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Name of Work : **As per Tender Notice .**

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Issued to Regd. in Class

Dr.No. Dated

Contractor

Corrections

Executive Engineer

Instructions for the Tenderer

Sr. No.	Particulars
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Please do not forget to attach

1. The Challan or Call deposit receipt from Scheduled Bank in support of having paid the earnest money, unless exempted. If exempted, attested or Photostat copy of earnest money exemption certificate may be attached.

These should be in separate cover

2. Valid Income Tax Clearance Certificate in original or Photostat copy.
3. A certified or Photostat copy of valid Registration Certificate.
4. Photostat or attested copy of Partnership deed and Power of attorney.
5. A list of works tendered for and in hand (Statement No.I)
6. A list of works of similar type and magnitue carried our (Statement No.II)
7. List of Machinery and plants available with the tenderer for immediate use on this work. (Statement No.III)
8. Details of Technical Personnel on the roll of the tenderer. (Statement No.IV)
9. Details of works executed in the interior backward and hilly areas during the preceding years. (Statement No.V)

Important Note :- Please note that omission to attach any document is likely to invalidate the tender.

STATEMENT NO. I

Sr. No.	Name of Work	Place and country	Work in hand		Anticipated of Completion	Work tendered for			Remarks
			Tendered	Cost of remaining		Estimated	Date when decision is	Stipulated date of period of	
1	2	3	4	5	6	7	8	9	10

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STATEMENT NO. II**Details of works of similar type and magnitude of the work carried by the contractor**

Sr. No.	Name of Work	Cost of work	Date of starting	Stipulated date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7

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STATEMENT NO. III**Details of works of similar type and magnitude of the work carried by the contractor**

Sr. No.	Name of Equipment	No. of units	Kinds of make	Capacity	Age and condition	Present location	Remarks
1	2	3	4	5	6	7	8

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STATEMENT NO. IV

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

Contractor

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STATEMENT NO. V

Sr. No.	Name of Work	Cost of work	Date of starting	Stipulated date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7

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**GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS / IRRIGATION DEPARTMENT
INVITATION FOR TENDERS
DETAILED TENDER NOTICE**

Name of Work :- All Details As Per Tender Notice Published.

1. Sealed percentage tenders in B-1 form are invited from Contractors registered in category and above under the system of approved list of Contractors in Maharashtra State. The name of work, estimated cost, earnest money, security deposit, time limit etc. are as under.

Sr. No.	Name of Work	Estimated in Rs.	Earnest Cost in Rs.	Security Cost in Rs.	Class of Contractor	Time limit in Calender months
	As Stated Above					

2. Tender form, conditions of contract, specifications and contract drawings can be had on **in favour of C.A. & F.O.Z.P.Pune payable at Pune** cash payment of Rs..... per set from the office of the Executive Engineers, (South) Division Zilla Parishad Pune on any working day from the upto During office hours (11.00 A.M. to 3.30 PM) (except Saturday, Sunday and Holidays). Further information regarding the work can be obtained from the above office. The tender will be received in the office of **Online** On upto and will be opened on the same day if possible, in the presence of such intending tenderers of his / their authorised representatives who may be present at that time.
- 3.1 The tender should be accompanied by an earnest money deposit which should be paid as Demand Draft in **favours** of the **C.A. & F.O.Z.P.Pune Payable at Pune**.
- 3.2 Tenderers who are exempted from payment of earnest money should attached an attested copy of a certificate from Government of Maharashtra regarding its exemption.
- 3.3 Earnest money in any other form of cash or cheque / FDR will not be accepted.
- 3.4 The amount of earnest money will be forfeited, in case successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Executive Engineer and complete the contract documents. In all other cases, earnest money will be refundable.

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- 3.5 The successful tenderer shall have to pay, half the **Security Deposit in Demand Draft in favours of C.A. & F.O.Z.P.Pune / Fix Deposit Receipt named Ex.Eng.(South),Z.P.Pune / cash** or in the form of approved security form and the balance is recoverable through running account bill at the percentage stipulated in the agreement.
- 3.6 In the event of failure of the tenderer to pay **Demand Draft in favours of C.A. & F.O.Z.P.Pune** security Deposit within 10 days from the date of receipt of notice of acceptance of his tender, the amount of earnest money shall be forfeited to Government and the acceptance of his tender, shall be considered as withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within 120 days of the date of opening of tenders, the tenderer shall have the option (to be intimated in good time before the expiry of 120 days period) of withdrawing his tender, in which case the earnest money should be refunded in full. All the tenders shall be kept open for 120 days from the date of the tenders.
- 3.7 Earnest money of the unsuccessful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.
- 3.8 The acceptance of the tender may be intimated to the contractor **by letter** or otherwise and either by the officer, **Addl. Chief Executive Officer** Zilla parishad Pune or Government and such intimation shall be deemed to be an intimation of acceptance of the Tender given by the authority competent to accept the tender.
- 4.1 Deleted
- 4.2 In case of B-1 Tender, the tenderer shall enter in the blank space on page NO. 14 of the printed B-1 form under para "Tender for the work" the percentage in figures and words and score out one of the words "below/above" as necessary under his attestation. In case there is difference between percentage written in figure and words, the lower offer will be taken as final.
- 5 No pages should be removed from, added in. or replaced in the Tender.
- 6 Submission of Tender :**
The tender should be submitted in two separate sealed covers as under:-
- A) One sealed cover should contain the following documents only.
 - i) Earnest money in the form of **Demand Draft in favours of C.A. & F.O.Z.P.Pune** or original deposit at call Receipt of Scheduled Bank or certified copy of the certificate of Government of Maharashtra regarding exemption from payment of earnest money.
 - ii) Certificate of registration as approved contractor in the appropriate class or True Copy duly attested by a Gazetted Officer.
 - iii) Any upto date and valid Income Tax Clearance certificate **& PAN Card** true copy thereof duly attested by a Gazetted officer.
 - iv) Details of works of similar type and magnitude carried out by the tenderer as per proforma attached with the Tender with the certificate from head of office concerned.
 - v) Details of other works in hand.
 - vi) Details of plant and machinery immediately available with the tenderer for use on this work as per proforma attached with tender.

- vii) Details of technical persons who will be exclusively spared for this work by the tenderer as per proforma attached with tender.
 - viii) In case of Partnership Firm attested copy of partnership deed and power of attorney should be attached.
- (B) The other sealed cover should contain the tender set itself superscribing the name of work. Both the sealed covers should be together submitted to **Executive Engineer (South), Division, Zilla Prishad, Pune.**

7. Opening of Tenders :

- (i) The authority competent to open the tenders will first open the sealed cover as mentioned in 6(A) above in the presence of tenderers or their authorised representatives as may be present on the date and time mentioned in this notice. All the quotations thus received will first be examined by the authority opening the tender and clarifications sought if necessary on the conditions which may have been stipulated by the tenderer and are at variance with the stipulations of the notice inviting tenders.
 - (ii) The second sealed cover containing the 'Sealed Quotation' will be opened in the presence of tenderers or their authorised representative only after the part of the tender referred to above has been scrutinised and the conditions got clarified if necessary.
 - (iii) The sealed quotations based on the Departmental Design as well as tenderer's alternative design when so permitted will be considered for opening only, when the authority opening the tenders is satisfied about the compliance of condition as mentioned in 'A' of para 6. Otherwise the sealed cover containing the quotation will not be opened at all, but will be returned to the tenderer treating it as invalid and his acknowledgment obtained in token of the receipt of the same.
8. The contractor will have to sign the original copy of the tender papers and drawings according to which the work is to be carried out. He shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, availability of labour and materials and that he has quoted his rates with due considerations to all these factors.
9. The right is reserved to revise or amend the contract documents prior to the date notified for the receipt of tenders or extended date. Such deviations amendments or extensions, of any, shall be communicated in the form of corrigendum by letter or/and notice in Newspapers as may be considered suitable.
10. The tenderer shall in the letter, forwarding the tender, state any points he may wish to make in addition to all points prescribed to be stated under the specifications and conditions of this contract. The Engineer, reserve the right to reject any tender if the same becomes a conditional tender thereby.
11. **Examination of drawings and site conditions :-** The tenderer shall in his own interest carefully examine the drawings, conditions of contract, specifications etc. He shall also inspect the site and shall 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 communication and access to site, availability of housing and other facilities, the availability of labour and materials, labour camp site, stores and godowns etc. He shall obtain all

necessary information as to the risk, contingencies and other circumstances which may affect and influence the tender. No claims on any of the above or any other factors will be entertained by the Government, should there be any discrepancy, doubt or obscurity as to the meaning of any of the tender documents or as to the instructions to be observed by him, he shall set forth in writing
..... for elucidation as soon as possible.

12. The tender submitted by the tenderer shall remain valid for a period of 120 days from the date of opening of tenders. Also see para 2 of General Rules etc. of contract form.
13. The contractor's whose tender is accepted is required to note that no foreign exchange will be released by the department.
14. Tenders, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summary rejection.
15. Right to reject any or all tenders without assigning reasons therefore is reserved. The acceptance of the tender lies with the
16. This notice inviting tender shall form part of the tender agreement.
17. The successful tenderers will be required to produce to the satisfaction of the specified concerned authority a valid and concurrent licence issued in this favour under the provisions of Contract Labour (Regular Abolition) Act 1970, before starting the work. Failure to do so, acceptance of the tender shall be Hat withdrawn and security deposit forfeited.

FORM B-1
PERCENTAGE RATE TENDER & CONTRACT OF WORK

DEPARTMENT :-
CIRCLE :-
DIVISION :-
NAME OF WORK :-

General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.
This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will state whether refund of a quarry fees, royalties, dues and ground rents will be granted, copies of the specifications, designs and drawing, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.
Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by 3 competent authority on behalf of the Governor of Maharashtra such specification with designs and drawing shall form part of the accepted tender.
 2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- 2(A) i) The contractor shall pay along with the tender the sum of Rs.
(Rs.....) **by Demand Draft in favours of C.A. & F.O.Z.P.Pune** as and by way of earnest money. The contractor may pay the said amount by forwarding alongwith the tender * **Demand Draft in favours of C.A. & F.O.Z.P.Pune** /Call deposit receipt or term deposit receipt for a period of one year of any Scheduled bank for the like amount in favour of the **C.A. & F.O.Z.P.Pune** . The said amount of earnest money shall not carry any interest what so ever.
- ii) In the event of his tender being accepted subject to the provisions of sub-clause (HI) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of Contract.
 - iii) If, after submitting the tender the contractor withdraws his offer or modifies the same or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other right and powers of the Government hereunder of in law Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

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** Strike out which is not required.*

- iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of sub clause (iii) above, be refunded to him on his passing receipt therefore.
3. Receipts for payments made on account any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in schedule B (memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the Estimated rates /Scheduled rates shall be named. Tenders which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed or carrying out the work, or which contain any other conditions of any sort will be laible to rejection. No printed form of tender shall include a tender for more than one work but if contractor who wish to tender for two or more works they shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.
5. The Executive Engineer or his duly authorised assistant shall open tender in the presence of the contractors who have submitted tenders or their representatives who may be present at the time and he will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted the contractor shall for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In event of tender being rejected the divisional officer shall authorize the treasury officer Scheduled to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the refund of the money.
6. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tenders or the contract shall be valid and binging a Government unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Department and their rates shall be filled in the completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and comples and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the Department and without reference to any local custom.
10. Under no circumstance shall any contractor be entitled to claim enhanced rates for items in this contract.
11. Every registered contractor shall (unless exempted in writing by the Executive Engineer concerned) produce along with his tender, a solvency certificate to the

extent of 20% of the tendered cost of the work from the Collector of the District or Tahsildar Taluka within which he tendered cost of the work from collector of the District or Tahsildar Taluka within which he resides or a bankers certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.

OR

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

12. All corrections, additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual methods in use in the Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what in the usual method in use in the Department will be final.
14. The tendering contractor shall furnish a declaration along with a tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date submitting the tender, in the form at Appendix 'D'.
15. Every tenderer shall furnish alongwith the tender, information regarding the income tax circle or ward of the district in which he is assessed to Income tax circle or ward of the district in which he is assessed to Income Tax the reference to the number of the assessment and the assessment year and a valid Income Tax clearance certificate.
16. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for (GCM/PWD/CFM/1058/62517 of 26.9.1959).
17. The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at work site, having double locking arrangement. The materials will be taken for use in the presence of the Departmental Person. No materials will be allowed to be removed from the site of works.
18. The contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of statement No. **III**.
19. Every un-registered contractor should furnish along with the tender a statement showing previous experience and technical staff employed by him in the form of statement No. **IV**.
20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provisions of contract labour (Regulation and Abolition Act, 1973) before starting work failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to the Government.
21. The contractor shall comply with the provisions of Apprentices Act. 1961 and the rules and orders issued there under from time to time. If he fails to do so his failure will be breach of the contract and the Executive Engineer, any in his discretion

cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

TENDER FOR WORKS

In figures as well as in words.

I/we hereby tender for the execution, for the Governor of Maharashtra (here-in-before as here-in-after referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at*..... Percent below/above the estimated rates entered in Schedule B (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications designs, drawing & instructions, in writing referred to in Rule I hereof and in Clause 12 of the annexed conditions of contract & agree that when materials for the work and provided by the Government, such materials & the rates to be paid for them shall be as provided in Schedule A here to.

a) If several sub-works are included they should be detailed in a separate list.

c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 204 and 205 of the M.P.W. Manual

d) This deposit shall be in accordance with paras 211 and 212 of the M.P.W. Manual.

e) This percentage where no security deposit is taken will vary from 5% to 10% according to the requirement of the case where security deposit is taken see note to clause 1 of conditions of contract.

f) Give Schedule where necessary showing dates by which the various items are to be completed.

MEMORANDUM

1. a) General Description :- As Per Tender Notice.

b) Estimated **Tender Cost Amount** Rs. As Per Tender Notice.

c) Earnest Money **Amount** Rs. 1 %

d) Security Deposit

i) **D.D/cash** (Not less than the amount of earnest money) Rs.

ii) To be deducted from the current bills

Total Rs.

e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work, as measured by the cost is done.

5.00 Percent

f) Time allowed for the work form **11. Calendar** date of written order to commence **Months**

2. I/We agree that the offer shall remain open for acceptance for a minimum period of **120** days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or

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otherwise delivered at the office of such authority. Treasury/Bank Challan No. and date or Deposit at Receipt no and date or term deposit receipt for a period of one year receipt no date in respect to the sum of Rs.*..... in words representing the earnest money is herewith forward. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government should I/We fail to (i) abide by the stipulations to keep offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer as furnish the security deposit as specified in item (d) of the memoranda contained in paragraph (i) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/ us if so desired by me/us in writing unless the same or any par thereof has bee forfeited as aforesaid.

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

4. Should this tender be accepted I/We hereby agree to abide by an fulfil all the terms and provisions of the Conditions of Contract annexed hereto so far as applicable and in default hereof to forfeit and pay to the Government the sums of money mentioned in the said conditions.

D.D. No. dated in respect of the sum of Rs.*..... Is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to the Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1(A) of the said Conditions of Contract, otherwise the said sum of Rs. shall be refunded.

Amount to be specified in words and figures.

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

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Contractor

Address

Signature of Contractor
Before submission of tender

Dated day of 200

(Witness)

Address

Signature of Witness
to contractors signature

(Occupation)

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

Dated day of 200

Signature of the office by
Whom accepted

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Conditions of Contract

Clause 1 – The person/persons whose tender may accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within 10 days (which may be extended by the **Chief Executive Officer Zilla Parishad, Pune** concerned upto 15 days if the **Chief Executive Officer Zilla Parishad, Pune** thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with **C.A. & F.O.Z.P.Pune** in cash of Government securities endorsed to the Executive Engineer, (if deposited for more than 12 months) of the sum sufficient which will made up the full security deposit specified in the tender or (B) (permit Government at the time of making any payment of him for work done under the contract to deduct such as will amount to *..... percent of all money so payable such deduction to be held by Government by way of security deposit.) Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case, if the sum so deposited shall not amount to percent of the total estimate cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of percent by deducting sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable for the contractor to Government under terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of the security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days there after, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

Security deposit
PWD
Resolution
No.
CAT/1087/C
R-94/Bldg. 2
dt 14-4-89

PWD
Resolution
No.
CAT/1087/C
R-94/Bldg. 2
dt 21-6-2004

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by contractor shall be refunded along with the payment of final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 50% amount of security deposit shall be refunded along with the payment of the final bill. The amount of the security deposit retained by the Government shall be released after expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing of neglecting the complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, then subject to provision of clauses 17 & 20 hereof the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.

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

Compensation for delay

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

of the work in

of the time

do

do

do

do

*Note : The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the officer competent to accept the contracts after taking into consideration the circumstance of each case and abide by the programme of detailed progress laid down by the Executive Engineer.

The following proportion will usually be found suitable

In 1/4, 1/2, 3/4 of the time.

Reasonable progress of earth wrpl. 1/6, 1/2, 3/4 of the total value of the work to be done.

Reasonable progress of masonry 1/10, 4/10, 8/10 of the total value of the work to be done.

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the **Chief Executive Officer Zilla Parishad, Pune** (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender **Chief Executive Officer Zilla Parishad, Pune** should be the final authority in this respect, irrespective the fact that tender is accepted by Chief Engineer, **Chief Executive Officer Zilla Parishad, Pune/ Executive Engineer or Assistant Engineer/ Deputy Engineer.**

Action when whole of security deposit is forfeited.

Clause 3 – In any case in which under any clause of this contract of the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other causes, the Executive Engineer, on behalf of the Governor of Maharashtra shall have power to adopt any of the following courses, as he may deem best to the interest of Government.

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

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

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

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid amount so certified. In the event of either of the courses referred in clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor the amount of excess shall be deducted from money due to the contractor by Government under contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b), (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by reason of his having purchased, or procured any materials, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract.

Action when the progress of any particular portion of the work is unsatisfactory.	<p>Clause 4 – If the progress of any particular portion of the work is unsatisfactory, the Executive Engineers shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after given the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.</p>
Contractor remains liable to pay compensation of action not taken under clauses 3 and 4	<p>Clause 5 – In case in which any of the powers conferred upon the Executive Engineer by clause 3 and 4 thereof shall have become exercisable and the same shall not been exercised, the non-exercise thereof shall not constitute a waiving of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and liability for contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer taking action under sub-clause (a) or (c) of clauses 3 he may if he so desires, take possession of all or any tools and plants, materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of contract, rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorised agent require him to remove such tools and plants materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and his risk in all respects, and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
Power to take possession of or require removal of or sale contractor's plant.	<p>Clause 6 – if 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 grounds, 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 the extension occurred, whichever is earlier and the Executive Engineer or in the opinion of Chief Executive Officer Zilla Parishad, Pune as the case may be if in this opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Chief Executive Officer Zilla Parishad, Pune in this matter shall be final.</p>
Extension of time	<p>Clause 7 – On the completion of the work the contractor shall be furnish with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, all surplus material and rubbish.</p>
Final Certificate	

and shall have cleaned off, the dirt from all wood work doors, windows walls floor or other parts of any building in or upon which the work, shall have been executed all surplus materials and rubbish and shall have cleaned of the dirt from all wood work door, windows walls floor or other parts of any building in upon which the work, has been executed or of which he may have had possession for the purpose of executing the work nor until the work shall have had possession for purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge the said measurements being binding and conclusive against the contractor. If the contractor shall fail comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as the thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8 – No payment shall be made for any work estimated to cost less than rupee on thousand till after the whole of work shall have been completed and a certificate of completion given but in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill thereof, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as a payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contractor any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way very or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all the parties.

Payment on intermediate certificate to be regarded as advances.

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

Payment at reduced rates on account of items of work not accepted as so contemplated, to be at the discretion of the Engineer-in-charge.

Clause 10 – A bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the

Bills to be submitted monthly.

contractor or his duly authorised agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 11 – The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms

Clause 12 – If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the stores of the Department store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), contractor shall be supplied with such materials and stores, as may be required from time to time to be used by him for the purposes of contract only and the value of full quantity of the materials and the stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit, or the proceeds of sale thereof if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the Government and shall on no account be removed from the site of the work, and shall at all times be open for inspection by Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Departmental stores if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with such consent on the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

Clause 12(a) – All stores of the controlled materials such as cement, steel etc. supplied to the contractor by the Government should be kept by the Contractor under lock and key and will be accessible for inspection by the Executive Engineer or his representative at all times.

Clause 13 – The contractor shall execute the whole and every part of the work in the most substantial and work man like manner, and both as regards materials and every other respect in strict accordance with specification. The contractor shall also confirm exactly fully and faithful to the designs, drawings and instructions in writing relative to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be

Works to be executed in accordance with specifications, drawings orders etc.

Entitled to receive three sets of contract drawings and workings drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawing and working. drawing if required by him, shall be supplied at the rates Rs..... per set of contract drawing and Rs. per work drawing except where otherwise specified.

Clause 14 – The Engineer-in-charge shall have power to make any alternation in or additions the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified the work shall be carried out by the contractor on the same condition in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work of which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence

Alteration in specifications and designs not to invalidate contracts.

Rates for works not entered in estimate or schedule of rate of the

district. work or insure any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as foresaid according to such rate or rates as shall be fixed by the Engineer-in-charge on the event of a dispute the decision of the Superintending Engineer of the circle will be final.

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

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or

additions bears to the cost of the original contract work and the certificate of the Engineer-in charges as to such proportion shall be conclusive.

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

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

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

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

3) Where the Engineer required the contractor to suspended the work for a period in excess of 30 days at any time or 60 days in the aggregate the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect or working machinery remained idle on the site or on the account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension

providing always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

4) In the event of –

- i) Any total stoppage of work on notice from the Engineer under sub clause (I) in that behalf,
- ii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 90 days.

OR

iii) Curtailment in the quantity of item originally tendered on account of any alternation, omission or substitution in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs.5000/-

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

Clause 15 – The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of Government delay in the supply of materials entered in schedule A where such delay is caused by

- i) Difficulties relating to the supply of railway wagons ii) Force majeure iii) Act of God
- iv) Act of enemies of the state or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials. Government

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

shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

Clause 16 – Under no circumstances whatever shall be contractor be entitled to any compensation from Government on any account unless the Engineer-in-charge within one month of the case of such claim occurring.

Time limit for unforeseen claims.

Clause 17 – If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound imperfect or unskillful! workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of a quantity inferior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work materials or articles complained of may have been in advertently passed certified and paid for the contractor shall be bound forthwith the rectify, or remove and reconstruct the

Action & compensation payable in case of bad work.

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work so specified in whole or in part as the case may require or it so required shall remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within period to be specified by to Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rates of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Work to be open to inspection

Contractor or responsible agent to be present.

Clause 18 – All works under or incurse of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice to the intention of the Engineer-in-charge and his subordinate to visit the work shall have been given to the contractor either himself be present to receive orders and instructions or have a

responsible agent duly credited in writing present for that purpose. Orders given to the contractors duly authorised agent shall be considered to have the same force and effect, as if they had been given to the contractor himself.

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

Clause 20 – If during the period of months/ years from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contractor months/years 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 & 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 & reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the

Executive Engineer. In the event of contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Government the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue & on 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 therefore become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.

Clause 21 – The contractor shall supply at his own cost all materials (except such special materials, if any as may, in accordance with the contractor be supplied from the stores) plant tools, appliances implements ladders, cordage, tackles scaffolding and temporary work requisite for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expenses of the contractor and expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by and such person.

Contractor to supply plant, ladder scaffolding etc.

List of machinery in contractor's possession and which he propose to use on the works should be submitted along with the tender.

Clause 21 A – The Contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith –

a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

b) A scaffold shall not be constructed, taken down or substantially altered except:

- i) under the supervision of a competent and responsible person and
- ii) as far as possible by competent workers possessing adequate

experience in this kind of work.

c) All scaffolds and appliances connected there with and all ladder shall

i) be of sound material

ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and

iii) be maintained in proper condition.

d) Scaffolds shall be so constructed that not part thereof can be displaced in consequence of normal use.

e) Scaffolds shall be not be over – loaded and so far as practicable the load shall be evenly distributed.

f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.

g) Scaffolds shall be periodically inspected by a competent person.

h) Before allowing a scaffold to be used by his workmen the Contractor shall whether the scaffold has been erected by is workmen or not take steps to ensure that it complies fully with the regulations herein specified.

i) Working platform, gangway, stairways shall-

i) be so constructed that no part thereof can sag unduly or unequally.

ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risk of persons and stripping or slipping and

iii) be kept free from any unnecessary obstruction

j) In the case of working platform, gangways, working place and stairways at a height exceeding 3 meters

i) every working platform and every gangway shall be closely boarded unless other adequate measure are taken to ensure safety.

ii) every working platform and gangway shall have adequate width and

iii) every working platform, gangway, working place and stairway shall be suitable fenced.

k) Every opening in the floor of a building or in a working platform shall except for the time and to the extents required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.

l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters suitable precaution shall be taken for prevent the fall of persons or materials.

m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

n) Safe means of access shall be provided to all working platforms and other working places.

o) The contractor/(s) will have to make payments to the laboureres as per Minimum Wages Act.

Clause 21 B – The contractor shall comply with the following

regulations as regards the Hoisting Appliances to be used by him:

- a) Hoisting machines and tackles, including their attachment, anchorage and supports shall
 - i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
 - ii) be of good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as means of suspension shall be suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Government.
- d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of years shall be in control of any hoisting machine, including any scaffold which or give signals to the operator.
- g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel, pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a variable safe working load, each safe working load the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motor, gearing, transmission, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk of the accidental descent of the load.
- m) Adequate precaution shall be taken to reduce to a minimum the risk at any part of a suspended load becoming accidentally displaced.

Clause 22 – The contractor shall not set fire to any standing jungle, trees, brush wood or grass without a written permit from the Executive Engineer. When such permit is given and also in all cases when destroying out or dug up trees brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire

Measure for prevention of fire

spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

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

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

Clause 24 – The employment of female labourers on work in neighbourhood of soldiers barracks should be avoided as far as possible.

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

Clause 26 – The contract shall not be assigned or subject without the written approval of the Engineer-in-charge. And if the contractor shall assign or subject his contract or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors or attempt so pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 here of and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27 – All sums payable by a contractor by way of

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

Employment of female labour. Work on Sunday

Work not to be Sublet

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

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

compensation under any of these condition shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actually loss or damage sustained and whether any damage has or has not been sustained.

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

Clause 29 – All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 30 : (1) Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules than in the force the decision of Superintending Engineer of the Circle for the time being shall be final conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, design, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question claim, right matter or thing whatsoever if any way arising out of or relating to the contract, designs, drawings, specifications, estimate, instructions orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of work or after the completion or abandonment thereof.

(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 exceed Rs.10 lakhs (Rupees Ten lakhs)

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

(3) – If the contractor is not satisfied with the order passed by the chief Engineer as aforesaid the contractor may within 30 days of receipt by him of any such order appeal against it to the concerned Secretary, Public works Department/ Irrigation Department who, if convinced that Prima-facia the Contractor's 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 level for suitable decision (vide PW Circular No. CAT-1086-CR-110/Bldg-2 dated 7.5.86)

actual loss.
Changes in the constitution of firm to be notified.

Direction and control of the Superintending Engineer.

Direction and control of the Superintending Engineer.

Stores of

<p>Clause 31 – The contractor shall obtain from Departmental stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required there for/or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles may be supplied to the Contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule, in from A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.</p>	<p>European or American manufacture to be obtained from Government.</p>
<p>Clause 32 – When the estimate on which a tender is made includes lump sums in respect of part the works the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each items, or if the part of the work in question is not the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sum payable to him under the provisions of this clause.</p>	<p>Lump sums in estimates</p>
<p>Actions where no specifications</p>	<p>Clause 33 – In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification and in the even of there being no Divisional specification then in such case the work shall be carried out in all respect in accordance with all instructions and requirements of the Engineer-in-charge.</p>
<p>Defination of work</p>	<p>Clause 34 – The expression ‘work’ or ‘works’ where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract whether temporary or permanent and whether original altered, substituted or additional.</p>
<p>Contractor’s percentage whether applied to net or gross amount of bill.</p>	<p>Clause 35 – The percentage referred to in the tender shall be deducted from added to the gross amount of the bill before deducting the value of any stock issued.</p> <p>Clause 36 – All quarry fees, royalties, octroi dues and ground rent for stacking materials any should be paid by the contractor,</p>
<p>Refund of quarry fees</p>	<p>Clause 37 – The contractor shall be responsible for and shall any</p>

and royalties. compensation to his workmen payable under the Workmen Compensation Act, 1923(VIII of 1923) (herein after called the said Act) for injuries caused to the workmen. If such compensation is payable and or paid by Government as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Compensation under workmen's compensation Act.

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

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

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

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

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

Clause 37 (C) – The contractor shall duly comply with the provision of the Apprentices Act 1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act said and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said act and said Rules.

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

Claim for quantities entered in the tender or estimate.

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

above in sub clause (i) hereof on the same conditions as and in accordance with the specification in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates 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 be estimated cost of the works as put to tender base upon the schedule of rates applicable to the year in which the tenders were invited for the purpose of operation of this clause this cost shall be taken to be Rs.

.....
in words.

3. Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs.5000/- (The clause is not applicable to extra items)

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

Employment of famine labour etc.

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

Claim for compensation for delay in starting the work.

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

Claim for compensation for delay in execution of work.

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

Entering upon or commencing any portion of work

Minimum age of person employed, the employment of donkeys and or other animals and the payment of fair wages.

Clause 43 – 1) No contractor shall employ any person who is under the age of 14 years.

2) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape newar.

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

4) The Engineer-in-charge or his agent is authorised to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the

completion of the work by such removal.

5) The contractors shall pay fair and reasonable wages to the workmen employed by him in the contract or undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the contractor by such decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Government at the sanctioned tender rates.

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

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

Method of payment of **Clause 44** – Payment to contractors shall be made by cheque drawn on any treasury within the division convenient to them provided the amount exceeds Rs.10/- Amount not Rs.10/- will be paid in cash.

Acceptance of conditions compulsory before tendering for work. of **Clause 45** – Any contractor who does not accept these conditions shall not be allowed to tender for works.
Clause 46 – If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work the contractor shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the Executive Engineer or buy any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf.

Employment of scarcity labour. of Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.

Clause 47 – The price quoted by the contractors shall not in any case exceed the control price, if any fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description the controlled price or the price permissible exceeds the controlled price or the price permissible under Hoarding and Profiteering Ordinance, 1948 as amended from the time to time. If the price quoted exceed the controlled price or the price permissible under Hoarding and Profiteering prevention ordinance the contractor will specifically mention this

fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price as permissible under the Hoarding and profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 47 A – The tendered rates are inclusive of all taxes, rates and cases and shall also be inclusive of the tax leviable in respect of works contract under the provision of the Maharashtra Sales tax on transfer of property in goods involved in the execution of works contract Act 1985 (Maharashtra ACt No. XIX of 1985)

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

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

Clause 50 – The contractor shall employ at least 80% of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located.

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

Clause 51 – Wages to be paid to the skilled and unskilled labourers engaged by the Contractor.

1) The Contractor shall pay the labourers skilled according to the wages prescribed by Minimum wages Act of 1948 applicable to the area in which the work of the Contractor is located.

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

Maharashtra
Act XIX of
1985, Clause
regarding turn
over tax vide
PWD Circular
No.CAT-1086-
CR-330 Bldge-
2 dt.10.6.1987

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

P.D.Dept. No.
CAT/1284
(120) Building
2 dated 14.8/85

Clause 54 – The contractor shall engage apprentice such as brick layer, carpenter, wiremen, plumber, as well as blacksmith as recommended by the State Apprenticeship Advisor Director of Technical Education. Dhobi Talav Bombay 1 on the construction work (Government of Maharashtra, Education Department No.TSA /5170/T/56689, dated 7.7.72)

Clause 55 – (Government of Maharashtra P.W.D. Resolution No. CAT-1086/CR-243/K/Bldg. 2 Bombay 32 dated 11.9.87).

- A) The anti-malaria and other health measures shall be as directed by the Joint Director (malaria and filarial) of Health Services, Pune.
- B) The contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.
- C) The contractor shall carry out anti-malaria measures in the area as per guidelines prescribed under National Malaria Eradication programme and as directed by the Joint Director (malaria and filaria) of Health services, Pune.
- D) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Government the amount spent by the Government on anti-malaria measures to control situation in addition to fine.
- E) **Relations with Public Authorities** : The contractor shall make sufficient arrangements for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose of this water in such away as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

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

SCHEDULE – A

Schedule showing (approximately) the material to be supplied from the departmental stores for the work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for the construction of

Particulars	Quantity	Rates at which the material charged to the contractor			Place of delivery
		Unit	In figure	In words	
	-NIL-				

NOTES :

1. The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer-in-charge on issue of the form prior to the submission of the tender.
2. The rates mentioned in Schedule A are inclusive of all taxes and storage charges.
3. Cement can be reckoned for the purpose of issue at 20 bags per tone irrespective of actual weight. Loss arising out of shortage of weight in each bag shall be governed by the provisions and conditions 20.1 (i) of special conditions of contract. The rate quoted should correspond to this method of reckoning.
4. No claim for extra payment on account of delay in supply of these materials will be entertained.
5. The quantities indicated in the above schedule are approximate and may vary as per actual requirement as ascertained by the Engineer-in-charge.
6. The charges for loading, un-loading, conveyance etc. for the material shown above from the place of delivery to the site of work will be borne by the contractor and deemed to be included while quoting for the tender All the materials shall be made available for delivery on working days during the office hours.
7. All the materials mentioned in Schedule A required for the work shall be taken from the department only. The materials from the outer sources in lieu of materials in Schedule 'A' shall not be allowed except under written permission from the Executive Engineer. The samples of such materials shall be tested at the contractor's cost. The materials not confirming to the required standard shall be removed by the contractor at from the site of work at his own cost.
8. The contractor will have to construct a shed with double locking arrangements at his own cost.
9. If the controlled materials viz. Cement, steel lie unused with the contractor after completion of the work and if they are not returned, the contractor shall pay for such materials at double rate @ which the material were issued to him Recovery of S.T. and G T on cost of surplus materials which are not returned by the contractor will be levied.
10. Proper account of day to day consumption of the materials as per Schedule A be maintained by the contractor or his authorised representative on site and it shall be checked by the departmental officer every day in token of its correctness.

Contractor

Corrections

Executive Engineer

SCHEDULE – B**Memorandum showing items of work to be carried out**

Item No.	Quantities estimated may be more or less	Item of work	Estimated Rates		Unit	Total amount according to estimated quantities
			In figures	In words		
		Attached Separately				

Note 1 – All works shall be carried out as per
Department Hand book and other specifications of the Division or as directed.

Note 2 – Rates quoted including clearance of site (Prior to commencement of work and at its close) in all respects and good for work under all site conditions site moisture weather, etc.

Note – To be continued on additional sheets if found necessary.

Contractor

Corrections

Executive Engineer

Conditions for materials issued under Schedule 'A'

The issue of materials by the Department under Schedule 'A' of this contract will be subject to enterly to following conditions.

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

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

11. Mild steel/tor steel bars shall be issued to the contractor on actual weightment. However for the purpose of payment, the weight of steel bars used on the work shall be calculated on the basis of standard weight per unit length vide table in B 10, 13 of Standard Specification Book, 1972 edition by B & C Department. Hence, claims on account of difference in actual weight and calculated on the basis of standard weight per unit length shall not be entertained. No extra payment for straightening the bars will be made.
12. The contractor shall make his own arrangement for securing structural steel such as square bars, flats, rolled steel joists, angles, iron plates, etc. The department is neither responsible for securing permit nor to supply required structural steel. However, necessary certificate to the effect that the material is required for the said bonafide Government work, will be issued if required.
13. The charges for conveyance of materials from the place of delivery to the site of work and the actual spot on work site shall be entirely borne by the contractor. No claims on this account shall be entertained.
14. If surplus materials after completion of the work are not returned by the contractor, recovery of such materials at the penal rate of twice the issue rate of these materials shall be made from the contractor. Sales Tax and General Tax on the cost of surplus material which are not returned shall also be recovered by from the contractor as decided by the Executive Engineer. However, it is clear that if any surplus materials returned is in unserviceable or in damaged conditions, the same will not be accepted. In such rase the cost will be recovered from the contractor as stated above in the clause.
15. Empty asphalt drums will have to be returned to the Department. In case of non return of empty asphalt drums, recovery at Rs.50/- (Fifty only) per drum will be charged to the contractor.
16. The person/firm submitting the tender should see that the rates in the above Schedule 'A' are filled up by the executive Engineer-in-charge of the work on the issue of the form prior to the submission of the tender.
17. The Government shall not be responsible for the loss in cement during transit from Government stores to work site. Cement so delivered to the contractor at the Government stores shall mean 50kgs equivalent to 1.23 Cft. by weight. The rate quoted should correspond to this method of reckoning. The correction will have to be done by weight basis. While mixing, if cement found short in a bag, it will have to be made good by the Contractor for which additional cement would be supplied by the Dept. at issue rate in Schedule 'A' item or percentage rate quoted for should reckon this.
18. For the purpose of issue rate, the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and each dimension shall be measured at straight line in plain (neglecting extra length due to corrugations etc.)
19. The contractor shall furnish unstamped receipts for all material issued under Sch. 'A'

General Specifications and Additional Conditions

(MAJOR WORKS)

(Note : These are to apply as additional specifications and conditions unless already provided for contradictorily elsewhere in this contract)

1. Work and site conditions

1.1 General Description of work

(Describe type and details of work in brief)

1.2 Locations and site conditions

(State location, approach, communications,
Quarries, land, water, labour etc. facilities
Restrictions etc)

Note : This may form a separate exhaustive chapter in case of major contract or say over Rs.One Crore.

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

(Note : These are to apply as additional specifications and conditions unless otherwise already provided for contradictorily elsewhere in this contract.)

2.1 CONTRACTOR TO INFORM HIMSELF FULLY :

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own 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 any doubts as to the meaning of any points 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 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.

2.2 ERRORS, OMISSIONS AND DISCREPANCIES :

- a) In case of errors, om'issions and/or disagreement between and scaled dimensions on the drawing or between drawings and specifications etc. the following order of preference shall apply.
 - i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
 - ii) Between the written or shown description or dimension 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 drawing, the later shall be preferred.
 - iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.
- b) In case of discrepancy between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as correct. In other cases correct rate would be that, which is lower.
- c) In all cases of omissions and/or doubts or discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Executive 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.

2.3 CHANGE OF CE & BENT CONTENT ETC. :

The tendered rates for any item, involving the use of cement, shall apply to the quantity of cement specified for the mix for that item in the specifications. If for any reasons expect those required for compensating the deficiencies, in the components, the cement content and properties are altered by the Engineer (Engineer-in-charge) at any time or from time to time the tendered rates for that particular item and quantity or quantities, shall be duly enhanced 'or reduced only

to account for the addition or reduction in cost of the cement content from that laid down in the specification at the rates specified in the Schedule 'A' of the contract plus 10% to cover all other incidental charges what ever. Likewise if any additives compounds water proofing materials etc. are ordered by the Engineer to be added to the mortar or concrete, no extra rate shall be payable for this change which shall be carried out as per directions of the Engineer-in-charge, provided cost of such additives etc. is borne by Government or these are supplied free of cost to contractor at site by the Government.

2.4 WORKING METHODS AND PROGRESS SCHEDULES

- a) Contractor shall submit, within times stipulated by the Engineer 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 locations, 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 complete changes in the method proposed by the contractor, whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered.

PROGRESS SCHEDULE

- b) The contractor shall furnish within the period stipulated in writing by the Engineer-in-charge, of the order to start the work, a progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit, the particular items, if any, on the due dates specified in the contract and shall have the approval of the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say; week by week for any item or items, in case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.
- c) The contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of schedule. The working and shift hours restricted to one shift day for operations to be done under the Government supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer. Night work which requests supervision shall not be permitted except when specifically allowed by Engineer each item, if requested by the contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Engineer without extra cost.
- d) Further, the contractor shall submit the progress report of work in prescribed forms and charts etc. at periodical intervals, as may be specified by the Engineer-in-

charge. Schedule shall be in the form of progress charts, forms progress statement and/or reports as may be approved by the Engineer.

- e) The contractor shall maintain proforma, charts, details regarding machinery, equipment, laour, materials, personnel etc. as ma be specified by the Engineer and submit periodically return thereof as may be specified by the Engineer-in-charge.

2.5 TREASURE TROVE

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

2.6 AGENT AND WORK-ORDER BOOK

The contractor shall himself manage the work or engage an authorised all time agent on the work capable of managing and guiding the work and understanding the specification and contract conditions. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matter in case the Engineer in charge considers this 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 intimations to the Executive the details of the supervisory and other staff employed by the contractor and notify changes when made and satisfy the Engineer regarding the quantity and sufficiency of the staff, thus employed. The Engineer will have the unquestionable right to ask for changes in the quality and number of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer.

A work order book shall be maintained on site and it shall be the property of Government and the 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 t the Engineer in good time so that it can be checked. The bank work order book with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

2.7 INTIAL MEASUREMENTS FOR RECORD

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

2.8 HANDING OVER OF WORK

All the work and materials before finally taken over by Government, will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the Executive Engineer or his authorised representative will be always in writing of which copies 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, except as specifically mentioned elsewhere in this contract or as mutually agreed to.

2.9 ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC.

The Engineer, on a written request by the contractor, will if in his opinion, the request 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 Government will not, however be responsible for the non availability of such facilities or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Government.

The contractor shall have to make his own arrangement for machinery required for the work. However, such machinery conveniently available with the Department may be spared as the rules in force on recovery of necessary Security Deposit and rent with agreement in the prescribed form. Such an agreement shall be independent of this contract and supply of machinery shall not form a ground for any claim or extension of time for this work.

2.10 SMAPLES AND TESTING OF MATERIALS

- i) All materials to be used on work shall be got approved in advance from the Engineer-in-charge and shall pass the test and/or analysis required by him, which will be (a) as specified in the specification for the items concerned and or as specified by the Indian Road Congress Standard Specification (b) Code of Practice for Road & Bridges or (c) I.S.I. Specifications (Whichever and wherever applicable) or (d) such recognised specifications acceptable to Engineer-in-charge as equivalent thereto or in absence of such recognised specifications (e) such requirement tests and analysis as may be specified by the Engineer-in-charge in order of precedence given above.
- ii) The contractor shall at his risk arid cost make all arrangements &/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 & to such place or places as may be directed by the Engineer and bear all charges & cost of testing. Such samples shall also be deposited with the Engineer-in-charge.
- iii) The contractor shall if and when required, submit at his cost the samples of materials to be tested or analyzed & 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, finely accepted by the Engineer-in-charge.

- iv) The contractor shall not be eligible for any claim of compensation either arising out of any delay in the work or due to any corrective measures required to taken on account of and as a result of testing of the materials.
- v) The contractor or his authorised representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.
- vi) Cost of routine day to quality control testing charges for tests required as per specifications will be born by department by sending the same to the concerned laboratories or by establishing Government laboratory at site.

However the cost of testing of material as directed by Engineer-in-charge for approving a particular material as laid down in para 2.10 (i) to (v) will have to be borne by the contractor.

2.11 CO-ORDINATION

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

In case of any disput, disagreement between the contractors, the Engineer's decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractors concerned and such a decision or decisions shall not vitiate any contract not absolve the contractor(s) of his/their obligations under the contract not consider for the grant for any claim or compensation.

2.12 PAYMENT

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, plant machinery, supervision, power, royalties, octroi taxes, etc. and should also include all expenses to cover the cost of night work it and when required and no claim for additional payment beyond the prices or rates quoted will be entertained. However the contractor will be entitled for refund of royalty paid by him vide clause 35/36 of the printed B2/B1 Tender form.

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

2.13 PATENTED DEVICE

Whenever the contractor desires to use any designed devices, materials or process covered by the letter of patent or copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and the copy of their agreement shall be filed with the Engineer-in-charge if so desired by the letter.

2.14 TEMPORARY QUARTERS

- i) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Engineer-in-charge.
- ii) The contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Executive Engineer's representative. The covered area exclusive if verandha should not be less than 400Sq ft. it may have bamboo mating wails and asbestos or corrugated iron roof, paved floor should be 18"above ground level. He should provide a basket type latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

3. SAFETY MEASURES AND AMENITIES

3.1 SAFETY MEASURE

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

- 1) Providing protective foot wear to workers, in situations like mixing and placing of mortar of concrete in quarries and places where the work if done under too much of wet conditions as also for movements over surface infested with oyster growth etc.
- 2) Providing protective head wear to workers, working in quarries etc. to protect them against accidental fall of materials from above.
- 3) Taking such normal precautions like providing hand rails at the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.
- 4) Supporting workmen with proper belts, ropes etc. when working on any masters, cranes, grabs, hoist, dredgersete.
- 5) Taking necessary steps towards training the workers concerned in the use of machinery before they are allowed to handle it independently and taking all

necessary precautions in and around the areas where machines, hoists, and similar units are working.

- 6) Providing adequate number of boats (of at all required for plying to water) to prevent overloading and over crowing.
- 7) Providing life belts to all men working in such situation from where they may accidentally fall into the water, equipping trie boats with adequate number of life belts etc.
- 8) Avoiding bare live-wires etc as would electrocute workers.
- 9) Making all platform, stagings and temporary structures sufficient strong so as not cause inconvenience & risk to the workmen and supervisory staff.
- 10) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocations, drowning and other injuries.
- 11) Take all necessary precautions with regard to use of divers.
- 12) Providing full length gum boots, leather hand gloves with fire proof apron to cover the chest and back reaching upto knees and protective goggles for the eyes to the labourers working with hot asphalt handing vibrator in cement concrete and also where ever use of any or all these items is beneficial in the interest of health and well being of the labourers in the opinion of the Engineer.

3.2. EXPLOSIVES

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 magazine being situated, constructed and maintained in a accordance with the Government Rules applicable in the behalf. The contractor shall at his own expenses obtain such licence or licences that may be necessary for storing and using explosives. Not withstanding that the location etc. or storage of explosives are approved by the Engineer, the Government, shall not be incurring any responsibility what ever in connection with storage and use of explosives on the site or any accident or occurrence what-so-ever in connection, therewith, all operations in or for which explosives are employed being at the risk of the contractor and upon his sale responsibility and the contractor hereby give to Government an absolute indemnity in respect thereof.

3.3. DAMAGE BY FLOOD OR ACCIDENTS

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

3.4 RELATION WITH PUBLIC AUTHORITIES

The contractor shall comply with all rules, regulation, bye-laws and directions given from time to time also by any local public authority in connection with this work and shall himself pay fees or charges which are leviabale on him without any extra cost to the Department.

3.5 POLICE PROTECTION

For the Special Protection of camp and of the contractor's work, 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.

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

- a) The contractor shall provide an adequate supply of potable water for the use of labourers on work and in camps.
- b) The contractor shall construct trench or semi permanent latrines for the use of the Labourers. Separate latrines shall be 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 of Bamboos and Grass may be constructed.
 - 2) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungle, grass or woods should be particularly avoided. Campus should not be established close to large cutting of earth work.
 - 3) The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
 - 4) There should be no over crowding. Floor space at the rate of 30 Sq. Ft per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
 - 5) The contractor must find his own land. If he wants Government land, he should apply for it and pay assessment for it, if made available by Government.
 - 6) The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
 - 7) The contractor shall make sufficient arrangements for draining away the surface and sullagewater as well as water from the bathing and washing places and shall dispose off this waste water in such way as not cause any nuisance.
- d) 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 within 8 kilometers from the camp. In case of emergency the contractor shall arrange at his cost for transport for quick medical help to his sick worker.
- e) The contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged.
- f) The assistant Director 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.
- g) The contractor shall make arrangements for all anti malaria-measures to be provided as directed by the Assistant Director of Public Health.

4. QUARRIES

- 4.1 The quarrying operations shall be carried out by the contractor with proper equipment such as compressor, jack hammers drill bits, explosives etc, and sufficient number of workmen shall be employed so as to get required out turn.
- 4.2 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 Government. Any cost incurred by Government due to non-compliance 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 facilities by contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any time be allowed to inspect the work buildings, and equipment at the quarters.
- 4.3 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 these books shall be open for inspection at all time by the Engineer-in-charge or his representative and the Contractor shall furnish the copies or extracts of books or registers as and when required.
- 4.4 All quarrying operations shall be carried out by the contractor in organized and expeditious manner, systematically and with proper planning. The contractor shall engage licence 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 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 licence for blasting and licence for storage of materials from the concerned authorities. The contractor must therefore take timely advance action for procuring all such licences so that the work progress may not be hampered.
- 4.5 The approacher 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.
- 4.6 The quarrying operation shall be carried out by the contractor to the entire satisfaction of the Engineer-in-charge and 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.
- 4.7 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 the contractor to any other agencies or works 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 Government free of cost at quarry site duly heaped at the spots indicated by the Engineer-in-charge. The contractor will be entitled to the refund of royalty if any, paid by him for such quantity handed over to Govt. for which necessary certificate will be issued by Executive Engineer as per usual procedure. If however, the Government, does not require such surplus materials, the contractor may be allowed to dispose off or use such material else where with, prior written permission of the Engineer-in-charge. Leaving off a quarry face or opening of a new quarry face shall be done only on the approval of the Engineer-in-charge.

- 4.8 Quarrying permission will have to be directly obtained by the contractor, from the Collector of the District concerned for which purpose the department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking materials etc. It any to be paid shall be paid directly by the contractor as per rules in force. The contractor will however be entitled to a refund of part of such charges as are admissible under rules as mentioned else where in this contract, after obtaining a certificate from the Engineer-in-charge that the material were required for use on Government works.
- 4.9 The contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space if Government area is available for the purpose, his own structures for stores, officers, etc. at places approved by the Engineer-in-charge. On completion of the work the contractor shall remove all the structure erected by him and restore the site to its original condition.
- 4.10 The contractor shall not use any land in the quarry either for cultivation or for any other purpose except, that required for breaking or stacking or transporting stones.

5. DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression "Government" as used in the tender papers shall mean the Public works Irrigation and Housing Department of the Government of Maharashtra.
- b) The expression "Chief Engineer" as used any where in the tender papers shall mean Chief Engineer of the Government of Maharashtra who is designated as such.
- c) The expression "Superintending Engineer" as used in the tender papers shall mean an officer of Superintending Engineer's 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 for the time being.
- e) The expression "Contractor" used in the tender papers shall mean the successful tenderer whose tender has been accepted and who has been authorised to proceed with the work.

- f) The expression “Contract” as used in tender papers shall mean the deed to contract together with its original accompaniments and those latter incorporated in it by mutual consent.
- g) The expression “Plant” as used in the tender papers shall mean every temporary and necessary or considered necessary by the Engineer to execute, construct, complete and maintain the work and used in altered, modified, substituted and additional work ordered in the time and 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 therefore.
- h) “Drawing” shall mean the drawings referred to in specifications and any modifications of such drawing approved in writing by Engineer and such other drawing as may from time to time be furnished or approved in writing by the Engineer.
- i) “Engineer’s representative” shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.
- j) “Provisional sum” or “Provisional lump sum” shall mean lump sum included by Government in tender documents % and shall represent the estimated value of work for which details are not available at the time of issue of tender.
- k) “Provisional items” shall mean items for which approximate quantities have been included in the tender documents.
- l) The “Site” shall mean the lands and/or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of Contract.
- m) The “Work” shall mean the works to be executed in accordance with the contract or part (s) thereof as the case may be and shall included all extra or additional, altered or substituted works as required for performance of the contract.

6. TRAFFIC REGULATION

- 6.1 Unless separately provided for in the contract. The contractor shall have to make all necessary arrangement for regulating traffic, day to night during the period of construction to the entire satisfaction of the Engineer. This includes the construction and maintenance to diversion 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 Regulation and for traffic safety and he shall be responsible for all claim 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.
- 6.2 It is to be clearly understood that whatever work carried out by the contractor the 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 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 expenses.
- 6.3 The contractor’s have to make own arrangements for temporary acquisition of land if required for diversion.

7. LEVELLING INSTRUMENTS

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

8. CEMENT CONCRETE : (Delete if not applicable)

- a) The contractors shall carry out all preliminary tests to workout grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials, labour and testing cost for preparing and testing samples as required by the Engineer. Unless otherwise specified in the detailed itemwise specifications 3 cubes 6"x6"x6" will be tested for every 500 cubic feet of ordinary grade concrete or per day whichever is higher. The contractor shall make field arrangements for slump test, density and bulkage testing and also prepare concrete cubes 6"x6"x6" for tasting compression strength at his cost. The cubes shall be got tested at approved laboratory and the test results shall not fall below those prescribed in R.W.D. Hand Book. (Table CVP. 412) or as laid down in the specifications. The cost of such cubes and tests shall be entirely borne by contractor.
- b) All concrete shall be controlled concrete and machine mixed, unless otherwise directed by Engineer-in-charge for controlled or High grade concrete, the grading of aggregates shall be got approved from the Engineer. The correct proportions and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility regarding the minimum works strength requirements. Work test shall be taken in accordance with relevant codes and specifications. All proportioning of aggregates shall be done by weight if so ordered by the Engineer.
- c) All mixing shall be done by mechanical means in approved mixers. The Engineer may at his discretion allow in writing hand mixing of concrete for minor items where small quantities are involved but in that case the Contractor shall increase the cement content of the mixture by 10% without any extra cost.
- d) The form work used shall be made preferably of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Engineer e.g. lintels, small slabs and beams coping etc.
- e) The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer.
- f) The concrete shall be cured only by a sweet potable water for full 21 days after the time of the period specified in the detailed specification or as may be directed by Engineer-in-charge.

9.1 REINFORCED CONCRETE WORK

- a) The work included in this contract shall be carried out in addition to this specification detailed herein, in accordance with specification and regulations as laid down in the following standard specifications.

Standard Specifications published by Government of Maharashtra 1972 edition.

I.S.269 : 1958 – Specification for ordinary rapid hardening and tow heat Portland cement (Revised)

I.S.363 : 1963 – Specification for coarse and fine aggregate from natural sources for concrete.

I.S.432 : 1960 – Code of practice for plain and reinforced concrete.

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

LOAD TEST OF BUILDING SUPERSTRUCTURE

In the event of there reasonable doubts as to the quality of workmanship or of materials used in unit of the same preferably the very first of it to be cast, as directed by the Engineer in order to satisfy the department about the strength of the structure, the adequacy of the procedure of working and the sufficiency of methods followed and results obtained. The load test shall be carried out as per specifications.

The test shall be carried out for the full dead load and 12 percent live load including impact by observation of deflections a salient point and comparing them with those computed ones. The two should closely agree with residual deflection after removal of live load after 24 hours and the difference between the two shall not be more than 20% of the maximum ones.

In case there is any deficiency, the same shall be made good by the Contractor by necessary strengthening of the un tested (please see the para 7 of the chapter 6 item 24) and necessary improvements shall be made in the units to be constructed next as warranted by their results of the test.

The next unit will again be tested and process reported until absolutely satisfactory results are obtained and the rest of the work will be carried out according to the procedure giving such results.

This testing will entirely be at the risk and cost of the Contractor, its cost being considered to be covered by the rates for the concerned items of the work under this contract and shall form a part of routine testing as far as materials and concrete else where.

ADDITIONAL GENERAL SPECIFICATION FOR 1 : 2 : 4 ORDINARY AND HIGH GRADE CONCRETE

If the concrete strength falls below that specified for the items and if the use can be permitted under clause 303.3.7 of the I.R.C. Bridge Code Section-III given below. The unit (bridge component) may be accepted at the discretion of the Superintending Engineer concerned as a substandard work at a suitable reduced rate. Reduced rate will be determined by the Executive Engineer concerned according reduced rate as mentioned above, He has to replace the concrete at his own cost with all consequent losses and damages.

- i) Full payment should be made when 75% of the test cube results are equal and above specified strength and remaining 25% of the results are above 75% of the specified strength, Cases failing outside the above limit should be examined and decided by the Engineer-in-charge on merits of each case.
- ii) The test specimen should be taken by representative of the contractor in presence of a responsible officer of the rank of not over than an Assistant Engineer/Deputy Engineer.
- iii) The test specimen should formed carefully and no claim shall be entertained later on the ground that the casting of the test specimen were faulty and that the

results of the test specimen did not give correct indication of the actual quality of concrete.

- iv) The minimum quantity of cement per 100 eft. of M 160 and above concrete should be 16.00 cement bags as per Standard Specification Book specifications F B.7-A on page 42.
- v) Payment : (a) The payment of such concrete work will not be made till the strengths are ascertained.
- vi) The payment of reinforcement of such affected items will not be made till the strengths of the concrete are ascertained.

10. COLLECTION OF MATERIALS

- i) Where suitable and approval Public Works Department's quarries exist, the contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation. If any damage is caused to the quarry either deliberately or through 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 material from quarries as directed.
- ii) Where no suitable Public Works Department's quarries exist or when the quantity of the material required cannot to obtained from a Public Works Department enquiry 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 by the Engineer-in-charge or his representatives. The contractor or piece worker shall pay all royalty charges compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of land will be entertained.
- iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks making new cart tracks, charges, Central/ State Government or Municipal taxes, Local Boards, Cess etc.
- iv) The rates in the tender are for the delivery of the approved material on road side property stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of charges 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 materials is unathorisely 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 Enginner 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 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 claims for any loss or damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaint 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 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 leveled. 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 stacks for materials other than rubble shall be 10 ft. x 5 ft. x 2 ft. or such other size as may be directed by the Engineer-in-charge and all but one stack in furlong shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each furlong may be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.
- x) The Sub Divisional Officer shall supply the Contractor with statement showing furlong wise quantities that will be required and the which the collection is to be done. No materials in excess of requirements in that furlong shall be stacked. Any excess quantity shall be removed at the expenses of the Contractor or piece worker to where it is required before the material in that furlong is finally measured.
- xi) In stacking materials the deposition shall commence at the end mile farthest from the quarry and be carried continuously to the other end (unless otherwise directed by Executive Engineer). Stacking in one furlong shall be completed before it is started in another, unless directed otherwise, in writing by the Executive Engineer. Measurements of the materials stacked in a furlong will not be recorded until the full quantity required has been stacked unless otherwise authorised by Engineer in writing. Collecting and spreading shall not be carried out at the same time in one and the same mile or in two adjoining miles Except with the written permission of the Executive Engineer.
- xii) Unless otherwise directed, the materials shall be collected in the following order according to availability of space : (1) Rubble (if included in tender) (2) Metal (3) Soft murum and (4) Hard murum. Hard murum shall be stacked on the side opposite to that on which soft murum has been stacked. Similarly metal collected for petty repairs shall be stacked on the side opposite to metal for new layer. Where metal for two layers has to be stacked, as in the case of new roads, the metal for each layer shall be stacked on the opposite sides to the road.

xiii) All road material shall be examined and measured before it is spread. The labour for measurements (add 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 never the less and no complaint in this respect will be entertained latter on. If the contractor or piece worker fails to supply sufficient labour for the materials required at the time of measurements or check 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.

xiv) No deduction will be made for voids.

11. MISCELLANEOUS

11.1 Rate shall be inclusive of S.T. General tax and other taxes, etc.

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

11.3 In case it becomes necessary for the due fulfillment of contract for the contractor to occupy and outside the Department limits, the contractor will have to make his own arrangements with the land owners and to pay such rents if they are payable as mutually agreed between them. The Department will afford the contractor all the reasonable assistance to enable him to obtain Government land for such purpose on usual terms and conditions as per rules of Government.

11.4 The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications of P.W.D. Hand Book, where reference to such specifications is given without reproducing the details in contract.

11.5 Suitable separating Barricades and enclosures shall be provided to separate material brought by contractor and material issued by Government to contractor under Schedule 'A'. Same applies for the material obtained from different sources of supply.

11.6 It is presumed that the contractor has gone carefully through the standard specifications of P.W.D. Hand Books and the schedule of rate the division and studied the site conditions before arriving at rates quoted by him. Decision of the Engineer-in-charge shall be final as regards interpretation of specifications.

11.7 The stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or infusion 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 material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of substance of soil, such heavy materials shall be stored on approved platforms.

- 11.8 For road and bridge works the contractors shall in addition to the specification cited here comply with requirements of relevant I.R.C. Code practice.
- 11.9 The contractor shall be responsible for making good the damage done to the existing property during construction by his men.
- 11.10 The it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the contractor with the help of the Department at his own cost.
- 11.11 The contractor shall provide, maintain, furnish and remove on completion, temporary shed for office on worksite for the use of Executive Engineer's representative.
- 11.12 Defective work is liable to be rejected at any stage. The contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.
- 11.13 In the schedule 'B' the work has been divided into sections but not withstanding this, every part of it shall be deemed supplementary to and complementary of every other part.
- 11.14 General directions or detailed description or work, materials and item coverage of rates given in the specifications are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section clause(s) of the General Specifications in accordance with which the work is to be carried out.
- 11.15 In the absence of specific directions to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risk arising out of the General Conditions of contract.
- 11.16 The quantities set down against the item in the schedule 'B' are only estimated quantities of each kind of work included in the contract are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.
- 11.17 All measurements will be made in accordance with the methods indicated in the specification and read in conjunction with the General Conditions of Contract.
- 11.18 The details shown on drawing and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the Government during execution. The contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.
- 11.19 The recoveries if any due from contractor will be effected as arrears of land revenue through the Collector of the District.
- 11.20 Clause 101 to 107 of Specifications of Road and Bridges work adhered herewith will be applicable to works as per schedule 'B' unless specified otherwise in the detailed specifications of the relevant items.
- 11.21 All materials used in the construction shall confirm to the requirement of Specification Clause under Section "1000" Materials for Structures of Specification of Roads and Bridge Work, M.O.S.T. New Delhi, attached to the tender.
- 11.22 Protection of underground telephone cable and aerial telephone wires poles, transmission towers, electrical cables and water supplying lines. During the

execution of works, it is likely that the Contractor may meet with telephone cable, electrical cables, water supply lines etc. It will therefore be the responsibility of the Contractor to protect them carefully. All such cases should be brought to the notice to the Engineer-in-charge by the Contractor and also to the concerned Department. Any damage what-so-ever done to these cables and pipe line by the Contractor shall be made good by him at his cost.

12. LINE OUT

The Contractor shall provide free of charge all labour and material required for lining out, surveying, inspection decide by the Engineers as considered necessary for the proper and systematic execution of the work. The Department will only show the changed points on the alignment of road and it will be the responsibility of the Contractor to correctly align the road straight between points, including setting out curves though the Department will render necessary assistance. Likewise, only one B M with definite value of R.L. will be shown to Contractor who shall have to provide for a network of temporary bench mark all along the road and near C.D. works for execution of the work. The Contractor shall be responsible for the Provision, accuracy and Maintenance of such temporary B.M. He shall be responsible for the correctness of the position, levels, dimensions and alignments of all responsible for the correctness of the position, levels, dimensions and alignments of all parts of the works and provision of necessary instruments and labour in connection with it. Suitable pointed bamboos or wooden stack shall be provided at his cost and firmly fixed at every 200 feet on both sides of embankment to indicate final as well as intermediate heights of the embankment. Any errors in position, levels, dimensions and alignment etc. shall be rectified by Contractor at hrs expenses. If such error is due to incorrect data supplied in writing by the Engineer or his authorised representative, the cost of rectification shall be borne by Government. The checking or inspection of any way relieve the contractor of his responsibility for correctness thereof. The Contractor shall carefully protect and preserve all Bench mark, site rails, pegs and stones etc. used in setting out the works. Marking out the centre lines of C.D. works, necessary approaches etc. shall be done by the Contractor at his own cost as directed by the Engineer.

Name of work :-----

DECLARATION OF THE CONTRACTOR

(See para 8 of detailed tender notice)

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

Contractor

Executive Engineer

Name of Work : As Per Detailed Tender Notice

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ACCOMPANIMENT TO THE GOVERNMENT RESOLUTION PUBLIC WORKS DEPARTMENT NO.CAT/06/04/148,DATED 16-5-2005.**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 PUNE Centre 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 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.

1. Labour Component – K (**33** %)
2. Material Component – K (**65** %)
3. POL Component - K (**02** %)
4. Bitumen Component Actual
5. HYSD & Mild Steel Component Actual
6. Cement Component Actual
7. C.I. and D.I. Pipes Component Actual

Note:- If cement, Steel, Bitumen, C.I. & D.I. Pipes are supplied Schedule 'A' then respective component shall not be considered. Also if particular component is not related same shall be deleted.

1. Formula for Labour Component :

$$V_i = 0.85P \left[K_1 \times L_1 - L_0 \right] \\ 100 L_0$$

Where,

V_i = 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 and Mild Steel, bitumen, C. I. & D. I. Pipes calculated at the basic star rates as applicable for the tender, consumed. during the quarter under consideration.

(These star rates shall be specified here.)

K_1 = Percentage of Labour component as indicated above.

Name of Work : **Providing sewerage disposal system for Chaphekar Chowk.**

Contractor

Corrections

Executive Engineer

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L_0 = Basic consumer price index for Pune center shall be average consumer price Index for the quarter preceding the month in which the last date Prescribed for the receipt of the tender, falls.

L_1 = Average consumer price index for Pune center for the quarter under consideration.

2. Formula for Materials Component :

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

Where,

V_2 = Amount of price variation in Rupees to be Allowed for Material component.

P = Same as worked out for Labour component.

K_2 = Percentage of Material component as indicated above.

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

M_1 = Average wholesale price index for Pune during the quarter under consideration.

3. Formula for Petrol, Oil, and Lubricant Component :

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

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, and Lubricant component.

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

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

4. Formula for Bitumen Component

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

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

QB = Quantity of Bitumen (Grade..) in metric tonnes used in the Permanent works and approved enabling works during the quarter under consideration

B_1 = Current average ex-refinery price per metric tonne of Bitumen

Name of Work : **Providing sewerage disposal system for Chaphekar Chowk.**

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(Grade..) under consideration including taxes (octroi, excise, sales tax) during the quarter under consideration .

B_a = Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average ex- refinery price in rupees per metric ton including taxes (octroi, excise, sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher

5. Formula for HYSD and Mild Steel Component.

$$V_5 = S_0 (S_1 - S_0) \times T$$

S_{l0}

Where,

V_5 = Amount of price variation in Rupees to be Allowed for HYSD and Mild Steel component.

S_0 = Basic rates of HYSD/Mild steel in rupees per metric tonne as considered for working out value of P.

S_{l1} = Average steel index as per RBI Bulletin during the quarter under Consideration.

S_{l0} = Average 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

$V_6 = C_0 (C_{l1} - C_{l0}) \times T$

C_{l0}

Where,

V_6 = Amount of price variation in Rupees to be Allowed for Cement component.

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

C_{l1} = Average Cement index as per RBI Bulletin during the quarter under Consideration.

C_{l0} = Average 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 cement used in the permanent works for the quarter under consideration.

7. Formula for C.I. / D. I. Pipes 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 components.

D_0 = Pig Iron price in rupees per tonne considered for working out Value of P.

Name of Work : **Providing sewerage disposal system for Chaphekar Chowk.**

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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 for the quarter under consideration.

The following condition 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 my 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 , S_1 and Cl_1 , to the levels corresponding to the date from such compensation is levied.

- ii) This price variation clause shall be applicable to all contracts in B1/B2 & C form 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 prevailed 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.

CONTRACTOR

EXECUTIVE ENGINEER,

कंत्राटदाराने शासकीय विमानिधीपाशी कंत्राटकामाचा विमा उतरवावा म्हणून करारनाम्यात समाविष्ट करावयाच्या अटीचे प्रारूप

कंत्राटदारावर सोपविलेल्या कंत्राटकामाचा विमा कंत्राटदारांनी विमा संचानालय, महाराष्ट्र राज्य गृहनिर्माण भवन 264 ,पहिला मजला ,कलानगर ,बांद्रा(पूर्व) मुंबई 400051(दुरध्वनी क्रं.संचालक 26591782 / 26590403 कार्यालय -26590609 / 26590746 फॅक्स क्रं.022- 265902461) या कार्यालयापाशी कंत्राटाच्या संपुर्ण रक्कमेस व कंत्राटाच्या पुर्ण कालावधीचा सदर कार्यालयाकडील अटी व शर्तीनुसार विमा उतरविणे आवश्यक आहे.तसेच कंत्राटी काम पुर्ण करण्यासाठी नियुक्त करण्यात येत असलेल्या सर्व कामगारांचा विमा कामगार नुकसान भरपाई विमापत्राखाली , अटी व शर्तीनुसार उतरविणे अनिवार्य आहे. सदरचा विमा उतरविणेच्या खालील तीन पध्दती असून विमा संचालनालयाच्या व्यतिरिक्त अन्य विमा कंपन्याकडून घेतलेली विमापत्रे स्विकारली जाणार नाहीत.

1. कंत्राटी कामाचा कार्यारंभ आदेश घेताना रक्कम रु. 25.00 पर्यंतच्या कामांसाठी निविदा रक्कमेच्या 0.50 % रक्कम विमा हप्ता अथवा किमान विमा हप्ता रु.226/- यापैकी जी जास्त असेल ती व रक्कम रु.25.00 पुढील रक्कमेच्या कामांसाठी निविदा रक्कमेच्या 1.00% इतकी रक्कम धनाकर्षाच्या स्वरूपात या कार्यालयास सादर केल्यास धनाकर्षाच्या तारखेपासून कंत्राटदाराच्या कामाची व कामगारांची जोखीम , विमापत्राच्या अटी व शर्तीनुसार उपरोक्त कार्यालयाकडून स्विकारली जाईल.
2. ज्या कंत्राटदारांना तातडीने विमापत्राची आवश्यकता असेल व रक्कम रु. 10 लाखापेक्षा जास्त निविदा रक्कम असेल त्यांना उपरोक्त कार्यालयाकडून त्वरीत विमापत्र देण्यात येईल.
3. जे कंत्राटदार कंत्राटी कामाचा विमा उपरोक्त कार्यालयाकडून घेणार नाहीत तसेच या कार्यालयास विमा पॉलिसी घेतल्याचा पुरावा सादर करणार नाहीत किंवा जे कंत्राटदार कार्यारंभ आदेश (work order) घेताना कंत्राटी कामाच्या 0.50 % / 1.00 %(र.रु.25.00 लक्ष पुढील कामांसाठी) रक्कमेचा धनाकर्ष (D.D.) देऊन विमापत्र घेणार नाहीत,अशा कंत्राटदाराच्या प्रथम देयकातून कंत्राटी कामाच्या निविदा रक्कमेच्या 0.50 % / 1.00 % रक्कम (र.रु.25.00 लक्ष पुढील कामांसाठी) विमाहप्ता अथवा किमान विमाहप्ता रक्कम रुपये 226/- यापैकी जी जास्त असेल ती वसूल करणेत येईल व विमापत्राच्या अटी व शर्तीनुसार उपरोक्त कार्यालयाकडून कार्यवाही करणेत येईल.

प्रतिज्ञापत्र

कंत्राटदारांनी विमा संचानालय, महाराष्ट्र राज्य गृहनिर्माण भवन 264 ,पहिला मजला , कलानगर , बांद्रा(पूर्व) मुंबई 400051 या कार्यालयाकडून कंत्राटाच्या संपुर्ण रक्कमेचा व कंत्राटाच्या पुर्ण कालावधीचा व कंत्राटी काम पुर्ण करण्यासाठी नियुक्त करण्यात येत असलेल्या सर्व कामगारांचा विमा कामगार नुकसान भरपाई विमापत्राखाली उपरोक्त तीन पध्दतीपैकी एका पध्दतीचा अवलंब करून अटी व शर्तीनुसार उतरविणे आवश्यक असलेचे माझ्या निदर्शनास आणून दिले आहे.

तरी संबंधित कंत्राटी काम व कामगारांचा विमापत्र उतरविणेबाबत उपरोक्त तीनही पध्दतीचे अवलोकन केले असता , कार्यारंभ आदेश घेतेवेळेस मी अथवा आमची एजन्सी कामाच्या निविदा रक्कमेच्या 0.50 % / 1.00 % रक्कम (र.रु.25.00 लक्ष पुढील कामांसाठी) विमाहप्ता अथवा किमान विमाहप्ता रक्कम रुपये 226/- यापैकी जी जास्त असेल ती धनाकर्ष स्वरूपात देऊ शकत नाही त्यामुळे पध्दत क्रं. 3 नुसारच कंत्राटी कामाच्या निविदा रक्कमेच्या 0.50 % / 1.00 % रक्कम (र.रु.25.00 लक्ष पुढील कामांसाठी) विमाहप्ता अथवा किमान विमाहप्ता रक्कम रुपये 226/- यापैकी जी जास्त असेल ती प्रथम देयकातून वसूल करणेत यावी .