. Contractor will be informed by the Engineer in charge through letter. On receipt of letter, contractor will have to either deposit the said amount or to carry out the required test within ten days. If he again fails to carry out the required tests in stipulated time limit, the said tests will be carried out by the department and total expenditure incurred on the testing charges plus five times amount of testing charges will be recovered from the contractor's bill.

As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender conditions and Executive Engineer's decision will be final and binding on the contractor and it can not be challenged by the contractor by way of Appeal, Arbitration or in the court of law.

1. VSI Crushed Sand / Artificially manufactured sand / fine aggregates hereinafter referred for as "Crushed Sand" shall be as defined under Cl. 3.1.2 of IS 383-2016
2. The properties of "Crushed Sand" shall confirm to the provisions of IS 383-2016.
3. The "Crushed Sand" shall be free of dust and other Deleterious material.
4. The "Crushed Sand" shall be manufactured using "Automatic Vertical Shaft impactor" type Crusher only.
5. The quantity of Microfines (Particles below 75 microns) in "Crushed Sand" shall not be more than 7%.

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6. The contractor shall intimate the Engineer in charge regarding the source of supply of Crushed Sand. The source of supply of "Crushed Sand" shall be got approved by the Executive Engineer (Engineer in charge) prior to the start of work.
7. Each load of crushed sand whenever brought on site shall be tested for "Fineness modulus". Fineness modulus shall be within permissible limits. If it doesn't fall within acceptable limits, it shall be rejected.
8. The test of Compressive strength of concrete / Mortar using "Crushed Sand" shall be carried out in presence of Department's Engineer as given below.
 - a) 100% Cube testing in presence of Junior / Asstt./ Sectional Engineer.
 - b) 25% cube testing in the presence of Sub-Divisional Engineer.
 - c) 5% Cube testing in the presence of Executive Engineer (Engineer in charge)
9. The flakiness index and elongation index tests shall be within permissible limits.
10. The Concrete mix design for each grade of concrete using "Crushed Sand" shall be carried out only in Government Quality Control laboratory and the same Mix Design shall be adopted.
11. As far as possible freshly produced "Crushed Sand" shall be used stored "Crushed Sand" shall not be used.
12. For plastering purpose, if the use of crushed sand is proposed it shall be used within addition of super plasticisers at the rate of 100 ml. / Bag of Cement without extra cost to Government. Separate permission shall be taken for use in plastering from concerned Executive Engineer.
13. The following tests shall be carried out for the use of "Crushed Sand".
 - a) Sieve analysis.
 - b) Specific gravity.
 - c) Water absorption.
 - d) Bulk density.
 - e) Alkali aggregate reaction.
 - f) Soundness
 - g) Deleterious Material.
 - h) Organic impurities.
 - i) Micro Fines content.
 - j) Test for silt and clay.
 - k) Fineness Modulus test.
14. Necessary Bond regarding the use of "Crushed Sand" shall be submitted by the contractor clearly stating that, if any defects are observed during execution and defect liability period, the same shall be rectified at his own risk and cost.
15. Grading zone II mentioned under Clause 6.3 table 9 of fine aggregates is IS 383:2016 shall only be used for concreting.
16. Reversible Drum Type / Batch mix plant (Pan type) concrete mixer shall be used for concrete.
17. Crushed Sand shall not be used for prestressed concrete works.

PUBLIC WORKS DEPARTMENT

20. COMPLETION CERTIFICATE:

- 20.1 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. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be complete and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction.
- 20.2 After the work is completed the Contractor shall give notice of such completion to the Engineer-in-charge and within 30 days of receipt of such a notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the Contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge are rectifiable he shall inform the Contractor the defects noticed. The Contractor after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in-charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if, the defects are rectified to his satisfaction, and if not, he shall inform the Contractor indicating defects yet to be rectified. The time cycle as above, shall continue.
- 20.3 In case defects noticed by the Engineer-in-charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer-in-charge within 30 days indicating the un-rectifiable defects for which reduction in payment is being made by him.
- 20.4 The issue of completion certificate shall not be linked up with the site clearance on completion of the work.

21. SAMPLES AND TESTING MATERIALS

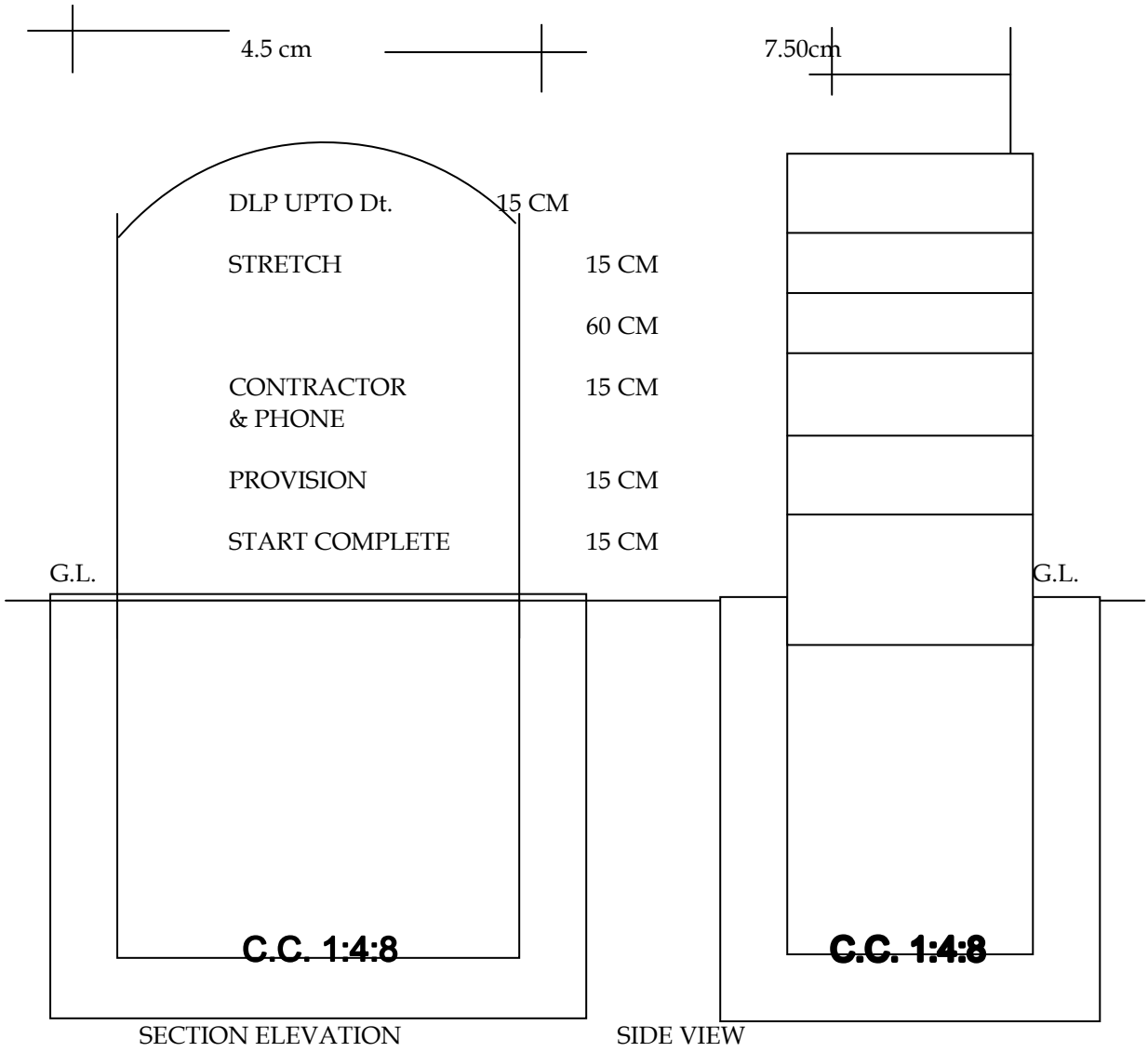
- (A) All material to be used on civil construction work shall be got approved in advance from the Engineer-in charge and for furniture work wood, plywood, laminates, veneer etc. from Architect and Engineer in charge and shall pass the test and / or analysis required by him which will be :
- (i) As specified in the specification for the items concerned and / or
 - (ii) ISI Specifications (whichever and wherever applicable) or
 - (iii) Such recognised specifications acceptable to Engineer-in-charge as equivalent there to or in absence or such authorised specification.
 - (iv) Such requirement test and / or. analysis as may be specified by the Engineer -in-charge in order of precedence given above.
- (B) The contractor shall at his risk and cost make all arrangements and / or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for tests or for analysis at such time and to such place or places as 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.

PUBLIC WORKS DEPARTMENT

- (C) The contractor shall if and when required, submit at his cost the samples of materials to be tested or analysed and if, so directed shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in-charge.
- (D) 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.
- (E) 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.
- (F) 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 in nearest control laboratory of the Department.
- (G) In case of material procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorised representative of the Engineer-in-charge at the nearest laboratory. If additional testing other than as required b) specification is ordered, the testing charges, shall be borne by the Department, if the test results are satisfactory and by the contractor if the same are not satisfactory.
- (H) In case of materials supplied by the Government, if the contractor demands, certain testing, the charges thereof shall be paid by contractor if the testing results are satisfactory and by the Department if the same are not satisfactory.

DEFECT LIABILITY PERIOD PLATE

[D.L.P. PLATE]



Contractor

No.of Corrections

Executive Engineer

TECHNICAL SPECIFICATIONS

NAME OF WORK :-

Improvement Of Road Ambedkar Nage, Goverdhan, Jalapur, Mahadev Nagar, Farvshi International School (Old Girnare Road) Tamata Market Girnare, Naikwadi Sadgaon, Valdhamet Road MDR-208 KM 8/500 To 20/00 Tal & Dist, Nashik.

SPECIFICATIONS

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
1	Clearing grass and removal of rubbish up to a distance of 50 metres outside the periphery of the area .	MORTH 201	✓	The work shall be carried out as directed by Engineer in Charge
2	Scarifying the existing granular road surface to a depth of 50 millimetre and disposal of scarified material within all lifts and leads upto 1000 metres.	MORTH 305.4.3	✓	The work shall be carried out as directed by Engineer in Charge
3	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50 metre and spreading for embankment or stacking as directed.	MORTH 301	✓	The work shall be carried out as directed by Engineer in Charge
4	Excavation for roadway in hard murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50metre and spreading for embankment or stacking as directed.	MORTH 301	✓	The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
5	Excavation for roadway in soft rock, including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50metre and spreading or stacking as directed.	MORTH 301	✓	The work shall be carried out as directed by Engineer in Charge
6	Excavation for catch / side water gutter in all sorts of soils to the specified section including stacking the excavated stuff in a regular bund and disposing of unsuitable or excess stuff as directed all sorts of soils.	MORTH 309	✓	The work shall be carried out as directed by Engineer in Charge
7	Watering and compacting of embankment formed of materials obtained from the road cutting within a lead of 50 meter, not less than 97 % of standard Proctor density after laying them in layers of 20 centimeter to 30 centimeter with vibratory roller.	MORTH 305	✓	The work shall be carried out as directed by Engineer in Charge
8	Providing earth work in embankment with approved materials obtained from other sources upto lead of 50 metre including all lifts, laying in layers of 20 centimeter to 30 centimeter thickness breaking clods, dressing to the required lines, curves, grades & section, watering and compaction with vibratory roller with V-Sat attachment to achieve not less than 97 % of standard proctor density etc. complete (Material obtained from Other sources)	MORTH 305	✓	The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
9	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at Optimum moisture Content, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401-- Plant Mix Method and Grading - III Material	MORTH 401 ✓		The work shall be carried out as directed by Engineer in Charge
10	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate (natural sand/ Vertical Shaft imapactor grade finely washed crushed sand) conforming to Indian Standards: 383, the size of coarse aggregate not exceeding 25 millimetre, , cement content not to be less than 150 kilogram per cubic metre, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mega pascal at 7 days, mixed in a batching plant/ Weigh batch mixer, transported to site with all leads and lifts, laid with a paver with electronic sensor /by suitable means as approved by Engineer-in-charge , compacting with vibratory roller, finishing, curing and including preparation of sub-grade surface if required etc. complete.	MORTH 601 ✓		The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
11	Providing and laying in-situ M40 Grade unreinforced plain cement concrete pavement with max 20% fly Ash (Fly-ash upto 20% by weight of Cement) over a prepared sub base with 43 grade cement , coarse and fine aggregate (natural sand/ Vertical Shaft Imapactor grade finely washed crushed sand) conforming to Indian Standard 383, using fine and coarse aggregates combined gradation as per Table 600-3 of Ministry of Road Transport & Highway Specification 2013, mixed in a batching and mixing plant/ non tilting mixer and Weigh batcher as per approved mix design, admixtures, transporting to site, spreading, laying with approved make paver,compacted and finished in a continuous operation, finishing to lines and grades as directed by Engineer-in-charge and curing by curing compound /by providing cement vata in cement Mortar 1:8 @0.6meter X 0.6meter centre to centre, admeasuring 80 millimeter at bottom and 40 millimeter at top with depth of 75 millimeter and maintaining the same throughout curing period by any other method approved by Engineer-in-charge.	MORTH 602		The work shall be carried out as directed by Engineer in Charge
12	Providing and laying 125 micron Low Density Polyethylene (Low Density Polyethylene) sheet confirming to Indian Standards 3395 : 1997 below concrete pavement including all materials and labour complete.	As Directed by Engineer In Charge		The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
13	Providing and fixing in position Thermo Mechanical Treatment Ferrous 500, 32 millimetre diameter dowel bars precoated with anticorrosive epoxy paint of required Dia. 60 centimeters. Long and at 30.00 centimeters. Center to Center and wherever directed including handling, straightening, necessary cutting supported by Thermo Mechanical Treatment Ferrous 500, chairs with proper alignment by using properly designed assembly of Bulkheads lubricating half length with bituminous paint as directed etc. complete.	As Directed by Engineer In Charge		The work shall be carried out as directed by Engineer in Charge
14	Providing and fixing in position Thermo Mechanical Treatment Ferrous 500, tie bars precoated with anticorrosive epoxy paint of 12 millimetre diameter 70 centimeters. long and at 30.00 centimeters. Center to Center and wherever directed including handling, straightening wrapping with paper of approved quality for half length, necessary cutting, handling, straightening, supported by assembly of Thermo Mechanical Treatment Ferrous 500, chairs with proper alignment etc. complete.	As Directed by Engineer In Charge		The work shall be carried out as directed by Engineer in Charge
15	Cutting transverse contraction joints 3 to 4 millimetre wide and depth 60 millimetre in concrete slab using concrete cutting machine with diamond studded saw within 48 hours of casting of bay / slab etc. complete including subsequent widening of the groove 8 to 10 millimetre wide at top having depth of 15 millimetre as directed by Engineer incharge.	As Directed by Engineer In Charge		The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
16	Providing to contraction joints polysuphide sealent (Pouring grade) confirming to British Standards : 5212 - 1989 into sawed groove widened at top for sealent reservoir of specified size and shape as per detailed drawing including fixing Polyethylene foam backer rod of required diameter (appraox. 25% larger than the initial 3 mm.to 4 mm. joint) overlaid with bond breaking tape as per detailed drawing. Item includes cleaning the joints with water jet / air compressor and allowing joint to become thoroughly dry before sealent is applied and applying primer. (A) Contraction and longitudinal joints (15 millimetre. deep x 8 millimetre wide)	As Directed by Engineer In Charge		The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
17	Supplying hard murum/ kankar at the road site, including conveying and stacking complete.	As directed by Engineer in charge ✓		<p>1) The materials shall be got tested from the approved laboratory before use at the cost of Contractor. He must preserve the Forest Conservation Act 1980. He is fully, wholly and solely responsible for violance of Forest Conservation act.1980. The rates shown in Schedule - "B" will be deemed to have included all leads, lifts, octroi duty, sale tax etc. if the Government quarries are not available, it will be the responsibility of the contractor to obtain the material from the private quarry at his own cost, for which the contractor should obtain the permission of the owner and the competent authority at his own cost and no extra lead charges will be given to the contractor.</p> <p>2) The murum should be collected as per requirement by the side of road & properly stacked & got approved from engineer in charge before spreading.</p> <p>3) The stacking of murum should be so done that it do not cause hinderence to existing traffic.</p> <p>4) As directed by Engineer in charge.</p>
18	Spreading hard murum/ soft murrum/ gravel or kankar for side width complete	As directed by Engineer in charge ✓		The work shall be carried out as directed by Engineer in Charge
19	Compacting the hard murum side widths including laying in layers on each side with vibratory roller including artificial watering etc. complete.	As directed by Engineer in charge ✓		The unit for mode of measurement will be one square metre basis instead of one kilometre length as mentioned in the standard specification book. For Compacting only power roller of 10 to 12 Metric Tonne capacity roller of required specification shall be usaed as directed by the Engineer in Charge
20	Providing and fixing Reinforced Cement Concrete 200 meter Stone in cement concrete 1:4:8 as per Indian Road Congress standard including fixing in standard size block including curing ,painting lettering etc. complete.	MORTH 807 ✓		The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
21	Providing and fixing 1:2:4 ordinary kilometer Stone in cement concrete 1:4:8 metre stones as per Indian Road Congress standard including fixing in standard size block including curing ,painting lettering etc. complete.	MORTH 807 ✓		The work shall be carried out as directed by Engineer in Charge.
22	Providing and fixing Reinforced Cement Concrete 5th Kilometer Stone in Cement Concrete 1:4:8 metre stones as per Indian Road Congress standard including fixing in standard size block including curing ,painting lettering etc. complete.	MORTH 807 ✓		The work shall be carried out as directed by Engineer in Charge
23	Providing and Laying hot applied thermoplastic road marking strip on Bituminous Surface of specified shade/ colour of 2.5 millimetre thick including 1.5 Refractive index reflectorizing glass beads @ 250 gram per square metre .Thickness of 2.5 millimetre is exclusive of surface applied glass beads as per Indian Road Congress 35:2015. Initial Dry reflectivity RL shall be > 250 mcd/sqm/lux measured in the initial 7 days and sustained reflectivity RL of 100 mcd/sqm/ lux and Qd of 100 mcd/sqm/ lux measured at the end of 2 years by means of a Standard Reflectometer of Zehntner, EasyLux, Delta make capable of measuring RL & QD both according to Indian Road Congress 35:2015 clause 15.5. The finished surface to be level, uniform, and free from streaks and holes complete as per direction of Engineer-in-charge and in accordance with applicable specifications.(Refer Ministry of Road Transport & Highway Clause 803 for technical Specification and Performance for Indian Road Congress 35:2015).	MORTH 803.4 ✓		The Work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
24	Supplying and Fixing of Molded Shank Raised Pavement Markers / Cat's Eye made of polycarbonate and Anti Breaking System moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face and shall support a load of 16000 kilogram tested in accordance to American Society of Testing and Materials D 4280 Type H and complying to Specifications of Category A of Ministry of Road Transport & Highway Clnidian Road Congressular No RW/NH/33023/10-97 DO III Dt 11.06. 1997. The height, width and length shall not exceed 50 millimetre, 100 millimetre and 102 +/- 2 millimetre and with minimum reflective area of 13 Square metre on each side and the slope to the base shall be 35 +/- 5 degree. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 +/- 2 millimetre and height not less than 30+/- 2 millimetre) from the body is to be a minimum value of 500 Kilogram Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer.The contractor shall submit a two year warranty for satisfactory field performance including stipulated retro-reflectance of the reflecting panel, to the Engineer.	MORTH 804		The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
25	Providing and fixing Cautionary/Warning sign boards in Equilateral Triangle size of 600 millimetre made out of 3 millimetre aluminum composite material aluminum sheet bonded with white retro reflective sheeting of Class C (Type XI Micro prismatic grade sheeting) having pressure sensitive/heat activated adhesive retoreflexive specified back ground, border and back side retoreflexive symbols, letters, numerals, arrow as per Indian Road Congress:67-2012 Table No 8.3 Supported with back support frame 25 millimetre x 25 millimetre x 3 millimetre, duly painted on back side with grey stove enamel paint and supported on one no. of mild Steel angle iron post of size 65 millimetre X 65 millimetre X 6 millimetre, 3.45 metre long, duly painted with with flat oil paint having alternate black and white bands of 25 centimetre width including Galvanized Iron fixtures etc; fixing the boards in M25 grade concrete block of size 60 centimetre X 60 centimetre X 75 centimetre including transportation etc; complete. ClassC (Type XI Micro prismatic grade sheeting) shall have 10 years written warranty from the manufacturer and authorised distributor/convertor issued for field performance including the screen printed areas and cut-out sheeting and cut-out durable transparent overlay film and this warranty certificate in original should be submitted to the Engineer in charge by the contractor/supplier.	MORTH 801		The Work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
26	Providing and fixing Mandatory/Regulatory sign boards in Indian Road Congress shape of 600 millimetre diameter made out of 3 millimetre aluminum composite material dia aluminum sheet bonded with white retro reflective sheeting of Class C (Type XI Micro prismatic grade sheeting) having pressure sensitive/heat activated adhesive retroreflective specified back ground, border and back side retroreflective symbols, letters, numerals, arrow as per Indian Road Congress:67-2012 Table No 8.3 Supported with back support frame 25 millimetre x 25 millimetre x 3 millimetre, duly painted on back side with grey stove enamel paint and supported on one no. of Mild Steel angle iron post of size 65 millimetre X 65 millimetre X 6 millimetre, 3.45 metre long, duly painted with flat oil paint having alternate black and white bands of 25 centimetre width including Galvanized Iron fixtures etc; fixing the boards in M25 grade concrete block of size 60 centimetre X 60 centimetre X 75 centimetre including transportation etc; complete. Class C (Type XI Micro prismatic grade sheeting) shall have 10 years written warranty from the manufacturer and authorised distributor/convertor issued for field performance including the screen printed areas and cut-out sheeting and cut-out durable transparent overlay film and this warranty certificate in original should be submitted to the Engineer in charge by the contractor/supplier.	MORTH 801		The Work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
27	Providing and fixing of retro- reflectorised informatory sign board rectangular/Square in shape having area less than 0.9 One Square Meterr made out of 4 millimetre aluminum composite material aluminum sheet bonded with white retro reflective sheeting of Class B (Type IV High intensity micro-prismatic grade sheeting-HIP) having pressure sensitive/heat activated adhesive retoreflective specified back ground, border and back side retoreflective symbols, letters, numerals, arrow as per Indian Road Congress:67-2012 Table No 8.3, supported with back support frame 25 millimetre x 25 millimetre x 3 millimetre, duly painted on back side with two coats of grey stove enamel paint and supported on one no. mild steel angle iron post 75 millimetre x 75 millimetre x 6 millimetre, 3.5 meter long firmly fixed to the ground by means of properly designed foundation with M25 grade cement concrete 45 centimeter x 45 centimeter x 60 centimeter, 60 centimeter below ground level as per approved drawing The angle iron post shall be duly painted with one coat of epoxy primer and two coats of epoxy finish paints having alternate black and white bands of 25 centimeter width including Galvanised Iron fixures and transportation etc.complete.The nut bolts of board with angle iron post/supporting structure after fixing at site has to be electrically welded. Class B (Type IV High intensity micro-prismatic grade sheeting-Horizontal Intersection Point) sheeting shall have 7 years written warranty from the manufacturer and authorised distributor/convertor issued for field performance including the screen printed areas and cut-out sheeting and cut-out durable transparent overlay film and this warranty certificate in original should be submitted to the Engineer in charge by the contractor/supplier.	MORTH 801		The Work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
28	Providing and fixing board displaying information, such as 'Name of work, Tender cost, Name of Contractor, Work completion and liability period etc, having rectangular shape of 1.20 metre x 0.90 metre size made out 18 gauge (1.25 millimetre) thick mild steel sheet painted with one coat of Zinc chromate stoving primer and two coats of enamel paint on front side and grey stove enamel on back side and border / messages / symbols etc. with approved colour shade paint complete, on Mild Steel angle of size 35 X 35 X 3 millimetre frame with properly cross braced Mild Steel angles of size 35millimetre X 35 millimetre X 3 millimetre duly painted including Two Mild Steel angle iron posts of size 65 millimetre X 65 millimetre X 6 millimetre, 3.65 metre long painted with alternate black and white bands of 25 centimeter width including all fixtures etc.and fixing the boards in 1:4:8 concrete block of size 60 centimetre X 60 centimetre X 75 centimetre including, excavation, refilling, transportation, and labour etc complete. Spec. No. As directed by Engineer in Charge	MORTH 801 (		The work shall be carried out as directed by Engineer in Charge.

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
29	Metal Beam Crash Barrier -- Type - A, W : Metal Beam Crash Barrier (Providing and erecting a W "metal beam crash barrier comprising of 3 millimetre thick corrugated sheet metal beam rail, 70 centimetre above road/ground level, fixed on Indian Standard Medium Channel series channel vertical post, 150 x 75 x 5 millimetre spaced 2 metre centre to centre, 1.8 metre high, 1.1 metre below ground/road level, all steel parts and fitments to be galvanised by hot dip process, all fittings to conform to Indian Indian Standard:1367 and Indian Standard:1364, metal beam rail to be fixed on the vertical post with a spacer of channel section 150 x 75 x 5 millimetre, 330 millimetre long complete as per clause 810)"	MORTH 810 ✓		The work shall be carried out as directed by Engineer in Charge
30	Road Delineators: Supplying and installation of delineators (Roadway Indicators, Hazard markers, Object markers) 80 to 100 centimetre high above ground level, painted black and white in 15 centimetre wide strips, fitted with 80x100 millimetre rectangular or 75 millimetre diameter Indian Road Congressular reflectorised panels at the top, buried or pressed into the ground and confirming to Indian Road Congress 79 and the drawings	MORTH 806 ✓		The work shall be carried out as directed by Engineer in Charge
31	Dismantling the Reinforced Cement Concrete work 1:2:4 and sorting out the materials such as steel etc. as directed and stacking them within the specified lead as directed etc. complete.	As directed by Engineer in charge. ✓		The work shall be carried out as directed by Engineer in Charge

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
32	Removing Non pressure-2 and Non pressure-3 class pipes including stacking at road side as directed by the Engineer in charge. Upto 900 millimetre diameter and above. etc complete.	As directed by Engineer in charge. ✓		The work shall be carried out as directed by Engineer in Charge
33	Excavation for foundation in earth, soils of all types, sand, gravel, soft murum including shoring and strutting, dewatering as necessary and disposing off excavated stuff as directed etc. complete. (By Mechanical Means)	BR.3 Page One Number 102 ✓		The work shall be carried out as per the directions of Engineer-in-charge.
34	Excavation for foundation in hard murum including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.	BR.3 Page No. 102 ✓		1) The excavated material shall be utilised in the respective items of this work as required as per specifications of the item concerned. 2) As directed by the Engineer in charge of work
35	Excavation for foundation in soft rock including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete. (Excluding Dewatering)	BR.3 Page No. 102 ✓		1) The excavated material shall be utilised in the respective items of this work as required as per specifications of the item concerned. 2) As directed by the Engineer in charge of work
36	Providing cast in situ / ready mix M10 grade cement concrete for head walls of Cross Drainage work / retaining walls etc. including necessary form work, compaction, finishing and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with Supervisory Control and Data Acquisition with Natural / Vertical Shaft Impactor standard Artificial Sand, cement 4.05 bags per Cubic Metre)	CD 8 Page 163 ✓		a) All the material is to be tested and Design mix should be obtained from Government / Government Approved Laboratory before starting of work as directed by the Engineer-in-charge b) The strength of concrete to be used is M-10 by Design mix. c) Sampling and testing shall comply with specification d) Curing shall be done by wet gunny bags. e) The work shall be carried out as per the directions of Engineer-in-charge.

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
37	Providing cast in situ / ready mix M20 grade cement concrete for head walls of Cross Drainage work / retaining walls etc. including necessary form work, compaction, finishing and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with Supervisory Control and Data Acquisition with Natural / Vertical Shaft Impactor standard Artificial Sand, cement 4.05 bags/cubic metre)	CD 8 Page 163 ✓		a) All the material is to be tested and Design mix should be obtained from Government / Government Approved Laboratory before starting of work as directed by the Engineer-in-charge b) The strength of concrete to be used is M-20 by Design mix. c) Sampling and testing shall comply with specification d) Curing shall be done by wet gunny bags. e) The work shall be carried out as per the directions of Engineer-in-charge.
38	Providing and laying weep holes of 100 millimetre diameter Asbestos Cement/Poly Vinyl Chloride pipes as per drawing for abutment returns, return walls etc. Complete.	MORT&H (5th Rev.) ✓ 2705, 2706		The Work shall be carried out as directed by Engineer in Charge
39	Providing and laying cement concrete pipe of Indian Standard 458:2003 Non Pressure-4 class of 1000millimeter diameter in proper line, level and slope including providing and fixing collars in cement mortar 1:2 and curing etc. complete.	CD 7 Page 167 ✓		The work shall be carried out as directed by Engineer in Charge
40	Excavation for foundation in hard rock by blasting including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.	BR.3 Page No. 102 ✓		1) The excavated material shall be utilised in the respective items of this work as required as per specifications of the item concerned. 2) As directed by the Engineer in charge of work

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
41	Dewatering on Brake Horse Power basis by using water pump including diversion of stream, providing cofferdams, earthen bunds etc. as may be necessary for foundation and other parts of the the works and pumping out water during and after excavation as may be required by using 10.0 to 19.0 Brake Horse Power pump etc. complete. (prior approval of Superintending Engineer will be necessary)	BR 4 Page No 104,105		The Work shall be carried out as directed by Engineer in Charge
42	Providing rubble filling of trap/ granite/ quartzite gneiss stones for foundations including hand packing filling gravel / sand in the voids etc. complete.	CD.1 Page.No. 159		The work shall be carried out as directed by Engineer in Charge
43	Providing & laying in situ cement concrete of M 10 proportion with trap/ granite/ quartzite/ gneiss metal in foundation including necessary form work compacting and curing etc. complete. with reversible Drum Type mixer with Supervisory Control and Data Acquisition. With crushed sand .	0		a) All the material is to be tested and Design mix should be obtained from Government / Government Approved Laboratory before starting of work as directed by the Engineer-in-charge b) The strength of concrete to be used is M-10 by Design mix. c) Sampling and testing shall comply with specification d) Curing shall be done by wet gunny bags. e) The work shall be carried out as per the directions of Engineer-in-charge.

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
44	Providing and laying plain in situ / ready mix M-25 cement concrete of trap/ granite/quartzite/gneiss/crushed stone metal mechanically mixed, placed in foundation and compacted by vibration including necessary bailing out water, curing curing concrete batch mix plant / pan mixer with Natural / Vertical Shaft Imapactor standard Artificial Sand) (excluding dewatering by pump) for 14 days Reinforced Cement Concrete Grade.With Concrete Mixer	MORT&H (5th Rev.) 1700		a) All the material is to be tested and Design mix should be obtained from Government / Government Approved Laboratory before starting of work as directed by the Engineer-in-charge b) The strength of concrete to be used is M-25 by Design mix. c) Sampling and testing shall comply with specification d) Curing shall be done by wet gunny bags. e) The work shall be carried out as per the directions of Engineer-in-charge.

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
45	Providing and laying in situ / ready mix M-25 plain cement concrete of trap / granite/quartzite/ gneiss metal for cast in situ piers, abutment, returns, wings etc. including provision of "V" shaped false joints to form suitable panels on the faces to approve design with compacting by vibrating and curing complete, including plywood/steel form work centering (excluding dewatering by means of pump) and including bailing out water and curing finishing in Cement Mortar 1:3 etc. complete. as directed by engineer in charge basic rate shall be increased for height above 5.00 meter in followinh manners (a) Height upto 5 Meter. (With Concrete Mixer)With Natural / Vertical Shaft Impactor standard Artificial Sand (A) Depth to 10 meter percent extra for rate (B) Depth upto 15 meter Add 40 percent extra for rate (C) Depth upto 20 meter Add 60 percent extra for rate (D) Depth upto 20 meter Add 100 percent extra for	As directed by Engineer in charge. (		a) All the material is to be tested and Design mix should be obtained from Government / Government Approved Laboratory before starting of work as directed by the Engineer-in-charge b) The strength of concrete to be used is M-25 c) Sampling and testing shall comply with specification d) Curing shall be done by wet gunny bags. e) The work shall be carried out as per the directions of Engineer-in-charge.
46	Providing and laying in situ / ready mix controlled M-30 cement concrete of of trap / granite / quartzite/ gniess metal for reinforced cement concrete caps over piers and abutments including necessary sacffolding plywood/steel formwork, compacting by vibrating, finishing in CM 1:3 and curing etc complete (Excluding reinforcement)	MORT&H(5th Rev.) 1700, 2205, 2304		The work shall be carried out as per the directions of Engineer-in-charge.

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No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
47	<p>Providing and laying in situ M30 controlled cement concrete of trap/ granite/ quartzite/ gneiss metal for Reinforced Cement Concrete work in solid/ deck slab etc. including ramming, vibrating, curing, formwork, centering and finishing in cement plaster excluding reinforcement etc. complete. (with fully automatic micro processor based Programmable Logic Controller with Supervisory Control and Data Acquisition enabled concrete batch mix plant / pan mixer with natural sand)</p> <p>i) Height up to 5 meter, normal rate. ii) Height 5 to 7.50 meter, add 5 percent extra. iii) Height 7.50 to 10 meter, 7.50 percent extra. iv) Over 10 meter Height, add 10 percent extra for every 2.50meter rise.</p>	As directed by Engineer in charge		<p>a) All the material is to be tested and Design mix should be obtained from Government / Government Approved Laboratory before starting of work as directed by the Engineer-in-charge</p> <p>b) The strength of concrete to be used is M-30</p> <p>c) Sampling and testing shall comply with specification</p> <p>d) Curing shall be done by wet gunny bags.</p> <p>e) The work shall be carried out as per the directions of Engineer-in-charge.</p>

Contractors

No. of Corrections

Executive Engineer

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
48	BITUMINOUS CONCRETE:--Providing and laying bituminous concrete using crushed aggregate of grading 1, premixed with bituminous binder @5.40% by weight of total mix and filler, transported at site with Vehicle Traffic System, laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired density for 50 millimetre compacted thickness with drum mix plant with Supervisory Control and Data Acquisition, Sensor paver and Vibratory roller excluding prime/Tack coat etc. complete --Bitumen of specified grade with stone dust filler. (Viscous Grade-30 bulk bitumen rates are considered to arrive at rates)	MORTH 509		1) The work shall be carried in day time only and in dry weather condition. 2) Bitumen of I.S. grade of VG-30 for penetration and for tack coat should be used. 3) For controlling traffic construction and maintenance of diversion, no extra payment shall be made for this. 4) The representative of contractor should sign the register showing account of asphalt daily in token of his acceptance. 5) 8.00 to 10.00 ton power roller for compaction will only be allowed as approved by Engineer in charge 6) All quality control test shall be carried out as per M.O.S.T. Clause No. 900.
49	Providing and laying in Plain cement concrete M15 grade leveling course below approach slab complete with fully automatic micro processor Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible drum type mixer/ concrete batch mix plant (pan mixer) as per drawings and Technical specifications etc. complete with fine aggregates of required specifications (Vertical Shaft impactor sand finely washed etc)	MORT and H 1700 and 2700		a) All the material is to be tested and Design mix should be obtained from Government / Government Approved Laboratory before starting of work as directed by the Engineer-in-charge b) The strength of concrete to be used is M-15 by Design mix. c) Sampling and testing shall comply with specification d) Curing shall be done by wet gunny bags. e) The work shall be carried out as per the directions of Engineer-in-charge.

Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
50	Providing and laying of Reinforced Cement Concrete in M30 grade approach slab including reinforcement and formwork complete with fully automatic micro processor Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible drum type mixer/ concrete batch mix plant (pan mixer) as per drawings and technical specifications etc. complete with fine aggregates of required specifications (Vertical Shaft impactor sand finely washed etc)	MORT and H 1500, 1600, 1700 and 2700		(a) All the materials are to be tested and design mix should be obtained from Government or Government approved laboratory before starting of work as directed by Engineer-in-charge. (b) The concrete shall be mixed by mechanical mixer only. (c) Formwork of plywood and steel plate, centering of steel props shall be used. (d) The strength of concrete to be used is as specified in the wording by design mix. (e) Sampling and testing shall comply with specification number B-7(3) Page No 38 and relevant specification No. B-6(12) Page No.37 from standard specifications. (f) The rate of item is based on cement content of 350 kilogram per cubic meter. For change in cement content as per actual mix design, the rate of item will be increased or decreased as per conditions in the B-7-4 Page No. 39 of standard specification. (g) All quality control register should be maintained and coloured photo album of work executed shall be submitted with every Running Account Bill by the Contractor at his own cost.
51	Providing expansion joints with 25 millimeter thick bituminous pad as per detailed drawings etc. complete.	BR.43 Page No. 138		The Work shall be carried out as directed by Engineer in Charge
52	Providing vent holes 100 millimetre diameter Galvanised Iron pipe in the slab and wearing course with iron grill at the top and Galvanised Iron pipe at bottom as per drawing etc. complete.	BR.48 Page No. 142		The Work shall be carried out as directed by Engineer in Charge

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Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
53	Providing and laying of filter media with granular materials/ stone crushed aggregates satisfying the requirements laid down in clause 2504.2.2 of Ministry of Road Transport & Highway specifications to a thickness of not less than 600 millimetre with smaller size towards the soil and bigger size towards the wall and provided over the entire surface behind abutment, wing wall and return wall to the full height compacted to a firm condition as per drawing and technical specifications etc. complete.	MORT and H 2200 &- 710.1.4 of IRC 78		The Work shall be carried out as directed by Engineer in Charge
54	Providing and fixing Guard Railing of 1000 millimeter height in 25millimeter Mild Steel square bars 100 millimeter Center to center as per Type drawing No. 6 dt. 20-8- 85 and fixed in 50millimeter x 50millimeter x 6millimeter iron angle embedded in 1:2:4 Cement Concrete bedding 55 x 45 centimeter and 50 x 6 iron patti as per detailed drawing with 3 coats of approved yellow and black paint.	as Directed by Engineer In Charge		The work shall be carried out as directed by Engineer in Charge

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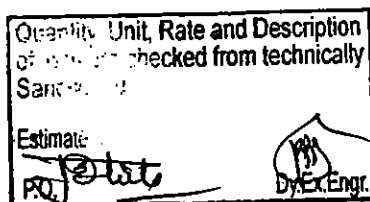
Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
55	Providing, cutting, bending, hooking, tying and laying in position Thermo Mechanically Treated Ferrous Material 500 steel bars for reinforcement for all Reinforced Cement Concrete works as per detailed drawings etc. complete.	BR.35 Page No. 134		<p>a) The work shall be carried out as per the directions of Engineer-in-charge.</p> <p>b) The payment shall be made as per Metric Tonne instead of per Quintal as specified in the standard specification book.</p> <p>c) Re-rolled Steel shall not be used.</p> <p>d) Thermo Mechanically Treated (T.M.T. Steel) bar reinforcement of TISCON (TATA Iron and Steel company), SAIL (Steel Authority of India Limited), TATA Steel, RINL (Rashtriya Ispat Nigam Limited - Vizag) with embossing of Indian Standard Institute Trade Mark and T.M.T. Brand at every 1.00 meter interval on every bar confirming to Indian Standard Institute 1786 shall only be approved by the Engineer-in-charge and the same shall be brought by the contractor.</p> <p>e) The charges of Reinforced Cement Concrete Design shall be borne by Contractor & duly get approved from Engineer in Charge.</p>
56	Providing and laying cement concrete pipe of Indian Standards 458:2003 Non Pressure-2 class of 450 millimetre diameter in proper line, level and slope including providing and fixing collars in cement mortar 1:2 and curing etc. complete.	CD.7 Page No. 162		The work shall be carried out as directed by Engineer in Charge
57	Laboratory testing Charges required for material testing on the basis of testing frequency and charges fixed by Vigilance and quality control circle, Pune for the year 2022-23, as per Superintending Engineer, Vigilance and quality control Circle, Pune, Letter No.	As directed by Engineer in charge.		<p>1. The work shall be carried out as per the directions of Engineer-in-charge</p> <p>2. The Contractor shall be obtain the various test results from the Government Laboratory as directed by Engineer in Charge. The Original bills of such test conducted shall be produced at the time of payment. The payment of only those test shall be released which are acceptable as per relevant specification</p>

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Item No.	Item of work	Standard specification No. / M.O.S.T. Specification Edition		Additional specifications
		Specification No.	Page No.	
58	Royalty Charges as per Revenue and Forest Department's notification dated 04/06/2022 as Maharashtra Minor Mineral Extraction Rules, 2022 and as per instruction in general notes on State Schedule Rate 2022-2023 in Public Work Sanctioned schedule of rates for year 2022-2023 for items of lime stone, lime shell, stones, rubble, stone dust, shingles, gravel, murum, kankar, ordinary clay, ordinary earth (to be used for embankment and filling), slate and shell etc. Specification No.: As directed by Engineer-in-charge.	As directed by Engineer in charge.		<p>a) The contractor is entitled to pay all Royalty charges as per Government rules and regulations and according to the amendments made from time to time.</p> <p>b) In case, the contractor fails to pay the royalty completely (or if it is paid partially), the Engineer - in - charge reserves the right to recover the same by deducting that amount from the Running account bills or final bill of the contractor.</p>



Sub Divisional Engineer
P. W. South Sub Division
Nashik

Executive Engineer
P.W. Division
Nashik

Contractors

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SECTION 6

FORM OF BID

PUBLIC WORKS DEPARTMENT

Form of Bid
Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

Description of the Works :

BID

TO

Address

1. I / We offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for the sum(s) of
2. We undertake if our Bid is accepted to commence the works as soon as is reasonably possible after the receipt of the Engineer's Notice to commence and to complete the whole of the works comprised in the contract within the time stated in the document.
3. We agree to abide by this Bid afor the period of ----- days on the date fix for receiving the same, and it shall binding upon us may be accepted at any time before the expiration of that period.
4. Unless & until a formal agreement is prepared & executed this bill, together with your return acceptance thereof, shall constitute a binding contact between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Date this.....day of 20.....

Signature.....in the capacity of duly authorized to sign
bids for and on behalf of
(in block capitals or typed)

Address

.....
.....

Witness

.....
.....

Address

.....
.....

Occupation

.....
.....

Contractor

No.of Corrections

Executive Engineer

(SECTION - 7)
**BILL OF QUANTITIES/
WORK SCHEDULES**

BILL OF QUANTITIES

Preamble :

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. **The quantities given in the Bill of Quantities are final and** The contractor shall if ordered in writing by the Executive Engineer, to carry out any quantities in excess of tender quantity will be paid at the rate of the item specified in the tender or as decided by Engineer in charge only. If Contractor executed without obtaining the order in writing from the Executive Engineer than no payment will be made to contractor.
3. The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification for Road and Bridge Works published by the Ministry of Surface Transport (edition).
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.
10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

Note: The bidder shall fill the rates online in the BOQ sheet provided in the etender portal only

NAME OF WORK :-

Improvement Of Road Ambedkar Nager, Goverdhan, Jalapur, Mahadev Nagar, Farvshi International School (Old Girnare Road) Tamata Market Girnare, Naikwadi Sadgaon, Valdhamet Road MDR-208 KM 8/500 To 20/00 Tal & Dist, Nashik.

SCHEDULE - 'B' PART-A

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
1	19197.00 Square Metre	Clearing grass and removal of rubbish up to a distance of 50 metres outside the periphery of the area .			One Square Metre	
2	19197.00 Square Metre	Scarifying the existing granular road surface to a depth of 50 millimetre and disposal of scarified material within all lifts and leads upto 1000 metres.			One Square Metre	
3	16401.38 Cubic Metre	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50 metre and spreading for embankment or stacking as directed.			One Cubic Metre	
4	5443.79 Cubic Metre	Excavation for roadway in hard murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50metre and spreading for embankment or stacking as directed.			One Cubic Metre	
5	5443.79 Cubic Metre	Excavation for roadway in soft rock, including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50metre and spreading or stacking as directed.			One Cubic Metre	
6	6910.92 Cubic Metre	Excavation for catch / side water gutter in all sorts of soils to the specified section including stacking the excavated stuff in a regular bund and disposing of unsuitable or excess stuff as directed all sorts of soils.			One Cubic Metre	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
7	25585.82 Cubic Metre	Watering and compacting of embankment formed of materials obtained from the road cutting within a lead of 50 meter, not less than 97 % of standard Proctor density after laying them in layers of 20 centimeter to 30 centimeter with vibratory roller.			One Cubic Metre	
8	16102.06 Cubic Metre	Providing earth work in embankment with approved materials obtained from other sources upto lead of 50 metre including all lifts, laying in layers of 20 centimeter to 30 centimeter thickness breaking clods, dressing to the required lines, curves, grades & section, watering and compaction with vibratory roller with V-Sat attachment to achieve not less than 97 % of standard proctor density etc. complete (Material obtained from Other sources)			One Cubic Metre	
9	9151.08 Cubic Metre	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at Optimum moisture Content, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401-- Plant Mix Method and Grading - III Material			One Cubic Metre	
10	4442.410 Cubic Metre	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate (natural sand/ Vertical Shaft impactor grade finely washed crushed sand) conforming to Indian Standards: 383, the size of coarse aggregate not exceeding 25 millimetre, , cement content not to be less than 150 kilogram per cubic metre, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mega pascal at 7 days, mixed in a batching plant/ Weigh batch mixer, transported to site with all leads and lifts, laid with a paver with electronic sensor /by suitable means as approved by Engineer-in-charge , compacting with vibratory roller, finishing, curing and including preparation of sub-grade surface if required etc. complete.			One Cubic Metre	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
11	8404.880 Cubic Metre	Providing and laying in-situ M40 Grade unreinforced plain cement concrete pavement with max 20% fly Ash (Fly-ash upto 20% by weight of Cement) over a prepared sub base with 43 grade cement , coarse and fine aggregate (natural sand/ Vertical Shaft Imapactor grade finely washed crushed sand) conforming to Indian Standard 383, using fine and coarse aggregates combined gradation as per Table 600-3 of Ministry of Road Transport & Highway Specification 2013, mixed in a batching and mixing plant/ non tilting mixer and Weigh batcher as per approved mix design, admixtures, transporting to site, spreading, laying with approved make paver, compacted and finished in a continuous operation, finishing to lines and grades as directed by Engineer-in-charge and curing by curing compound /by providing cement vata in cement Mortar 1:8 @0.6meter X 0.6meter centre to centre, admeasuring 80 millimeter at bottom and 40 millimeter at top with depth of 75 millimeter and maintaining the same throughout curing period by any other method approved by			One Cubic Metre	
12	33619.50 Square Metre	Providing and laying 125 micron Low Density Polyethylene (Low Density Polyethylene) sheet confirming to Indian Standards 3395 : 1997 below concrete pavement including all materials and labour complete.			One Square Metre	
13	26051.00 Number	Providing and fixing in position Thermo Mechanical Treatment Ferrous 500, 32 millimetre diametre dowel bars precoated with anticorrosive epoxy paint of required Dia. 60 centimeters. Long and at 30.00 centimeters. Center to Center and wherever directed including handling, straightening, necessary cutting supported by Thermo Mechanical Treatment Ferrous 500, chairs with proper alignment by using properly designed assembly of Bulkheads lubricating half length with bituminous paint as directed etc. complete.			One Number	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
14	18331.00 Number	Providing and fixing in position Thermo Mechanical Treatment Ferrous 500, tie bars precoated with anticorrosive epoxy paint of 12 millimetre diameter 70 centimeters. long and at 30.00 centimeters. Center to Center and wherever directed including handling, straightening wrapping with paper of approved quality for half length, necessary cutting, handling, straightening , supported by assembly of Thermo Mechanical Treatment Ferrous 500, chairs with proper alignment etc. complete.			One Number	
15	12979.25 Running Metre	Cutting transverse contraction joints 3 to 4 millimetre wide and depth 60 millimetre .in concrete slab using concrete cutting machine with diamond studded saw within 48 hours of casting of bay / slab etc. complete including subsequent widening of the groove 8 to 10 millimetre wide at top having depth of 15 millimetre as directed by Engineer incharge.			One Running Metre	
16	12979.25 Running Metre	Providing to contraction joints polysuphide sealent (Pouring grade) confirming to British Standards : 5212 - 1989 into sawed groove widened at top for sealent reservoir of specified size and shape as per detailed drawing including fixing Polyethylene foam backer rod of required diameter (appraox. 25% larger than the initial 3 mm.to 4 mm. joint) overlaid with bond breaking tape as per detailed drawing. Item includes cleaning the joints with water jet / air compressor and allowing joint to become thoroughly dry before sealent is applied and applying primer. (A) Contraction and longitudinal joints (15 millimetre. deep x 8 millimetre wide)			One Running Metre	
17	3948.510 Cubic Metre	Supplying hard murum/ kankar at the road site, including conveying and stacking complete.			One Cubic Metre	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
18	3948.51 Cubic Metre	Spreading hard murum/ soft murrum/ gravel or kankar for side width complete			One Cubic Metre	
19	11281.44 Square Metre	Compacting the hard murum side widths including laying in layers on each side with vibratory roller including artificial watering etc. complete.			One Square Metre	
20	26.00 Number	Providing and fixing Reinforced Cement Concrete 200 meter Stone in cement concrete 1:4:8 as per Indian Road Congress standard including fixing in standard size block including curing ,painting lettering etc. complete.			One Number	
21	6.00 Number	Providing and fixing 1:2:4 ordinary kilometer Stone in cement concrete 1:4:8 metre stones as per Indian Road Congress standard including fixing in standard size block including curing ,painting lettering etc. complete.			One Number	
22	1.00 Number	Providing and fixing Reinforced Cement Concrete 5th Kilometer Stone in Cement Concrete 1:4:8 metre stones as per Indian Road Congress standard including fixing in standard size block including curing ,painting lettering etc. complete.			One Number	
23	2053.80 Square Meterr	Providing and Laying hot applied thermoplastic road marking strip on Bituminous Surface of specified shade/ colour of 2.5 millimetre thick including 1.5 Refractive index reflectorizing glass beads @ 250 gram per square metre .Thickness of 2.5 millimetre is exclusive of surface applied glass beads as per Indian Road Congress 35:2015. Initial R.R reflectivity: R1 shall be > 250			One Square Meterr	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
		Congress 35:2015. Initial Dry reflectivity RL shall be > 250 mcd/sqm/lux measured in the initial 7 days and sustained reflectivity RL of 100 mcd/sqm/ lux and Qd of 100 mcd/sqm/ lux measured at the end of 2 years by means of a Standard Reflectometer of Zehntner, Easylux, Delta make capable of measuring RL & QD both according to Indian Road Congress 35:2015 clause 15.5. The finished surface to be level, uniform, and free from streaks and holes complete as per direction of Engineer-in-charge and in accordance with applicable specifications.(Refer Ministry of Road Transport & Highway Clause 803 for technical Specification and Performance for Indian Road Congress 35:2015).				

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
24	485.00 Number	Supplying and Fixing of Molded Shank Raised Pavement Markers / Cat's Eye made of polycarbonate and Anti Breaking System moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face and shall support a load of 16000 kilogram tested in accordance to American Society of Testing and Materials D 4280 Type H and complying to Specifications of Category A of Ministry of Road Transport & Highway CIndian Road Congressular No RW/NH/33023/10-97 DO III Dt 11.06. 1997. The height, width and length shall not exceed 50 millimetre, 100 millimetre and 102 +/- 2 millimetre and with minimum reflective area of 13 Square metre on each side and the slope to the base shall be 35 +/- 5 degree. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 +/- 2 millimetre and height not less than 30 +/- 2 millimetre) from the body is to be a minimum value of 500 Kilogram Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer. The contractor shall submit a two year warranty for satisfactory field performance including stipulated retro-reflectance of the reflecting panel, to the Engineer.			One Number	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
25	6.00 Number	Providing and fixing Cautionary/Warning sign boards in Equilateral Triangle size of 600 millimetre made out of 3 millimetre aluminum composite material aluminum sheet bonded with white retro reflective sheeting of Class C (Type XI Micro prismatic grade sheeting) having pressure sensitive/heat activated adhesive retoreflective specified back ground, border and back side retoreflective symbols, letters, numerals, arrow as per Indian Road Congress:67-2012 Table No 8.3 Supported with back support frame 25 millimetre x 25 millimetre x 3 millimetre, duly painted on back side with grey stove enamel paint and supported on one no. of mild Steel angle iron post of size 65 millimetre X 65 millimetre X 6 millimetre, 3.45 metre long, duly painted with with flat oil paint having alternate black and white bands of 25 centimetre width including Galvanized Iron fixtures etc; fixing the boards in M25 grade concrete block of size 60 centimetre X 60 centimetre X 75 centimetre including transportation etc; complete. ClassC (Type XI Micro prismatic grade sheeting) shall have 10 years written warranty from the manufacturer and authorised distributor/converctor issued for field performance including the screen printed areas and cut-out sheeting and cut-out durable transparent overlay film and this warranty certificate in original should be submitted to the Engineer in charge by the contractor/supplier.			One Number	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
26	8.00 Number	Providing and fixing Mandatory/Regulatory sign boards in Indian Road Congress shape of 600 millimetre diameter made out of 3 millimetre aluminum composite material dia aluminum sheet bonded with white retro reflective sheeting of Class C (Type XI Micro prismatic grade sheeting) having pressure sensitive/heat activated adhesive retroreflective specified back ground, border and back side retroreflective symbols, letters, numerals, arrow as per Indian Road Congress:67-2012 Table No 8.3 Supported with back support frame 25 millimetre x 25 millimetre x 3 millimetre, duly painted on back side with grey stove enamel paint and supported on one no. of Mild Steel angle iron post of size 65 millimetre X 65 millimetre X 6 millimetre, 3.45 metre long, duly painted with with flat oil paint having alternate black and white bands of 25 centimetre width including Galvanized Iron fixtures etc; fixing the boards in M25 grade concrete block of size 60 centimetre X 60 centimetre X 75 centimetre including transportation etc; complete. Class C (Type XI Micro prismatic grade sheeting) shall have 10 years written warranty from the manufacturer and authorised distributor/convector issued for field performance including the screen printed areas and cut-out sheeting and cut-out durable transparent overlay film and this warranty certificate in original should be submitted to the Engineer in charge by the contractor/supplier.			One Number	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
27	6.48 Number	Providing and fixing of retro- reflectorised informatory sign board rectangular/Square in shape having area less than 0.9 One Square Meterr made out of 4 millimetre aluminum composite material aluminum sheet bonded with white retro reflective sheeting of Class B (Type IV High intensity micro-prismatic grade sheeting-HIP) having pressure sensitive/heat activated adhesive retoreflective specified back ground, border and back side retoreflective symbols, letters, numerals, arrow as per Indian Road Congress:67-2012 Table No 8.3, supported with back support frame 25 millimetre x 25 millimetre x 3 millimetre, duly painted on back side with two coats of grey stove enamel paint and supported on one no. mild steel angle iron post 75 millimetre x 75 millimetre x 6 millimetre, 3.5 meter long firmly fixed to the ground by means of properly designed foundation with M25 grade cement concrete 45 centimeter x 45 centimeter x 60 centimeter below ground level as per approved drawing The angle iron post shall be duly painted with one coat of epoxy primer and two coats of epoxy finish paints having alternate black and white bands of 25 centimeter width including Galvanised Iron fixures and transportation etc.complete.The nut bolts of board with angle iron post/supporting structure after fixing at site has to be electrically welded. Class B (Type IV High intensity micro-prismatic grade sheeting-Horizontal Intersection Point) sheeting shall have 7 years written warranty from the manufacturer and authorised distributor/converto issued for field performance including the screen printed areas and cut-out sheeting and cut-out durable transparent overlay film and this warranty certificate in original should be submitted to the Engineer in charge by the contractor/supplier.			One Number	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
28	1.00 Number	Providing and fixing board displaying information, such as 'Name of work, Tender cost, Name of Contractor, Work completion and liability period etc, having rectangular shape of 1.20 metre x 0.90 metre size made out 18 gauge (1.25 millimetre) thick mild steel sheet painted with one coat of Zinc chromate stoving primer and two coats of enamel paint on front side and grey stove enamel on back side and border / messages / symbols etc. with approved colour shade paint complete, on Mild Steel angle of size 35 X 35 X 3 millimetre frame with properly cross braced Mild Steel angles of size 35millimetre X 35 millimetre X 3 millimetre duly painted including Two Mild Steel angle iron posts of size 65 millimetre X 65 millimetre X 6 millimetre, 3.65 metre long painted with alternate black and white bands of 25 centimeter width including all fixtures etc.and fixing the boards in 1:4:8 concrete block of size 60 centimetre X 60 centimetre X 75 centimetre including, excavation, refilling, transportation, and labour etc complete. Spec. No. As directed by Engineer in Charge			One Number	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
29	300.00 Running Metre	Metal Beam Crash Barrier -- Type - A, W : Metal Beam Crash Barrier (Providing and erecting a W "metal beam crash barrier comprising of 3 millimetre thick corrugated sheet metal beam rail, 70 centimetre above road/ground level, fixed on Indian Standard Medium Channel series channel vertical post, 150 x 75 x 5 millimetre spaced 2 metre centre to centre, 1.8 metre high, 1.1 metre below ground/road level, all steel parts and fitments to be galvanised by hot dip process, all fittings to conform to Indian Indian Standard:1367 and Indian Standard:1364, metal beam rail to be fixed on the vertical post with a spacer of channel section 150 x 75 x 5 millimetre, 330 millimetre long complete as per clause 810)"			One Running Metre	
30	80.0000 Number	Road Delineators: Supplying and installation of delineators (Roadway Indicators, Hazard markers, Object markers) 80 to 100 centimetre high above ground level, painted black and white in 15 centimetre wide strips, fitted with 80x100 millimetre rectangular or 75 millimetre diameter Indian Road Congressular reflectorised panels at the top, buried or pressed into the ground and confirming to Indian Road Congress 79 and the drawings			One Number	
31	297.00 Cubic metre	Dismantling the Reinforced Cement Concrete work 1:2:4 and sorting out the materials such as steel etc. as directed and stacking them within the specified lead as directed etc. complete.			One Cubic metre	
32	39.00 Running Metre	Removing Non pressure-2 and Non pressure-3 class pipes including stacking at road side as directed by the Engineer in charge. Upto 900 millimetre diameter and above. etc complete.			One Running Metre	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
33	791.51 Cubic Metre	Excavation for foundation in earth, soils of all types, sand, gravel, soft murum including shoring and strutting, dewatering as necessary and disposing off excavated stuff as directed etc. complete. (By Mechanical Means)			One Cubic Metre	
34	570.03 Cubic Metre	Excavation for foundation in hard murum including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.			One Cubic Metre	
35	381.61 Cubic Metre	Excavation for foundation in soft rock including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete. (Excluding Dewatering)			One Cubic Metre	
36	24.98 Cubic Meter	Providing cast in situ / ready mix M10 grade cement concrete for head walls of Cross Drainage work / retaining walls etc. including necessary form work, compaction, finishing and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with Supervisory Control and Data Acquisition with Natural / Vertical Shaft Impactor standard Artificial Sand, cement 4.05 bags per Cubic Metre)			One Cubic Meter	
37	261.14 Cubic Meter	Providing cast in situ / ready mix M20 grade cement concrete for head walls of Cross Drainage work / retaining walls etc. including necessary form work, compaction, finishing and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with Supervisory Control and Data Acquisition with Natural / Vertical Shaft Impactor standard Artificial Sand, cement 4.05 bags/cubic metre)			One Cubic Meter	
38	294.59 Running Meter	Providing and laying weep holes of 100 millimetre diameter Asbestos Cement/Poly Vinyl Chloride pipes as per drawing for abutment returns, return walls etc. Complete.			One Running Meter	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
39	70.00 Running Metre	Providing and laying cement concrete pipe of Indian Standard 458:2003 Non Pressure-4 class of 1000millimeter diameter in proper line, level and slope including providing and fixing collars in cement mortar 1:2 and curing etc. complete.			One Running Metre	
40	223.92 Cubic Metre	Excavation for foundation in hard rock by blasting including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.			One Cubic Metre	
41	60.00 Hour	Dewatering on Brake Horse Power basis by using water pump including diversion of stream, providing cofferdams, earthen bunds etc. as may be necessary for foundation and other parts of the the works and pumping out water during and after excavation as may be required by using 10.0 to 19.0 Brake Horse Power pump etc. complete. (prior approval of Superintending Engineer will be necessary)			One Hour	
42	149.29 Cubic Meter	Providing rubble filling of trap/ granite/ quartzite gneiss stones for foundations including hand packing filling gravel / sand in the voids etc. complete.			One Cubic Meter	
43	175.44 Cubic Meter	Providing & laying in situ cement concrete of M 10 proportion with trap/ granite/ quartzite/ gneiss metal in foundation including necessary form work compacting and curing etc. complete. with reversible Drum Type mixer with Supervisory Control and Data Acquisition. With crushed sand .			One Cubic Meter	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
44	299.98 Cubic Meter	Providing and laying plain in situ / ready mix M-25 cement concrete of trap/ granite/quartzite/gneiss/crushed stone metal mechanically mixed, placed in foundation and compacted by vibration including necessary bailing out water, curing curing concrete batch mix plant / pan mixer with Natural / Vertical Shaft Impactor standard Artificial Sand) (excluding dewatering by pump) for 14 days Reinforced Cement Concrete Grade.With Concrete Mixer			One Cubic Meter	
45	704.43 Cubic Meter	Providing and laying in situ / ready mix M-25 plain cement concrete of trap /granite/quartzite/ gneiss metal for cast in citu piers, abutment, returns, wings etc. including provision of "V" shaped false joints to form suitable panels on the faces to approve design with compacting by vibrating and curing complete, including plywood/steel form work centering (excluding dewatering by means of pump) and including bailing out water and curing finishing in Cement Mortar 1:3 etc. complete. as directed by engineer in charge basic rate shall be increased for height above 5.00 meter in followinh manners (a) Height upto 5 Meter. (With Concrete Mixer)With Natural / Vertical Shaft Impactor standard Artificial Sand (A) Depth to 10 meter percent extra for rate (B) Depth upto 15 meter Add 40 percent extra for rate (C) Depth upto 20 meter Add 60 percent extra for rate (D) Depth upto 20 meter Add 100 percent extra for rate			One Cubic Meter	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
46	377.510 Cubic Meter	Providing and laying in situ / ready mix controlled M-30 cement concrete of of trap / granite / quartzite/ gniess metal for reinforced cement concrete caps over piers and abutments including necessary sacffolding plywood/steel formwork, compacting by vibrating, finishing in CM 1:3 and curing etc complete (Excluding reinforcement)			One Cubic Meter	
47	209.46 Cubic Metre	Providing and laying in situ M30 controlled cement concrete of trap/ granite/ quartzite/ gneiss metal for Reinforced Cement Concrete work in solid/ deck slab etc. including ramming, vibrating, curing, formwork, centering and finishing in cement plaster excluding reinforcement etc. complete. (with fully automatic micro processor based Programmable Logic Controller with Supervisory Control and Data Acquisition enabled concrete batch mix plant / pan mixer with natural sand) i) Height up to 5 meter, normal rate. ii) Height 5 to 7.50 meter, add 5 percent extra. iii) Height 7.50 to 10 meter, 7.50 percent extra. iv) Over 10 meter Height, add 10 percent extra for every 2.50meter rise.			One Cubic Metre	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
48	31.42 Cubic Metre	BITUMINOUS CONCRETE:-- Providing and laying bituminous concrete using crushed aggregate of grading 1, premixed with bituminous binder @5.40% by weight of total mix and filler, transported at site with Vehicle Traffic System , laid over a previously prepared surface, finished to the required grade ,level, alignment, and rolling to achieve the desired density for 50 millimetre compacted thickness with drum mix plant with Supervisory Control and Data Acquisition, Sensor paver and Vibratory roller excluding prime/Tack coat etc. complete -- Bitumen of specified grade with stone dust filler. (Viscous Grade-30 bulk bitumen rates are considered to arrive at rates)			One Cubic Metre	
49	18.16 Cubic Metre	Providing and laying in Plain cement concrete M15 grade leveling course below approach slab complete with fully automatic micro processor Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible drum type mixer/ concrete batch mix plant (pan mixer) as per drawings and Technical specifications etc. complete with fine aggregates of required specifications (Vertical Shaft impactor sand finely washed etc)			One Cubic Metre	
50	43.99 Cubic Metre	Providing and laying of Reinforced Cement Concrete in M30 grade approach slab including reinforcement and formwork complete with fully automatic micro processor Programmable Logic Controller with Supervisory Control and Data Acquisition enabled reversible drum type mixer/ concrete batch mix plant (pan mixer) as per drawings and technical specifications etc. complete with fine aggregates of required specifications (Vertical Shaft impactor sand finely washed etc)			One Cubic Metre	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
51	23.67 Square Metre	Providing expansion joints with 25 millimeter thick bituminous pad as per detailed drawings etc. complete.			One Square Metre	
52	36.00 Number	Providing vent holes 100 millimetre diameter Galvanised Iron pipe in the slab and wearing course with iron grill at the top and Galvanised Iron pipe at bottom as per drawing etc. complete.			One Number	
53	664.22 Cubic Metre	Providing and laying of filter media with granular materials/ stone crushed aggregates satisfying the requirements laid down in clause 2504.2.2 of Ministry of Road Transport & Highway specifications to a thickness of not less than 600 millimetre with smaller size towards the soil and bigger size towards the wall and provided over the entire surface behind abutment, wing wall and return wall to the full height compacted to a firm condition as per drawing and technical specifications etc. complete.			One Cubic Metre	
54	114.00 Running Metre	Providing and fixing Guard Railing of 1000 millimeter height in 25millimeter Mild Steel square bars 100 millimeter Center to center as per Type drawing No. 6 dt. 20-8- 85 and fixed in 50millimeter x 50millimeter x 6millimeter iron angle embedded in 1:2:4 Cement Concrete bedding 55 x 45 centimeter and 50 x 6 iron patti as per detailed drawing with 3 coats of approved yellow and black paint.			One Running Metre	
55	93.08 93.079 Metric Tonne	Providing, cutting, bending, hooking, tying and laying in position Thermo Mechanically Treated Ferrous Material 500 steel bars for reinforcement for all Reinforced Cement Concrete works as per detailed drawings etc. complete.			One Metric Tonne	

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			
56	100.00 Running Metre	Providing and laying cement concrete pipe of Indian Standards 458:2003 Non Pressure-2 class of 450 millimetre diameter in proper line, level and slope including providing and fixing collars in cement mortar 1:2 and curing etc. complete.			One Running Metre	

Say

Sub Divisional Engineer
P. W. South Sub Division
Nashik

Executive Engineer
P.W. Division
Nashik

Item No.	Quantity put to tender (may more or less)	Description of items.	ESTIMATED RATE		Unit	Amount Rupees
			In figures	In words		
			Rupees Paise			

SCHEDULE - 'B' PART-B

57	1.00 Job	Laboratory testing Charges required for material testing on the basis of testing frequency and charges fixed by Vigilance and quality control circle, Pune for the year 2022-23, as per Superintending Engineer, Vigilance and quality control Circle, Pune, Letter No.		Rupees eleven lakhs thirty-seven thousand eight hundred forty-nine and paise nil only	One Job	
58		Royalty Charges as per Revenue and Forest Department's notification dated 04/06/2022 as Maharashtra Minor Mineral Extraction Rules, 2022 and as per instruction in general notes on State Schedule Rate 2022-2023 in Public Work Sanctioned schedule of rates for year 2022-2023 for items of lime stone, lime shell, stones, rubble, stone dust, shingles, gravel, murum, kankar, ordinary clay, ordinary earth (to be used for embankment and filling), slate and shell etc. Specification No.: As directed by Engineer-in-charge.				
(A)	20614.31 Cubic Meter	For Other Material (Rubble, Murum, Earth etc.)		Rupees two hundred sixteen and paise eighteen only	One Cubic Meter	

TOTAL

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Say

PART-A + PART-B =


+

=

0.00

say

Sub Divisional Engineer
P. W. South Sub Division
Nashik


Executive Engineer
P.W. Division
Nashik

Contractors

No. of Corrections

Executive Engineer

(SECTION - 8)

SECURITIES AND OTHER FORMS

PUBLIC WORKS DEPARTMENT

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ (date) for the construction of _____ [name of Contract hereinafter called "the Bid"]
 KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ * for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.
 SEALED with the Common Seal of the Said Bank this _____ day of _____ , 20 ____
 THE CONDITIONS of this obligation are :

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of bid.
- OR**
2. If the Bidder having been notified to the acceptance of his bid by the Employer during the period of bid validity :
 - (a) Fails or refuses to execute the Form of Agreement in accordance with Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the performance Security, in accordance with the Instructions to Bidders ; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27 We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____
 WITNESS _____

SIGNATURE _____
 SEAL _____

 [Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the bid Date should be inserted by the Employer before the Bidding documents are issued.

PUBLIC WORKS DEPARTMENT

BANK GUARANTEE FOR ADDITIONAL SECURITY FOR BELOW OFFER

To,

_____ [name of Employer]
 _____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereafter called "The Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contractor")

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sums being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

* An Amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

PUBLIC WORKS DEPARTMENT

BANK GUARANTEE FOR ADVANCE PAYMENT

To,

_____ [name of Employer]
 _____ [address of Employer]
 _____ [name of Employer]

Gentlemen :

In accordance with the provisions of the Conditions of Contract, Sub-clause 51.1 ("Advance payment") of the above mentioned Contract, _____ [name and address of Contractor] (hereafter called "The Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]* _____ (in words)

We, the _____ [bank of financial institution], as interested by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of Guarantee]* _____ [in words]

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal _____

Name of Bank/Financial Institution _____

Address _____

Date _____

-----*

An Amount shall be inserted by the Bank or Financial Institution, representing the amount of the advance payment and denominated in Indian Rupees.

PUBLIC WORKS DEPARTMENT

**INDENTURE FOR SECURED ADVANCES
FROM 31**

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.)

This indenture made the _____ day of _____, 20 _____
BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the employer of the Other Part.

Whereas by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished works (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees _____ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on _____ and the Employer has reserved to himself the option of making any further advance or advance on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSE that in pursuance of the said agreement and in consideration of the sum of Rupees _____ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advance (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows :

- (1) That the said sum of Rupees _____ so advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind the contractor will not make any application for or receive a further advance of the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnified the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advance and all other materials on the security of which any further advance or advance may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

PUBLIC WORKS DEPARTMENT

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf
- (6) That the advance shall the Employer of the price payable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payment are made to the Contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the **Employer** in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the **Employer** to repay and pay the same respectively to him accordingly.
- (8) That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance therewith the **Employer** may at any time thereafter adopt all or any of the following courses as he may deem best :
 - (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor

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with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the **Employer** on demand.

- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the **Employer** under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said advance shall not be payable.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

PUBLIC WORKS DEPARTMENT

Letter of Acceptance

(Letterhead paper of the Employer)

_____(Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (Amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our agency.

We accept / do not accept that _____ be appointed as the Adjudicator². You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Agency

¹. Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

² To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".

PUBLIC WORKS DEPARTMENT

Issue of Notice to Proceed with the Work
(Letterhead of the Employer)

Date : _____

To,

(Name and Address of the Contractor)

Dear Sir,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the contractor of the Construction of _____

at a Bid Price of Rs. _____

You are hereby instructed to proceed with the execution of the said works in accordance with the contract document.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

Contractor

No.of Corrections

Executive Engineer

PUBLIC WORKS DEPARTMENT

Agreement Form

Agreement

This agreement, made the _____ day of _____ between _____ (name and address of Employer) [hereinafter called "the Employer] and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute _____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the same meanings as are re- spectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the ex- ecution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i) Letter of Acceptance
 - ii) Notice to proceed with the works;
 - iii) Contractor's Bid
 - iv) Condition of Contract: General and Special
 - v) Contract Data
 - vi) Additional condition
 - vii) Drawings
 - viii) Bill of Quantities and
 - ix) Any other documents listed in the Contract Data as forming part of the Contract.

Contractor
No.of Corrections
Executive Engineer

PUBLIC WORKS DEPARTMENT

In the witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of

Signed, Sealed and Delivered by the said _____

In the presence of :

Binding Signature of Employer _____

Binding Signature of Contractor _____

PUBLIC WORKS DEPARTMENT

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s. _____
_____ agree to
abide by this bid for a period _____ days for the date fixed for receiving the same and it
shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

Date :

PUBLIC WORKS DEPARTMENT

NOTE : The Hire Agreement should be made for 24 Months Period

ARTICLES OF AGREEMENT

**(This Document should be on Original Stamp Paper of Rs. 100/- not on Xerox Copy)
(On Stamp Paper of Worth Rs. 100/-)**

This Agreement of Hire of Machinery made and executed at _____ on this, the _____ day of the month of _____ 20

BETWEEN

- 1) Shri / M/s. _____
A Sole Trading concern Pvt. Ltd. Co./ Public Ltd. Co. / Partnership Firm registered under the provisions of respective Acts in force and having his/ their Office situated. Who is a,
i) Sole Proprietor of the above mentioned concern.
ii) Partner of the above mentioned partnership firm.
iii) Holder of power attorney of the above mentioned firm, Executive Director or Manager of the above mentioned Company as approved by the present Board of Director of the above mentioned Company.

Hereinafter for the sake of brevity referred to as "The Owner" (Which expression shall, unless it be repugnant to the meaning of context thereof, mean and included the firm fo all partners of the Firm, the company at material time and their successors).

Party of the First Part

AND

- 2) Shri / M/s _____
A Sole Trading Concern Pvt. Ltd. Co./ Public Ltd. Co. Partnership Firm registered under the provisions of respective Acts in force and registered Government contractors registered in appropriate Class with Government of Maharashtra having his/ their situated at _____ and managed by Shri _____
Who is a,
i) Sole Proprietor of the above mentioned concern.
ii) Partner of the above mentioned partnership firm.
iii) Holder of power attorney of the above mentioned firm, Executive Director or Manager of the above mentioned Company

Hereinafter for the sake of brevity referred to as "The Hirer" (Which expression shall, unless it be repugnant to the meaning of context thereof, mean and included the firm of all partners of the Firm, the company at material time and their successors).

Party of the Second Part

Where in the party of the first part herein is an absolute owner of the _____ (Name of the Machine/s) And substantiate or establish it the documentary evidence in token of voucher enclosed. Where as party of the second part herein is a registered Government Contractors as stated in appropriate Class with Government of Maharashtra.

PUBLIC WORKS DEPARTMENT

AND whereas the party of the second part is or is likely to submit the tender for
Executive
Engineer/ Superintending Engineer, _____

AND whereas the part of the second part intends to use the machinery of the said work as is being stipulated by the Department and desirous of taking the one/s on the monthly hire charges basis.

AND whereas the part of the first part, is desirous of giving machinery on hire charges basis to the party of second part.

AND whereas to these present are desirous of recording the terms and of the agreement, reduce the same to writing.

Now therefore, this articles of agreement witnesseth as under :

One/s to be hired.

It is hereby agreed between the parties to these present that _____
(Name of Machine/s) of the
second part has agreed to pay an amount of Rs. _____ to the party of the
first part on account of monthly wages of the machine/s as detailed below at the end of each
month.

The party of Second Part shall also pay an amount of Rs. _____ as
interest deposit to the party of the first part at the time of intimation in writing. This deposit
_____ shall either be refunded by the First part to the party of
the Second Part or shall be djusted in the final of the hire charges of the machine/s.

Name of Machines

Monthly rate of hire charges

2) Date of Hire :

It is hereby expressly declared by the parties to the present that the machine/s shall be hired on and from the date of commencement of the work being awarded or that would be awarded by the Executive Engineer, _____ to the party of the second part herein.

3) It is hereby agreed by and between the parties to these present that instant agreement shall remain in force from the date of hire as specified in Clause 2 above to the date of either completion of the work in question or six months from the date of hire whichever period expires later.

4) Possession :

The party of the first part has agreed to deliver the possession of the machine/s that would be hired as described in Clause one above in good working condition along with its operational crew and all the necessary accessories of the machine/s being hired to the party of the second part within eight days from the date of intimation in writing given by the party of the second part to the party of the first part.

PUBLIC WORKS DEPARTMENT

5) Mode of Payment :

Monthly hire charges of the machine/s as specified in Clause one above shall be paid by the party of the second part as on the last day of each month by issuing a crossed Account Payee Cheque or Crossed Account Payee Demand Draft.

6) Repairs and Maintenance :

It is hereby agreed by the party of the first part that it shall bear all day to day expenses of the machine/s on account of fuel, oil and lubricants, operations, maintenance and repair charges during the currency of the period for which machine/s let out on hire charges to the party of the second part. It is further agreed that if the party of the second part spends on the operations, repairs and maintenance for the machine/s hired by it the party of the second part has every right to deduct the said amount from the monthly hire charges payable to the party of the first part.

7) The party of the first part shall always keep the machine/s in good working conditions that are given on hire charges basis to the party of the second part. It is further agreed that the day spend on repairs and maintenance shall be excluded for the purpose of calculating the monthly hire charges.

8) The party of the second part shall have right to deduct the Income Tax at source at the prescribed rate of the provisions of Income Tax Act as ordered by the Government of India, are applicable.

In Testimony where of the parties to these present have set and subscribed their respective signatures on the day, month and year herein above written.

Party of the First Part

Signed Executed
And delivered for and on
Behalf of
Shri/ M/s. _____

In presence of :

1) _____

2) _____

Party of the Second Part

Signed Executed
and delivered for and on
behalf of
Shri / M/s. _____

**AFFIRMED AND EXECUTED
BEFORE ME**

NOTARY

PUBLIC WORKS DEPARTMENT

INTEGRITY PACT

Between

Public Works Department, Maharashtra Government
having its Office at Bandhkam Bhawan, Nashik-422 002

Hereinafter referred to as

"PUBLIC WORKS DEPARTMENT",

And

[Insert the name of the Sole Bidder/Lead Partner of Joint Venture]

having its Registered Office at

(Insert full Address)

And

[Insert the name of the Partner(s) of Joint Venture, as applicable]

having its Registered Office at

(Insert full Address)

hereinafter referred to as

"The Bidder/Contractor"

PUBLIC WORKS DEPARTMENT

Preamble

PUBLIC WORKS DEPARTMENT intends to award, under laid-down organizational procedures, contract(s) for

Name of Work _____

PUBLIC WORKS DEPARTMENT values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, PUBLIC WORKS DEPARTMENT and the above named Bidder/Contractor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of PUBLIC WORKS DEPARTMENT

- (1) PUBLIC WORKS DEPARTMENT commits itself to take all measures necessary to prevent corruption and to observe the following principles :
 - a) No employee of PUBLIC WORKS DEPARTMENT, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) PUBLIC WORKS DEPARTMENT will during the tender process treat all Bidder(s) with equity and fairness. PUBLIC WORKS DEPARTMENT will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) PUBLIC WORKS DEPARTMENT will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/ Agencies participating in the Bidding/Tendering process
- (2) If Principle Secretary PWD, Maharashtra Government obtains information on the conduct of any employee of PUBLIC WORKS DEPARTMENT which is a criminal offence under the relevant Anti- Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II- Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his

PUBLIC WORKS DEPARTMENT

participation in the tender process and during the contract execution:

- a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to PUBLIC WORKS DEPARTMENT, or to any of PUBLIC WORKS DEPARTMENT's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other bidder/ contractors, This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/ Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by PUBLIC WORKS DEPARTMENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/ Contractor of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/ Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder/ Contractor will not misrepresent facts or furnish false/forged documents/ informations in order to influence the bidding process or the execution of the contract to the detriment of Public Works Department
- (2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, PUBLIC WORKS DEPARTMENT may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, PUBLIC WORKS DEPARTMENT may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, PUBLIC WORKS DEPARTMENT may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If PUBLIC WORKS DEPARTMENT has disqualified the Bidder from the tender process prior to the award under Section III, PUBLIC WORKS DEPARTMENT may forfeit the Bid Guarantee under the Bid.
- (2) If PUBLIC WORKS DEPARTMENT has terminated the contract under Section III, PUBLIC WORKS DEPARTMENT may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders/ Contractors

- (1) PUBLIC WORKS DEPARTMENT will enter into agreements with identical conditions as this one with all Bidders.

PUBLIC WORKS DEPARTMENT

- (2) PUBLIC WORKS DEPARTMENT will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders/ Contractors

If PUBLIC WORKS DEPARTMENT obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if PUBLIC WORKS DEPARTMENT has substantive suspicion in this regard, PUBLIC WORKS DEPARTMENT will inform the Chief Vigilance Officer (CVO).

(*) Section VIII - Independent External Monitor/Monitors

- (*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section - I: Invitation for Bids and/or Clause ITB 9.3 in Section - III: Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.*
- 1) PUBLIC WORKS DEPARTMENT has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.
 - 2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT, giving joint findings.
 - 3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT.
 - 4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of PUBLIC WORKS DEPARTMENT related to this contract including that provided by the Contractor/ Bidder. The Bidder/ Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

PUBLIC WORKS DEPARTMENT

- 5) PUBLIC WORKS DEPARTMENT will provide to the IEM information as sought by him which could have an impact on the contractual relations between PUBLIC WORKS DEPARTMENT and the Bidder/Contractor related to this contract.
- 6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT and request the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to PUBLIC WORKS DEPARTMENT and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to PUBLIC WORKS DEPARTMENT.
- 7) The IEM will submit a written report to the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT within 8 to 10 weeks from the date of reference or intimation to him by PUBLIC WORKS DEPARTMENT and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the IEM has reported to the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT, a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India, and the Principle. Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- 9) The word '**IEM**' would include both singular and plural.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the establishment of PUBLIC WORKS DEPARTMENT. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.

PUBLIC WORKS DEPARTMENT

- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEW in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

it CVO shall be applicable for packages wherein IEM are not identified in Section IFB/ BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)
(For & on behalf of Public Works
Department)

(Signature)
(For & on behalf of Bidder/Partner(s)
of Joint Venture / Contractor)

(Office Seal)
Designation

(Office Seal)
Designation

Witness I
(Name & Address)

Witness I
(Name & Address)

Witness I
(Name & Address)

Witness I
(Name & Address)

Contractor
No.of Corrections
Executive Engineer

(SECTION - 9)

DRAWINGS

(Attached)

(SECTION - 10)

DOCUMENTS TO BE FURNISHED BY BIDDER

PUBLIC WORKS DEPARTMENT

Contractor

No.of Corrections

Executive Engineer