- Name of work -
Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

Amount of Tender : Rs. 22,97,235/-
Earnest Money Deposit : Rs. 23,000/-
Name of work: Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

INDEX

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particular</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>From</td>
</tr>
<tr>
<td>1]</td>
<td>Brief tender notice</td>
<td>1</td>
</tr>
<tr>
<td>2]</td>
<td>Detailed tender notice</td>
<td>8</td>
</tr>
<tr>
<td>3]</td>
<td>Agreement form B-1</td>
<td>38</td>
</tr>
<tr>
<td>4]</td>
<td>Additional general condition &amp; specifications</td>
<td>93</td>
</tr>
<tr>
<td>5]</td>
<td>General specification for water proofing</td>
<td>143</td>
</tr>
<tr>
<td>7]</td>
<td>Price Variation clause</td>
<td>151</td>
</tr>
<tr>
<td>8]</td>
<td>Schedule – A</td>
<td>156</td>
</tr>
<tr>
<td>9]</td>
<td>Additional conditions for material brought by the contractor</td>
<td>157</td>
</tr>
<tr>
<td>13]</td>
<td>Quality assurance &amp; maintenance manual</td>
<td>164</td>
</tr>
<tr>
<td>10]</td>
<td>Work and site condition</td>
<td>165</td>
</tr>
<tr>
<td>11]</td>
<td>Schedule “B”</td>
<td>166</td>
</tr>
<tr>
<td>12]</td>
<td>Detailed Itemwise Specification</td>
<td>172</td>
</tr>
<tr>
<td>14]</td>
<td>Guarantee Bond for Water Proofing</td>
<td>178</td>
</tr>
<tr>
<td>16]</td>
<td>Declaration of contractor</td>
<td>182</td>
</tr>
<tr>
<td>17]</td>
<td>Drawing</td>
<td>183</td>
</tr>
</tbody>
</table>

Issued to ______________________

As per D.R./T.R.________________ Dated __/__/2015

Divisional Account Officer
To the Executive Engineer
Public Works Division,
Hingoli.
Name of work: Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

CERTIFICATE

Certified that, all up-to-date clauses along with amendments if any have been incorporated in the Tender Book for the above work. So far as received in this office are concerned.

Executive Engineer,
Public Works Division,
Hingoli

Name of work: Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

CERTIFICATE

Certified that, the estimate and the Plan on which the Tenders are based have been carefully examined and that changes are not called for.

Executive Engineer,
Public Works Division,
Hingoli
E-TENDER NOTICE NO. .......... /2014-15/INTERNAL NIT NO.

PUBLIC WORKS DEPARTMENT

TENDER NOTICE

Online Tenders (e-tender) in B-1 form for the following work are invited on behalf of Governor of Maharashtra by the Executive Engineer, Public Works Division, Hingoli Phone No. 02462 – 220612 E-mail Hingoli.ee@mahapwd.com on GoM Electronic Tender Management System. http://maharashtra.etenders.in

SYSTEM TENDER NO.  NIT NO.  Dated (1stcall)

Online Tender is invited for the following works upto at 17.30 hours

The details can be viewed and downloaded online directly from the GoM e-Tendering Portal http://maharashtra.etenders.in on sub Portal of Public Works Department http://pwd.maharashtra.etenders.in form At ________ At _____ hours (IST) onwards.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of work</th>
<th>Estimated cost in (Rs)</th>
<th>System Generated Tender</th>
<th>Time limit for completion (Months)</th>
<th>Earnest Money in (Rs)</th>
<th>Cost of Blank tender form (Rs)</th>
<th>Class Of Registration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
</tbody>
</table>

1. Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alarm System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor) 22,97,235/- 06 (Six) Calender Months including monsoon 23,000/-(to be paid online as prescribed or by way of EMD exemption certificate) 1000/-(to be paid online)

For more details on the tender and bidding process you may please visit the above Mentioned portal.

NOTE: 1) All eligible /interested contractors are mandated to get enrolled on e-Tendering portal (http://maharashtra.etenders.in)
2) To process the tenders online, to encrypt their bid and to sign the bid hashes, bidders are required to obtain DSC. For details bidders can contact Help Desk.
3) Contractors can contract Help Desk for any clarification of their doubts regarding the process of Electronic Tendering System. Help Desk at through Email ID support.gom@nextenders.com or Phone No. 02041466666.

Online viewing of Detailed Notice Inviting Tenders:
4) The contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all Live Tenders released by PWD on the home page of PWD e-Tendering portal on http://pwd.maharashtra.etenders.in under the section Recent Online Tender.
5) Right for any amendment in the Terms & condition of Tender and the right to reject any or all offers without assigning any reason thereof is reserved with Competent Authority.

Executive Engineer,
Public Works Division Hingoli
DETAILED OF WORK

Name of work
Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

Estimated Cost Put to Tender
Rs. 22,97,235/-

Earnest Money Deposit (EMD)
Rs.23,000/- (to be paid online as prescribed or by way of EMD exemption certificate)

Security Deposit
Rs.92,000/-

Cost of Tender Form
Rs. 1000/- (to be paid online as prescribed)

Period for Downloading Tended forms
Refer Online schedule on portal
http://maharashtra.etenders.in or sub portal of Public Works Department
http://pwd.maharashtra.etenders.in

Last date and time for submitting pre-bid queries online.
Refer Online schedule on portal
http://maharashtra.etenders.in or sub portal of Public Works Department
http://pwd.maharashtra.etenders.in

Date and time up to which Replies to the pre bid Queries will be given online.
Refer Online schedule on portal
http://maharashtra.etenders.in or sub portal of Public Works Department
http://pwd.maharashtra.etenders.in

Date and time for on line bid preparation.
Refer Online schedule on portal
http://maharashtra.etenders.in or sub portal of Public Works Department
http://pwd.maharashtra.etenders.in

Date and time for on line super Hash Generation and Bid Lock.
Refer Online schedule on portal
http://maharashtra.etenders.in or sub portal of Public Works Department
http://pwd.maharashtra.etenders.in

Control Transfer of Bid.
Refer Online schedule on portal
http://maharashtra.etenders.in or sub portal of Public Works Department
http://pwd.maharashtra.etenders.in

Place, time and date of opening Technical Bid.
On dated __________ up to 15.01 to 15.00 hrs. in the office of The Executive Engineer Public Works Division, Hingoli.

Place, time & date of opening of Financial Bid.
On dated __________ up to 15.01 to 15.00 hrs. in the office of The Executive Engineer Public Works Division, Hingoli.

Registration Class of Contractor
Class- V(A) and above.

Note - Above Schedule is subjective & to be verified by the Tenderer himself on web site. Tender Schedule Flashed on Web-Site (System Generate Schedule) is final & binding to all Tenderers
Government of Maharashtra  
PUBLIC WORKS DEPARTMENT  
INVITATION FOR TENDERS.  
DETAILED TENDER NOTICE

1. TENDER SCHEDULE
Online percentage rate tenders in ‘B-1’ Form are invited by the Executive Engineer, Public Works Division, Hingoli for the following work from Contractors registered in appropriate class of the Public Works Department of Maharashtra state. The Name of Work, Estimated Cost, Earnest Money, Security Deposit, Time limit for completion etc. are as under

<table>
<thead>
<tr>
<th>Name of Work:-</th>
<th>Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting &amp; fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery &amp; Wooden floor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost Put to Tender :-</td>
<td>Rs. 22,97,235/-</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs.23,000/- (to be paid online as prescribed or by way of EMD exemption certificate)</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>Rs.92,000/-</td>
</tr>
<tr>
<td>Cost of Tender Form</td>
<td>Rs. 1000/- (to be paid online as prescribed)</td>
</tr>
<tr>
<td>Period for Downloading Tender Forms</td>
<td>Refer Online schedule on portal <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a> or sub portal of Public Works Department <a href="http://pwd.maharashtra.etenders.in">http://pwd.maharashtra.etenders.in</a></td>
</tr>
<tr>
<td>Date &amp; time for on line bid preparation</td>
<td>Refer Online schedule on portal <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a> or sub portal of Public Works Department <a href="http://pwd.maharashtra.etenders.in">http://pwd.maharashtra.etenders.in</a></td>
</tr>
<tr>
<td>Date &amp; time for on line Super Hash Generation &amp; Bid Lock</td>
<td>Refer Online schedule on portal <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a> or sub portal of Public Works Department <a href="http://pwd.maharashtra.etenders.in">http://pwd.maharashtra.etenders.in</a></td>
</tr>
<tr>
<td>Control Transfer of Bid</td>
<td>Refer Online schedule on portal <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a> or sub portal of Public Works Department <a href="http://pwd.maharashtra.etenders.in">http://pwd.maharashtra.etenders.in</a></td>
</tr>
<tr>
<td>Place , time &amp; date of opening of Technical Bid.</td>
<td>On dated / 2014 time 17.31 to /2014 time 15.00 office of the Executive Engineer, Public Works Division, Hingoli</td>
</tr>
<tr>
<td>Place, Time &amp; Date of opening of Financial Bid</td>
<td>On dated / 2014 time 15.01 to /2014 time 17.30 office of the Executive Engineer, Public Works Division, Hingoli</td>
</tr>
<tr>
<td>Registration class of Contractor</td>
<td>Class-V(A) and above.</td>
</tr>
</tbody>
</table>

Note - Above Schedule is subjective & to be verified by the Tenderer himself on web site. Tender Schedule Flashed on Web-Site (System Generate Schedule) is final & binding to all Tenderers
2. Guidelines to Bidders on the operations of Electronic Tendering Management System [ETMS] of Public Works Department, http://pwd.maharashtra.etenders.in

2(A) Pre-requisites to participate in the Tenders processed by PWD.

(i) Enrolment and Empanelment on [ETMS]:-

(a) Enrolment on [ETMS]:-

I. The Contractors interested in participating in the Tenders of Public Works Department – processed using the ETMS will have to be Enrolled on the ETMS and have obtained User ID.

II. After submission of application for Enrolment on the System, the Authorized Representative of the Service Provider will verify the information provided and will approve the Enrolment if the information is found to be complete and in order.

(b) Empanelment on [ETMS]:-

I. For participating in Limited and Restricted tenders the registered vendors have to apply for Empanelment on the sub-portal of PWD in an appropriate class of registration.

II. After submission of application for Empanelment on the System, the respective officer from the PWD will verify the information provided and will approve the Empanelment if the information is found to be complete and in order.

III. Only Empanelled Contractors with PWD will be allowed to participate in this tender.

(c) For any assistance on the use of ETMS

I. The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section E- Tendering Toolkit for Bidders on the Home Page of the ETMS.
II. The Users may call the below numbers:

- Landline No. - 020  – 2531 5555 / 56
- Landline No. - 022  – 2661 1117 (Ext 25 / 26)
- Mobile No.  - 91679 6960 / 04 / 14

(ii). Obtaining a Digital Signature Certificate (DSC):

a. Intending Tenderers should have valid class II/ III Digital Signature Certificate (DSC) obtained from an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a DSC.

b. In case of requirement of DSC, Intending Tenderers should go to http://maharashtra.etenders.in/mah/DigitalCerti.asp and follow the procedure mentioned in the document Procedure for application of DSC.

c. The DSC (Class – II or Class – III) is used to encrypt the data/information and electronically sign the hash value during the Bid preparation and Hash Submission stage.

d. The DSC is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

e. In case during the process of preparing and submitting a bid for a particular Tender, the contractor loses his/her DSC (i.e. due to virus attack, hardware problem, operating system problem, etc.), he/she may not be able to submit the Bid online and the Department will not be responsible for that.

f. Hence, the Users are advised to store his/her DSC securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

g. In case of online tendering, if the DSC issued to an Authorized user of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The
Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner/partners of the firm (and in case the applicant is a partner, all other partners if the same form shall authorize himself for DSC) to use the DSC as per Indian Information Technology Act, 2000. Unless the DSC is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000.

h. Unless the DSC of this Authorized User will be binding on the Firm. It Shall be the responsibility of Partners of the Firm to inform the Certifying Authority or sub Certifying Authority, if the Authorized User changes, and apply for a fresh DSC. The procedure for application of a DSC will remain the same for the new Authorized User.

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

j. For Information on the process of application for obtaining DSC, the Contractors may visit the section DSC on the Home Page of the ETMS.

(iii) Recommended Hardware and Internet Connectivity: 

a. Intending Tenderers should install the Mandatory Components available on the Home Page of http://maharashtra.etenders.in under the section Mandatory Components and make the necessary Browser Settings provided under section ‘Internet Explorer Settings’

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

(iv) Set up of Computer System for executing the operations on the ETMS.
a. To operate on the ETMS of GoM, the Computer System of the Contractors is required to be set up. The contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

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

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

2(B) Steps to be followed by Contractors to Participate in the E-Tenders Processed by PWD.

(i) Preparation of Online Briefcase :-

   a. All Contractors enrolled on the ETMS of GoM are provided with dedicated briefcase facility to store documents/files in digital format.

   b. The Contractors can use the online briefcase to store their scanned copies of frequently used documents/files to be submitted as a part of their bid response.

   c. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

   d. In Case, the Contractors have multiple documents under the same type (e.g. multiple work Completion Certificates) as mentioned above, the Contractors advised to either create a single [*.pdf] file of all the documents of same type or compress the documents in a single compressed file in [*.zip] or [*.rar] formats and upload the same.
e. It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the scanned copies of original documents ready in their briefcase to ensure timely bid preparation. However he shall attach only required documents.

f. Uploading of documents in the briefcase does not mean that the documents are available to PWD at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Reencryption stage.

2 (i) Download and Purchase of Tender Documents :-

Tender Document available for downloading from the e-tendering portal of PWD, GoM i.e. http://pwd.maharashtra.etenders.in. However to participate in online tender, the bidder must purchase the Tender Documents via online mode paying the cost of Tender Fees as mentioned in the Tender Notice. Additional information regarding the work not mentioned in the Tender Document can be obtained from the office of the Executive Engineer P. W. D. Hingoli during office hours.

(ii) Intending Tenderers are strictly advised to follow the Dates and Times allocated to each stage under the column “Vendor Stage [Contractor stage]” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities or Transaction can be take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule. At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

(v) Payment for Service Provider Fees (SPF):-

The contractors will have to pay Service Providers Fees (SPF) of Rs. 1,038/- through online payments gateway service available on ETMS. The list of options for making online payments is available on the link E-Payment Options under the section E-Tendering Toolkit for Intending Tenderers on the Home Page of the ETMS. The details of SPF will be confirmed during the Technical Opening stage. ie Envelope No. 1

It shall be noted that the SPF is in Addition to the Tender Fees.
(3) Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS, NEFT or payment gateway.

For EMD payment, if bidder uses NEFT or RTGS then system will generate a challan (in two copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder’s bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

Note:

* Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.

* NEFT/RTGS option will be depend on the amount of EMD.

* Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.

3 EXAMINATION OF DRAWING AND SITE CONDITIONS:

(3.1) The tenderer shall in his own interest carefully examine the drawings, conditions of contract specifications etc.

(3.2) He shall also inspect the site and acquaint himself about the climate, physical and all other conditions prevailing at site, the nature, magnitude, special features, practicability of the works, all existing and required means of communications and accesses to site, availability of housing and other facilities, the availability of labour, materials, Power & Water, space for labour’s camp, plant, stores and Godown etc.

(3.3) He shall obtain all necessary information as to the risk, contingencies and other circumstances, which may affect and influence the tender.
(3.4) Should there be any discrepancy or doubt or obscurity as to meaning of any of the tender document or as to the instructions to be observed by him, he shall set forth in writing such discrepancies, doubts obscurity and submit the same to the **Executive Engineer, Public Works Division, Hingoli** for elucidation as soon as possible.

(3.5) No claims on any of the above or any other factors will be entertained by the Government.

4. **EARNEST MONEY DEPOSIT (EMD):**

   (4.1) Earnest Money Deposit (EMD.) which should be paid online using NEFT/RTGS or payment gateway mode as prescribed amendment.

   (4.2) The Tenderer who is exempted from EMD shall select EMD Exempted option under registration category. In that case Scanned copy of valid EMD Exemption Certificate should be uploaded online in Envelope No1.

   (4.3) Earnest Money in any other form or cash or cheques will not be accepted.

   (4.4) Any tender not accompanied by the EMD or valid EMD Exemption Certificate shall be rejected as non-responsive.

   (4.5) The amount of EMD will be forfeited, in case a 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, EMD will be refunded to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number by Concerned Divisional Office.

   (4.6) In case of Joint Venture, Earnest money Exemption certificate in individual capacity will not be accepted. Earnest money shall be be paid via online using NEFT/RTGS or payment gateway mode.
5) Terms and Conditions & Procedure For Online-Payments

(5.1) The Terms and Conditions contained herein shall apply to any person (“User”) using the services of PWD Maharashtra, hereinafter referred to as “Merchant”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“Service”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through PWD Maharashtra website i.e. http://pwd.maharashtra.etenders.in. Each User is therefore deemed to have read and accepted these Terms and Conditions.

(5.2) Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

(5.3) This Privacy Policy describes Merchant’s treatment of personally identifiable information that Merchant collects when the User is on the Merchant’s website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant’s website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

(a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
(b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
(c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
(d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

(5.4) General Terms and Conditions For E-Payment

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

(v) The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

(vi) Refund For Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

(vii) In these Terms and Conditions, the term “Charge Back” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

(viii) **Refund for fraudulent/duplicate transaction(s):** The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent
individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

(ix) Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider’s webpage, that is linked to the Website, is experiencing any server related issues like ‘slow down’ or ‘failure’ or ‘session timeout’, the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

(x) In case the Bank Account appears to be debited, ensure that he/she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

(xi) ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

(xii) However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

(5.5) Limitation of Liability

(i) Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/she shall be solely responsible for his/her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

(ii) Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message.
Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

(iii) The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

(a) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or

(b) any interruption or errors in the operation of the Payment Gateway.

(iv) The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

(5.6) Miscellaneous Conditions:

(i) Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

(ii) The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse,
hacking, theft and/or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

(iii) Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/through it will not result in theft and/or unauthorized use of data over the Internet.

(iv) The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

(v) The User may be required to create his/her own User ID and Password in order to register and/or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

(a) Choose a new password, whenever required for security reasons.
(b) Keep his/her User ID & Password strictly confidential.
(c) Be responsible for any transactions made by User under such User ID and Password.

(vi) The User is hereby informed that Merchant will never ask the User for the User’s password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User’s personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.
(5.7) Debit/Credit Card, Bank Account Details

(i) The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

(ii) The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

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

(5.8) Personal Information

(i) The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

(ii) The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to
Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

(iii) In addition to the information already in the possession of Merchant and/or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant’s information privacy policy and to our continued use of previously collected information. By submitting the User’s personal information to us, the User will be treated as having given his/her permission for the processing of the User’s personal data as set out herein.

(iv) The User acknowledges and agrees that his/her information will be managed in accordance with the laws for the time in force.

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

6. Manner of Submission :
6.1 Uploading of Formats, Templates and Tender Documents:
(a) The Intending Tenderer shall prepare the Bids in the Templates provided online as part of tender. The Templates shall be either Documents based (in which the Intending Tenderer is required to attach the relevant documents separately) or Forms Based (in which the Intending Tenderer is required to fill in the information in given Formats).

(b) The required Documents (single document or a compressed file containing multiple document having size of each document not more than 5 MB) available in Brief Case shall be attached against each up loadable option in the Document Based Templates.
(c) The Information being filled in the Form Based Templates shall be encrypted using a valid class II / III DSC.

(d) The Formats/ Templates shall be uploaded in Envelope No.1 (Technical Bid) on the sub- Portal http://pwdmaharashtra.etender.in

1. Earnest Money should be paid online as prescribed , or upload **Scanned Copy of Original** valid certificate of exemption from payment of Earnest Money, if applicable

2. Scanned Copy of Certificate of Registered Contractor with the Public Works Department, GoM in appropriate class as may be applicable

3. **Scanned Copy** of AFFIDAVIT regarding correctness of uploaded Documents in the given format (**The Original Copy of the Bond of the above affidavit should be submitted before award of work to Concerned Division Office**)

4. **Scanned copy** of Details of the works tendered for and in hand with the value of the work unfinished on the last date of submission of tender (in Statement No. 1, on page No. 32). The Statement from the Head of the Officer under whom the works are in progress should be uploaded

5. **Scanned copy** of the list of owned machinery and Plants immediately available with the tenderer for use on this work and the list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed to be procured. (In Statement No. 2 and 2(A) on page No. 34 and 35 respectively.)

(a) The Intending Tenderer must have the required machinery for use on the work for which he has tendered for and that having regards to the commitments which he has already made on the date of submission of the tender, he shall be in a position to deploy the machinery on the tendered work within the reasonable time. If the required machinery as mentioned in
Statement No.2 (a) is owned by the Intending Tenderer contractor, he should upload the documentary proof of ownership to the satisfaction of opening authority.

(b) In case **Intending Tenderer** does not own machinery but intends to hire it, from another agency he should submit the necessary documents showing that he has entered into legal agreement with another agency for supplying the required plant and machinery to the contractor in a reasonable time after award of the work.

(c) If the **Intending Tenderer** intends to purchase the machinery from Manufacturer / Authorized Supplier, he should submit / upload the scanned copy of firm order placed by him with the manufacturer / Authorized supplier and copy of firmed commitment from Manufacturer / Authorized Supplier for supply of machinery within a reasonable time after award of the work.

6. **Scanned copy** of the list of the details of work of similar type and magnitude carried out by the contractor during last three years **(in Statement No. 3, Page No. 36)**

7. **Scanned copy of list of** details of Technical personnel on the rolls of the tenderers. **(in the Statement No. 4 on Page No. 37)**

8. **Scanned copy** Partnership Deed and Power of Attorney, in case of a firm tendering for work.

9. **Scanned copy** of Valid Professional Tax Registration Certificate in the Form of PTR / PTE under Section (I) of Section 5 of Maharashtra State Tax in Profession, Trade calling and Employment Act, 1975 Rule 3(2) for Employees including technical personnel from the Professional Tax Office of the concerned district of Maharashtra.

10. **Scanned copy of** Registration Certificate under Maharashtra Value Added Tax Act 2005 under Rule No. 8 & 9/ or TIN number issued by competent authority.

**Note – 1** All uploaded scanned copies of the necessary certificates shall be legible. Non readable uploaded scanned copies shall not be considered.
Note -2 - All statements / forms shall be filled in and signed properly and correctly. If these forms / statements found incomplete or wrongly filled the Envelope No. 2 (Financial bid) will not be opened.

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

- Misleading or False representation in the form, statements and attachments submitted in proof of the qualification requirements and/or

- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history of financial failure etc.

Note:- The downloaded Tender Document along with detailed set of conditions issued / additional stipulations (C.S.D.) shall be signed by the Intending Tenderer (In the event of Tender being submitted by Firm, it must be signed by the Nominated partner or person holding power of attorney to sign the bid) submit the same to Division Office before award of work.

(e) Envelope No. 2 Tender (Financial Bid)

(f) The Intending Tenderer must quote his offer in form of percentage of Estimated Rates only at the appropriate place provided online.

(6.2) ONLINE Submission:-

(i) Submission of online Tender Documents {uploading of Formats & Templates} (in Envelope No.1) and Tender Documents (in Envelope No 2)} shall be followed by Digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates)

(ii) Then the Intending Tenderer is required to enter the date and encrypt the data using the DSC.

(iii) The Hashes are the Thumbprint of electronic Data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
(iv) The Bid hash values are digitally signed using valid Class – II or Class – III DSC issued any Certifying Authority.

(v) After the hash value of bid data is generated, the intending Tenderer cannot make any change / additions in his bid data.

Note -

(a) As the tenders are being processed on the Electronic Tender Management System on Government of Maharashtra, all the provisions of Indian Information Technology Act – 2000 (re-enacted) is applicable & binding to all Intending Tenderer, So It is presumed that the contractor gone carefully through the whole tender document Before using his DSC for quoting Offer.

(b) The Contractor upload a single document or a compressed file containing documents against each upload able option.

(c) The Hashes are the thumbprint data of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.

(d) The Bid Hash values are digitally signed using valid – Class II or Class III DSC issued any Certifying Authority. The Contractors are required to obtain DSC in advance

(e) After the hash value of bid data is generated, the intending Tenderer cannot make any change / additions in his bid data

(f) The Step by step procedure as per system requirement must be followed.

7. Dead line for Submission of Tender

The Engineer-in-Charge may at his discretion extend the deadline for submission of tender by issuing an addendum in which case, all rights and obligations of the Government and Tenderers previously subjected to the original dead line shall therefore be subjected to new deadline as extended.

8. Close for bidding (Generation of Super Hash Values) :

After the expiry of the cut off time of Bid Preparation and Hash Submission stage to be completed by the Intending Tenderer has
lapsed, the Tender will be closed by the Tender Authority. The Step by step procedure as per system requirement must be followed.

The Tender Authority from PWD shall generate and digitally signed the Super Hash values (Seals).

9. Decryption and Re-encryption of Bids (Submitting the Bids online) :-

The Intending Tenderers are expected to get themselves fully conversant with the GoM E-Tender System and latest changes therein. However brief details about E-Tender System, its requirements, necessary procedure regarding purchase of Tender Forms, downloading of Tender Forms, Submission of Tender Documents, quoting offer etc, has been mentioned below;

(9.1) After the time for generation of Super Hash values by the Tender Authority from PWD has lapsed, and after making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their DSC and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

(9.2) At this time, the Intending Tenderer are also required to upload the files for which they generated the Hash Values during the Bid Preparation and Hash Submission stage.

(9.3) The Bid Data and Documents of only those Intending Tenderer who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase.

(9.4) A Intending Tenderer who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt/ re-encrypt the Bid Data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids Online)

(9.5) The Step by step procedure as per system requirement must be followed.
10. Receipt of Tender After Deadline

The Tenderer will have to carry out their respective tasks within the deadline defined in the Tender Schedule.

11. Department will not be responsible, For non Enrolment and non Empanelment of ETMS, non submitting / uploading tender online due to failure of internet services, or power supply or any other unforeseen or foreseen reasons/causes what-so-ever. No claims on any of the above or any other factors in the regards will not be entertained.

12. Opening of Technical Bid (Envelope No. 1)

(12.1) Tenders will be opened as per the Tender Schedule, in the presence of such intending Tenderers or his/ their authorized representatives who may be present at that time.

(13.2) Tender will be opened as per the Tender Schedule.

(a) All tenders are to be received on-line so Tender opening Authority not able to know who have submitted tender. Therefore it is not possible to communicate the date and time of Tender opening to Tenderer. Hence it is responsibility of Tenderer remain keep to touch with concerned office to know the date and time of Tender opening to present for Tender Opening. Therefore all Tender opening procedure will be done in the presence of such tenderer who may wish to be present or their representatives. No claim or any grievances will be entertain what-so-ever by the Tender Opening authority in this regards.

(b) The Tendering Authority will first open the Envelope – I documents of all intending Tenderer and after scrutinizing these documents will shortlist the intending Tenderer who are eligible for Financial Bidding process. The shortlisted Tenderers will be intimated by e-mail.

(c) The Contents in Envelope No. 1 will be verified by the Tender opening authority to check their validity as per requirements. If any particular document of any tender is either missing or does not meet the requirements as specified above then a above to that effect will be recorded by the tender opening authority at the time of short listing of Envelope – 1.
13. Opening of Financial Bid (Envelope No. 2)

(13.1) The Envelope No. 2 of the tenderer whose Envelope No. 1 does not contain the specified documents or any of the specified document is missing or do not satisfy the requirements, such tenders will be rejected. The Envelope No. 2 of such tender shall not be opened and a note to that effect will be made online at the time of short listing of Envelope -1

(13.2) After the analysis and scrutiny of documents and evaluation with respect to Departmental Requirement is over, the tender opening authority shall intimate the date and time of opening of Envelope No. 2 to the Eligible Tenderers. The Envelope No. 2 shall be opened as per tender schedule.

(13.3) The Envelope No. 2 of Eligible Tenderers shall be opened serially. The percentage above or below over the estimated cost put to tender by the Department quoted by each Eligible Tenderers shall then be read out by tender opening authority and shall be reflected online for information of those present / participated.

14. Tender Liable for Rejection.

Tender is liable for outright rejection if on opening it is found that –

(a) The Tenderer has not strictly followed the procedure laid down for submission of tender.

(b) If the tender is CONDITIONAL

(c) If the Tenderer has quoted his offer anywhere else other than specified place provided.

(d) The Tenderer has not uploaded the documents or Failed to fill the templates as stated

(e) Any Corrections, modifications, additions, omission or any type of changes in main tender document or CSD is not permissible and if it is found at any stage the tender shall be rejected by forfeiting the Security Deposit.

15. The Contractor will have to sign the tender papers and the drawings C.S.D. according to which the work is to be carried out. He shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labour and materials and
that he has quoted his rates with due consideration to all these factors and same submit to Concerned Division office before award of work.

16. The acceptance of the tender may be intimated to the Contractor telegraphically or otherwise (even may be by e-mail) and either by the Officer competent to accept the tender or any authority in the department including 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.

17. SECURITY DEPOSIT :-

(17.1) The Total Security Deposit to be paid shall be 4 % (Four Percent) of amount put to tender.

(17.2) The Successful tenderer shall have to pay, half of the Security Deposit preferably in the form of National Saving Certificate or in the form of Bank Guarantee (in the form as prescribed by Govt.) from any Scheduled Bank in favour of Executive Engineer, Public Works Division, Hingoli within 10 days of acceptance of tender, and the balance security deposit will be recovered from running account bills at the percentage as shown in item (d) of the memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

(17.3) The Security Deposit for the due performance of the contract shall be as detailed in the tender documents elsewhere. Fifty percent of the Security deposit will have to deposited within ten days of the acceptance of the tender and the Balance Security Deposit will be recovered from the Running Bills at the rates as specified in the tender form on the cost of work as per CSR prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be 4% (Four Percent) of the cost of work worked out as per D.S.R. 2014-15 of respective District.

(17.4) Initial Security Deposit may be in Bank Guarantee form in format on page no. 180 to 181 of Tender document for full period of completion of
work and it should be extendable up to expiry of valid extension if any, as directed by Engineer-in-charge.

(17.5) In the event of the tenderer to pay cash security deposit within 10 days (unless extended in writing by the Executive Engineer,) from the date of receipt of notice (sent by Registered Post) of acceptance of his tender, the amount of EMD shall be forfeited to Government and the acceptance of his tender, shall be considered 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 Envelope No. 2 (financial bid). The tenderer shall have the option (to be intimated in writing 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 remain open for acceptance for 120 days from the date fixed for opening of envelope No.2 (financial bid) and thereafter until it is withdrawn by the tenderer by notice in writing as per condition No2 of the Memorandum on 38 to 40

18. Income Tax :-

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

19. VAT Tax :-

VAT Tax @ 2.00 % shall be deducted from the contractor's bill amount who are registered under Maharashtra Value added Tax Act. 2005 and 5.00 % shall be deducted from the contractor’s bill amount those who are not registered under Maharashtra Value added Tax Act. 2005.

20 Insurance:-

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

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

22. The contractor whose tender is accepted is required to note that no foreign exchange will be released by the Department.

23. The e-notice-inviting tender and shall form part of the tender agreement.

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

I .................................. age ........ years ....... is resident of .................................................. do hereby Solemnly stated on oath that, I am the sole Proprietor / Owner / Power of Attorney Holder of the firm / Company ..................................................,

That I have submitted on line Tender for the work ........... (Name of work) ..... on sub portal http://pwd.maharashtra.etenders.in of P.W.D,

That have carefully gone through, read, thoroughly studied and understood all terms & condition, specification included in the tender document (Tender Form, Detail Tender Notice, conditions and specifications common set of Deviations drawings etc.) I hereby accept all theses conditions, I agree to abide by the terms & condition in the tender document and agree to execute the work a per terms and conditions, specifications laid down in the tender document.

I do here by state on oath that the documents uploaded by in Envelope No. 1 of this tender are true, correct and bonafied, There are no errors and omissions in the uploaded documents.

In case in future, if it is found that, any of the uploaded document /information is false / wrong I will be personally responsible for the same and I will be liable for legal action against me.

(Name address and signature of Tenderer)

[ The Scanned copy should be uploaded in Envelope No. 1 And The Original Copy of the Bond of the above affidavit should be submitted before award of work to Concerned Division Office )
Statement No. I

Statement of List of Works in Hand and works Tendered for as on Last date of submission of Submission this tender

Name of Contractor: ________________________________________________________________

(A) Works in Hand

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Name of Work</th>
<th>Agreement No.</th>
<th>Tendered Amount</th>
<th>Date of commencement</th>
<th>Stipulated date of Completion</th>
<th>Value of Work already done</th>
<th>Value of balance Work to be executed in next 12 months.</th>
<th>Value of balance Work</th>
<th>Probable Date of Completion</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

--------- Sample Form ---------

(B) Works Tendered For

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Name of Work</th>
<th>Name and address of client</th>
<th>Tendered Amount</th>
<th>Time Limit</th>
<th>Probable Date when decision is expected</th>
<th>Other relevant details if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

--------- Sample Form ---------

Note: Details are to be uploaded in this format in envelope -1 duly signed.

Signature of Contractor

Executive Engineer
Statement No. II
Details of Plants and machinery immediately owned and available with the tendered for this work

Name of Contractor: ______________________________________________

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Equipment</th>
<th>No. Of Units</th>
<th>Kind and Make</th>
<th>Capacity</th>
<th>Age &amp; Condition</th>
<th>Present Location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

---------- Sample Form ----------

Signature of Contractor

*Note: Details are to be uploaded in this format in envelope -1 duly signed.*
STATEMENT NO. 2 [A]
(To be included in envelope No.1)

(A) QUESTIONNAIRES OF MACHINERY: -
Proforma for information regarding availability / Procurement of machinery required for this work. ( Owned / Hired)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars of Machinery</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

------------------------------------------------- NILL ------------------------------------------------

Question – 1

Is the above machinery owned by you and available with you for immediate deployment of this work?

If ‘yes’ please attach the documentary proof of ownership of above machinery & information in this sample form.

---------- sample form ----------

**Type of machine** | **No. of Units** | **Names of work on which deployed at present** | **Lactation** | **Out put in tones of mix per day** | **Works in Hand**

---------- QUESTION – 2 : ----------

If answer to question – 1 is ‘No’ please state how this machinery will be procured by You?

**Whether by –**

a) Taking on hire from another company?
b) Purchase from manufacturer / Authorized Supplier?
If answer to ‘a’ is ‘yes’ please attach Original agreement on appropriate stamp paper executed for hire with the company two possesses the said machinery and upload the information as in Question No.1 above, in respect of said company.

**If answer to ‘b’ is ‘yes’ please attach .**

i) Copy of firm order placed with manufacturers along with receipt of advance payment made to the manufacturer.

ii) Firm acceptance of order from manufacturer giving dates of firm delivery.

**QUESTION – 3**

If answer to ‘a’ and ‘b’ is ‘No’ please give details how machinery will be made available for use on this work.

**Note – 1 :** The contractor must produce RTO’s R.C. book in proof of ownership of machinery belonging to him or with the agency with whom the legal agreement is executed.

Signature of Bidder.
Statement No. III
Details of Works of Similar Type and magnitude carried out by the Contractor last Three Years

Name of Tenderer :

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>Name and address of organization for whom the work was done</th>
<th>Place and Country</th>
<th>Agreement No. and Date</th>
<th>Date of commencement</th>
<th>Tendered cost</th>
<th>Total cost of work done</th>
<th>Date of completion</th>
<th>Remarks (Principal feature as in brief)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

--------- Sample Form ---------

Note: Details are to be uploaded in this format in envelope -1 duly signed.
Statement No. IV
Statement showing Technical Personnel available with the contractor, which can be spared exclusively for this work.

Name of Contractor: ____________________________________________________________

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Person</th>
<th>Qualification</th>
<th>Whether working in field of office</th>
<th>Experience of execution of similar works</th>
<th>Period for which person is working with the tenderer</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

--------- Sample Form ---------

Signature of Contractor

*Note: Details are to be uploaded in this format in envelope -1 duly signed.*
FORM B-1

PRECENTAGE RATE TENDER AND CONTRACT FOR WORK

DEPARTMENT : P.W.DEPARTMENT
REGION : P.W.REGION, AURANGABAD.
CIRCLE : P.W. CIRCLE, HINGOLI.
DIVISION : P.W. DIVISION HINGOLI

NAME OF WORK : Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

GENERAL RULES AND DIRECTION FOR THE GUIDANCE OF CONTRACTORS.

1. All works proposed to be executed by contract shall be notified in a form of invitation to render pasted on a board hung up in the office of the Executive Engineer, P.W. Division Hingoli and signed by the Executive Engineer P.W. Division Hingoli. 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 the security deposit to be deposited by the successful tenderer and the percentage, if any, to deducted from bill. Copies of the specification, designs and drawings estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each partner thereof, and in the event of the absence of any partner, it shall he signed on his behalf by a person holding a power of attorney authorising him to do so.
2(A) i The contractor shall pay along with the tender the sum of Rs. 23,000/- (Rupees Twenty Three Thousand Only) as and by way of earnest money by forwarding along with the tender, a Treasury Challan / Term Deposit Receipt valid for a period of one year drawn on any scheduled Bank for the like amount in favour of the Executive Engineer, or valid certificate of exemption with bond for payment of earnest money from any division of the P.W. Department working under control of Govt. of Maharashtra duly attested by a Gazetted officer.

ii) In the event of his tender being accepted subject to the provisions of sub clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him, under 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, or in law, government shall be entitled to forfeit the full amount of the earnest money deposited by him.

iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor, shall unless it is prior thereto forfeited under the provision of sub-clause(iii) above, be refunded to him on his passing receipt therefore.

3 Receipts for payments made on account of any work, when executed by a firm shall 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 the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill-up the usual printed form stating at what percentage above or below the rates specified in scheduled ‘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/Schedule rates shall be named. Tenders which proposed any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. No printed from 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 number of the work to which the refer, written outside the envelope.

5. The Executive Engineer, Public Works Division, Hingoli or his duly authorized Assistant shall open tender in the presence of contractors who have submitted tender or their representative 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 the event of tender being rejected, the Divisional Officer shall authorize the Treasury Officer/Bank concerned to refund the amount of the earnest money deposited, to the concerned to making the tender, on his giving a receipt for the return of the money.

6. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.

7. No receipt for any payment, alleged to have been made by a contractor in regard to any matter relating to this tender or the contract, shall be valid and binding on Government unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and complete 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 complete he shall request the said office to have this done before he completes and delivers this tender.

9. All work shall be measured net by standard measure and according to the rules and customs of the Public Works department and without reference to any local custom.

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

11. Every registered contractor should produce along with tender certificates of registration as approved contractor in the appropriated class and renewal of such registration with date expiry. (Copies to attested by a Gazetted Officers.)

12. All correction and additions or pasted slips should be initialed.

13. The measurements of work will be taken according to the usual methods in use in the Public Works Department and no alternative methods will be accepted. The Executive Engineer’s decision as to what is “the usual method in use in the Public Works Department” will be final.

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

15. 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.
16. The contractor will have to construct shed / godown for storing controlled and valuable materials brought by him at work site at contractor's cost. The material will be taken for use in the presence of case on the date of the submitting the tender (With certificate from the head of the office concerned.)

17. 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. II & 2 A on page No. 34 & 35 respectively.

18. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970 before starting work, failing which acceptance of the tenderer will be liable for withdrawal and earnest money will be forfeited to Government.

19. The contractor shall comply with the provision of the Apprentices Act. 1961 and the rules and orders issued there under from time to time. If he fails to do so his failure will be breach of the contract. 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

I / we hereby tender for the execution for the Governor of Maharashtra (here-in-before and hereinafter referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at the rate quoted by me at specified place provided online in envelope No. (E-2) percent below/above the estimated rates entered in Schedule –B (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule `A' hereto.
## MEMORANDUM

<table>
<thead>
<tr>
<th>a)</th>
<th>If several Sub-works are included they should be detailed in a separate list.</th>
<th>1. a)</th>
<th>General Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting &amp; fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery &amp; Wooden floor)</td>
</tr>
<tr>
<td>c)</td>
<td>The amount of earnest money to be deposited shall be in accordance with the provisions of para 206 &amp; 207 of the M.P.W. Manual</td>
<td>(b)</td>
<td>Estimated Cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rs. 22,97,235/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c)</td>
<td>Earnest Money</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rs. 23,000/-</td>
</tr>
<tr>
<td>d)</td>
<td>This deposit shall be in accordance with paras 213 to 214 of MPW manual</td>
<td>(d)</td>
<td>Security Deposit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i)</td>
<td>Cash (Not less than the amount or earnest money)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rs. 46,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii)</td>
<td>To be deducted from current bills</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rs. 46,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total Rs.</strong> 92,000/-</td>
</tr>
<tr>
<td>e)</td>
<td>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 I of conditions of contract.</td>
<td>(e)</td>
<td>Percentage, if any to be deducted from bills so as to make up the total amount required as security deposit by the time, the half the work as measured by the cost, is done</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4 (Four) percent</td>
</tr>
<tr>
<td>f)</td>
<td>Give Schedule where necessary showing dates by which the various items are to be completed</td>
<td>(f)</td>
<td>Time allowed for the from date of written order to commence is of <strong>06 (six Months)</strong> (Including Monsoon season)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2) I/we agree that this offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the “same” means envelope no. 2 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 A.D. or otherwise delivered at the office of such authority, Treasury Bank Challan No. dated / / / Term Deposit Receipt, in respect of sum of Rs. __________________________ (________________________ __________________________) representing the earnest money is herewith forwarded. 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 stipulation to keep the offer open for the period mentioned above or (ii) Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified item (d) of the memorandum of 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 part thereof has been forfeited as aforesaid.

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

4) Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms, and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof to forfeit and pay to Govt. the sums of money mentioned in the said conditions.
The above tender is hereby accepted by me for and on behalf of the Governor of Maharashtra.

Signature of Contractor: Contractor........................................... Address

Before submission of tender: ......................................................
......................................................
......................................................

Signature of witness: Date the............... the day of.............2015

to contractor’s signature: # (Witness) ..............................................
Address: .................................................................
(Occupation) ............................................................

Executive Engineer,
Public Works Division, Hingoli.

i) Signature of the officer by whom accepted

Dated Day of................. 2015.................
CONDITIONS OF CONTRACT

CLAUSE 1: The person / persons whose tender may be accepted (hereafter called the contractor which expressions 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 Executive Engineer, Superintending Engineer or the Chief Engineer concerned up to one month/two month / three months respectively. If the Executive Engineer/Superintending Engineer/Chief Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) Permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will amount to *Four percent of all moneys 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 or security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to *Four percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of, *Four percent, by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to the Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit of from interest arising there from, or from any sums which may be due or may become due by Government to the contractor under any other contract or
transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from all raised by sale of his security deposit or any part there of. The security deposit referred to when paid in cash, may at the cost of the depositor, be converted into the interest bearing securities provided that the depositor has express by desired this in writing. If the amount of the security deposit referred to when paid in cash may at the cost of the depositor, be converted into the interest bearing securities provided that the depositor has expressly desired this 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 the recovery of the amounts. The amount of the Security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date up to which the contractor has agreed to maintain the work in good order is over, if such date is not, over only 50 percent 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 up to which the contractor agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order then, subject to provisions of clauses 17 and 20 hereof the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.
The amount retained toward defect liability period in pursuance to clause 20 shall not be in the form of Bank Guarantee.

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

**CLAUSE – 2**: The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay compensation an amount equal to one percent or such similar amount as the Superintending Engineer(whose decision in writing shall be final) may decide, of the amount of the estimate cost of the whole work as shown by the tendered for every day that the work remains uncommented 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. The contractor should complete the work as per phase period given below.

- 25% of the work in \(\frac{1}{4}\) of the time
- 50% of the work in \(\frac{1}{2}\) of the time
- 75% of the work in \(\frac{3}{4}\) of the time
- Full of the work in full of the time

[Full work will be completed in 06 (Six) months including monsoon.]

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

**CLAUSE –3**: In any case in which under this any Clause or clauses of this contract 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 cause to Executive Engineer on behalf of the Government of Maharashtra shall have power to adopt any of the following courses as he may deem best suited to the interest of Government.

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

b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the unexcited 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 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 thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and 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 incurred as aforesaid for or in getting the unexecuted work done by they 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 work therefore actually performed by him under this contract unless and until the Executive Engineer, shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors the amount of excess shall
be deducted from any money due to the contractor by Government under the contract or other wise. However 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) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of o with a view of the execution of the work or the performance of the contract.

CLAUSE – 4: If the progress of any particular portion of the work is unsatisfactory the Executive Engineer, Shall not with standing that the general progress of the Work is in accordance with the conditions mentioned in clause 2 be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation for any loss sustained by him owing to such action.

CLAUSE – 5 : In any case in which any of the powers conferred upon the Executive Engineer, by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute a waiver of any of the Conditions hereof and such powers shall not with standing is exercisable in the event of any further case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation
amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer, taking action Under sub clause (a) or (c) or clause-3 he may, if he So desires, take possession of all or any tool and Plant, materials and stores in or upon the works 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 Executive Engineer, whose certificate there of shall be final. In the alternative, the Executive Engineer, may, after giving notice in writing to the contractor of his clerk of the work, foreman or other authorized agent require him to remove such tools plant, materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor’s expenses for sale them be auction or private sale on account of the contractor and at his risk in all respect and the certificate of the Executive Engineer, as to the Expenses of any such removal and the amount of the proceeds and expenses of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE-6: If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer, before the expiration of the period stipulated in the tender or before the expiration of 30
days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred whichever earlier ever and the Executive Engineer, may with prior approval of the authority component to accept the tender if in his opinion, there are reasonable round for granting an extension. Grant such extension as he thinks necessary or proper. The decision of the Executive Engineer, in this matter shall be final.

CLAUSE-7: On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer,(hereinafter called the Engineer-In-charge ) of such completion, but no such certificate Shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors windows walls floors or other parts of any building in or upon which the work has been executed, or of which he may have 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 possession for the purpose of executing the works, not until the work shall have been measured to the Engineer in charge or where the measurement have been taken by his sub-ordinates until they have received the approval of the Engineer-in-charge the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of his clause as to the removal of scaffolding surplus materials and rubbish and cleaning of the 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 rubble and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as except for any sum actually realized by the sale thereof.

**CLAUSE-8:** No payment shall be made for work, estimated to cost less than rupees one 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 therefore be entitled to receive payment proportionate to the part of the work then approved and passed by Engineer-in-charge whose certificate of such approval on posing of the sum payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskilful work to be removed or taken away and reconstruction or re-erected nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claim nor shall if conclude, determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or 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 parties.

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 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.

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 work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted, if possible within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant and 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.

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 store of the public works 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 prices 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 annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise 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 there of shall in
that case be sold for all 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 to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the public Works Department store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

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

**CLAUSE –14:** The Engineer-in-charge shall have Power to make any alterations in or additions to the original specifications drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work, which the contractor may be directed to do in the manner above, specified as part of the work shall be carried out by the contractor on the same 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 for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the 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 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 of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall be 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 work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before the mentioned, then in such case he shall only be entitled to be paid in respect of the work carried to or expenditure incurred by him prior to date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of accordance dispute, the decision of the Superintending Engineer of the Circle, will be final.

Where, however, the work is to be executed according to the designs drawings and specifications recommended by the contractor
and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender. The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

CLAUSE 15 (1) : If at any time after the execution of the contract documents. The Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the Government is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety there of provided that the decision of the Engineer as to the stage at
which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation what so ever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(2) Where the total suspension of work ordered as aforesaid continued for 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 accordance 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 the final bill. Upon given 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 contract. Such payment shall not in any manner prejudice the right of the contractor to any further compensation
under the remaining provisions of this clause.

(3) Where the Engineer requires the contractor to suspend the work for accordance 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 the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having, had to pay the salary or wages of labour engaged by him during the said period of suspension. Provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the 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) The event of
(i) Any total stoppage of work on notice from the Engineer under sub-clause(1), 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 accordance period exceeding 90 days.
OR (iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications drawings designs, or instructions under clause 14 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 resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, Provided however, such rates shall in no case exceed the rates at which the same were acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.
CLAUSE-15 (A) : The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule –A where such delay is caused by:

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

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

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

CLAUSE –17 : If any time before the security deposit or any part thereof is refunded or any part thereof is refunded to the contractor it shall appear to the Engineer –in-
charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with contract it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require of if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1% 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.

CLAUSE –18: All works or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have accordance responsible agent duly authorized in writing, present for that purpose. Orders given to the contractor’s duly authorized 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 converting up or otherwise placing beyond the reach of measurements 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 consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice
having been given or consent obtained the same shall be uncovered at the contractor's expenses and in default thereof no payment or allowance shall be made for work or for the materials with which the same was executed.

**CLAUSE –20 :** If during the period of (12) Twelve Month for (Civil work) building proper, (84) Eighty four months for water proofing treatment and 120 months for ant termite treatment item from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or “(12) Twelve Months” for Building proper and Eighty Four Months for water proofing treatment and 120 days for ant termite treatment item 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 the notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer in the event of the contractor failing or neglecting to commence execution of the said rectifications 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 cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government the same may be recovered from the contractor as arrears of land revenue. The Government shall also entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by Government.

**CLAUSE- 21 :** The contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contact be supplied from the Public Works Departmental Stores, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works which may required for the proper execution of the work in the original altered or substituted form and whether included in the specifications or other documents forming part of the contract or referred to in

And is liable for damages arising from non-provision of light, fencing etc.
Contractor to supply plant, ladders, scaffolding etc.

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 or examination at any time to time of the work or the materials. Failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may of the contractor and may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense every suit, action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by any such person.
CLAUSE- 21 (A) : The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection there with

a) Suitable scaffold be provided for workman for workmen for all works that cannot be safely done from a by other means.

b) A scaffold shall not be constructed, taken down or substantially altered except.
   i) Under the supervision of accordance competent and responsible person and
   ii) As far as possible by competent workers possessing adequate experience in this kind of work.

c) All scaffold and appliances connected therewith and ladders shall.
   i) be of sound material.
   ii) be of adequate strength having regard to the loads and strains to which they will be subjected and;
   iii) be maintained in proper condition.

d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

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

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

g) Scaffolds shall be periodically inspected by a competent person.
h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not taken step to ensure that it complies fully with the regulation here in specified.

i) Working platforms, gangways and stairways shall:
   (i) be so constructed that no part thereof can sag unduly or unequally
   (ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and
   (iii) be kept free from any unnecessary obstruction.

j) In the case of working platform gangways working places and stairway sat accordance height exceeding 3.00 Meters.
   (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safely.
   (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 accordance building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be
provided with suitable means to prevent the fall of persons or material.

l) When persons are employed on a roof where there is a danger of falling from a height exceeding 3.00-meter suitable precautions shall be taken to prevent the fall of persons or material.

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

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

**CLAUSE –21(B) :** The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:

a) Hosting machines and tackle, including their attachments, anchorages and supports shall
   i) be of good mechanical construction, sound materials and adequate strength and free from patent defect and
   ii) be kept in good repair and in good working order

b) Every rope used in hoisting or lowering materials or a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be
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 persons who are below the age of 21 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.

g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel 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 the gear referred to in the preceding regulation shall be plainly marked with the safe working load.

i) In the case of a hoisting machine having variable safe working load, each safe working load and the conditions under which it is applicable, shall be clearly indicated.

j) No part of any hoisting machine or of any gear referred to in regulation (s) above shall be loaded beyond the safe working load except for the purpose of testing.
k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.

l) Hosting appliances shall be provided with such means as will reduce to accordance minimum the risk of the accidental descent of the load.

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

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

**CLAUSE –23**: Compensation for all damages done Intentionally or un-intentionally by contractor’s Labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the
Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the man prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall pay any damages and cost that may be awarded by the court in consequence.

CLAUSE –24 : The employment of female laborers on works in neighborhood of solders 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 sublet without the Written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt so to do, become insolvent or commence any proceedings to get himself adjudicated an insolvent or make any composition with his creditors or attempt so to do or if bribe,
gratuity, gift, loan perquisite, reward or advantage perquisite, 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 notice in writing rescind the contract and the security deposit of contractor shall there upon stand forfeited and be absolutely at the disposal of Government an the same consequences shall insure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore contract.

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

**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 works to be executed by the contractor Shall be executed under the direction and subject to the approval in all respects of the
superintending Engineer, 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 then in force. The decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right, matter or things whatsoever, if any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders, or other conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof.

**CLAUSE-30(2)**: The contractor may within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the Chief Engineer concerned with the contract, work or project provided that;

a) The accepted value of the contract exceeds Rs. 10 Lakes. (Rs. Ten laky)
b) Amount of claim is not less than Rs. 1.00 lakh (Rupees One Lakh.)

CLAUSE - 30(3) : If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concern Superintending Engineer who if convinced that prima facie the contractor claim rejected by Superintending Engineer in not frivolous and that there is some substance in the claim of the contractor as world merit a detailed examination and decision by Standing Committee. Shall put up to the Standing Committee at Government level for suitable decisions.

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

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

CLAUSE- 33 :

In the case of any class of work for which there is no such specifications as is mentioned in rule 1 such work shall be carried out in accordance with the divisional specifications and in the event of there being no divisional specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer in charge.
CLAUSE- 34: The expression “work” or “works” where used in these conditions shall unless there be something in the subject or context repugnant to such construction be constructed to mean the work or worked contracted to be executed under or in virtue of the contract whether temporary or permanent and whether original altered, substituted or additional.

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.

CLAUSE- 36: All quarry fees, royalties, octroi dues and ground rent, for stacking materials, if any, should be paid by the contractor.

CLAUSE- 37: The contractor shall be responsible for and shall pay compensation to his workmen payable under the workmen’s compensation Act 1923 (viii th of 1923) (hereinafter called the said act) for injuries caused to the workmen, if such compensation is payable/paid be the Government as principal under subsection (i) of section 12 of the said act on behalf of the contractor it shall be recoverable by Government from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

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

**CLAUSE- 37(B) :** The contractor shall provide all necessary personnel safety equipment and first aid apparatus available for the use of the persons employed on the site, and shall maintain the same condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith: (a) The worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned. (b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger. (c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**CLAUSE- 37(c) :** The contractor shall duly comply with the provisions of “The Apprentices Act 1961 (III of 1961). The rules made there under and the orders that may be
issued from time to time under the said Act and the said rules and on his failure or neglect to do so, he shall 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 rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantities for the items does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit, at the rate of the item specified in the tender is not more than Rs. 5000/-. 

(2) The contractor shall if ordered in writing by the Engineer, so to do also carry out any quantities in excess of the limit mentioned in sub-clause (i) hereof on the same conditions as and in accordance with specifications in the tender and at the rates (ii) derived from the rates entered in the current schedule of rates and in the absence of such rates at the rate prevailing in the market the said being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender, based upon the schedule of rates applicable to the year in which the tender were invited ( for the
purpose of operation of this clause, this cost shall be taken as arrived DSR 2014-15 For Hingoli Dist.

3) Claim arising out of reduction in tendered quantity of any item beyond 25% will be governed by the provisions of clause 15 only when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than Rs. 5000/-.

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.

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

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 of hard or cracked soil excavation in mud, sub Soil water or water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

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

CLAUSE- 43 :

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

ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least 7.50 m. wide and should be of tape (Newar).

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

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

v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer, who shall decide the same. The decision of the Executive Engineer, shall be conclusive and binding on the contract regarding the payment to be made by Government at the sanctioned tender rates.
vi) The contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

vii) The contractor should take precaution against accidents, which take place on account of labour using loose garments while working near machinery.

CLAUSE- 44: Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amounts exceed Rs. 10. Amount not exceeding Rs. 10/- will be paid in cash.

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 16 km. of the work, the contractor shall employ upon Such parts of the work, as are suitable for unskilled labour any person certified to him by the Executive Engineer, or by any person to whom the Executive Engineer, may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer, whose
decision shall be final and binding on the contractor.

**CLAUSE- 47 :** The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description the controlled price or price permissible under Hoarding and Profiteering Ordinance, 1943 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and profiteering 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 exercises the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

**CLAUSE- 47 (A) :** The tendered rates are inclusive of all taxes, rates and cesses and are also be inclusive of the tax liable in respect of sale by transfer of property in goods involved in the execution of works Contract under the provision rule 58 of Maharashtra Value Added Tax Act, 2005 for the purpose of Levy of Tax

**CLAUSE- 48 :** The rates to be quoted by the contractor must be inclusive of VAT tax No. extra payment on this account will be made to the contractor.
CLAUSE- 49 : In case of materials that 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 VAT tax and the VAT tax will be recovered on such sale.

CLAUSE- 49(A) : Contractor should note that recovery at penal rate of twice the issue rates will be effected if the contractor does not return surplus material. VAT tax and General tax will be recovered from them.

CLAUSE- 50 : The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labors and shall give preference to those persons enrolled under Government Employment and self Employment Department’s Scheme. Provided, however, that if the required unskilled labors are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with precious permission, in writing of the Executive Engineer-in-charge of the side work, obtain the rest of his requirement of unskilled the labour from outside the above scheme.

CLAUSE- 51 : Wages to be paid to the skilled and unskilled labors engaged by the contractor. The contractor shall pay the labors skilled and unskilled according to the wages prescribed by the Minimum Wages Act 1948 applicable to the area in which the work of the contractor is located.

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

**CLAUSE- 53 :** The contractor shall duly comply with all the provision of the contract ( Labour Regulation and Abolition Act 1970.) ( 37 of 1970 ) and the Maharashtra contract Labour Regulation and Abolition Rules 1971 as amended from time to time and all other relevant status and statutory provision 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 makes short thereof less paid by the contractor, as the case may be the amount so paid by the Government to such works shall be deemed to be an 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 here under or from any other amounts payable to him by the Government.

CLAUSE- 54 : The contractor shall engage apprentices such as bricks layers, carpenters, wireman, plumber as well as blacksmith, as recommended by the state Apprenticeship Advisor Director of Technical Education, Dhobi Talao, Bombay-1 on the construction work.

CLAUSE- 55(A) : The antimalarial and other health measure shall be as directed by the joint Director ( Malaria and Filarial ) of Health Services, Pune.

(B) Contractor shall see that mosquitogenic conditions are not created so as to keep vector populations to the minimum level.

(C) Contractor shall carry out anti malaria measures in area as per guidelines prescribed under national malaria eradication programme and as directed by the Joint Director ( M& F ) of Health Services, Pune.

(D) In case of default in carrying out prescribed antimalaria measure resulting increasing in malaria incidence contractor shall be liable to pay to Government the amount spent by Government on antimalaria measures to control the situation in addition to fine.

(E) RELATION WITH PUBLIC AUTHORITIES

: The contractor shall make sufficient arrangement for draining away the sullage water as well as water coming from the bathing and washing
places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules regulation, by laws and direction given time to time by any local or public authority in connection with this work and shall pay fees or charges with are livable on him without any extra cost to Government.
ADDITIONAL GENERAL CONDITION AND SPECIFICATION.

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

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

   If he shall have any doubt as to the meaning of any portion of these general conditions or the special condition, to the scope of working of the specifications and drawings or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Executive Engineer Public works Division, Hingoli in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided in accordance with tender conditions in the absence of such authentic pre-clarification.

3. DECLARATION OF THE CONTRACTOR.
   The contractor should sign the declaration form on Page No 169.

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

Unless excluded by or repugnant to the context:-

a) The expression “Government” as used in the tender papers shall mean Public Works Department of the Government of Maharashtra.

b) The expression “The Chief Engineer” as used anywhere 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 know) under whose control the work lies of 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 “Deputy Chief Architect” as used in tender paper shall mean the Deputy Chief Architect P.W.D. for the work at Aurangabad.

f) The expression “Contractor” used in the tender papers shall mean the successful tenderer who’s tender has been accepted and who has been authorized to proceed with the work.

g) The expression “Contractor” as used in the tender papers shall mean the deed of contract together with its original accompaniment and those later.

h) The expression “Plant” as used in the tender papers shall mean every machines necessary or considered necessary by the Engineer to execute, construct complete and maintain the works and used in altered, modified substituted and additional works ordered in the time and in the manner here in provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used hereof.

i) “Drawing” shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
j) “Engineer’s representative” shall mean and assistant of the Engineer notified in writing to the contractor by the Engineer.

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 or 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 include all extra, additional, altered or substituted works an required for performance of the contract.

n) The “Contract sum” shall mean the sum for which the tender is accepted.

o) The “Accepting Authority” shall mean the officer competent to accept the tender.

p) The “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day.

q) “Temporary Works” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.

r) “Urgent Works” shall mean any measure which, in the opinion of the engineer-in-charge become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working thereon. Where the context so requires, words importing the singular only also include the plural and vice-versa. Heading and marginal notes, if any to the general conditions shall not be Deemed to form part there of or to be taken into consideration in the interpretation or construction thereof the contact.

s) The expression “Employee” used in the tender papers shall means the party who will employ the contractor to carryout the work. Wherever there is mention of “Schedule of rates” of the Division or
simply D.S.R. in this tender, it will be taken to means as “the schedule of the rate of the Division in whose jurisdiction the work lies.

6. ERRORS, OMISSIONS AND DISCREPANCIES:
   a) In case of errors, omissions and / or disagreement between written and scaled dimensions in the drawing or between the drawings and specifications etc. the following order of preference shall apply.
      i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
      ii) Between the written or shown description of dimensions in the drawing and the corresponding one in the specifications, latter shall apply.
      iii) Between the quantities shown in the schedule of quantities and those arrived at from the drawings, the latter 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 percentage rate quoted in figures and words, the lowest of the two will be considered for acceptance of the tender.
   c) In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Executive Engineer Public Works Division, Hingoli 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.
   d) The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications of Public Works Department Hand Book where reference to such specifications is given without reproducing the details in contract.

7 METHODOLOGY OF CONSTRUCTION & CONSTRUCTION EQUIPMENT'S

7-a) Methodology of Construction

Contractor shall furnish at least 15 days in advance, his programme of commencement of items of work, the details of actual methods that would
be adopted by the contractor for the execution of various items of work such as well sinking cast-in-situ, superstructure for bridge work, earth work, W.B.M. black topping items etc. for road works supported by necessary drawings and sketch including those of the plant and machinery that would be used, their locations, arrangement for conveying an handing materials etc. and obtain prior approval of the Engineer-in-charge well in advance of starting of such items of work. The Engineer-in-charge reserves the right to suggest modifications or make completion in the method proposed by the contractor, whether accepted previously or not, at any stage of work to obtain the desired accuracy, quality 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 specification of the items remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the contractor will however rest on the contractor irrespective of any approval given by the Engineer.

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

7-b) CONSTRUCTION EQUIPMENT
The contractor shall be required to give a trial run of the equipment's for establishing their capacity to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipment provided shall be proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personal will be removed from situ without permission of the Engineer.

7-c PROGRESS SCHEDULE
i) The contractor shall furnish within the period of one month of the order to start the work, the programme of work in CPM/PERT charts in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to
be done by him, also indicating dates of procurement and setting up to 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.

ii) The contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Government supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer. Night work requiring supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer, Night work requiring supervision shall not be permitted except when specifically allowed by Engineer on each item if requested by contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Engineer without extra cost to Government.

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

iv) The contractor shall maintain proforma, charts, details (regarding machinery, equipment, labour, materials, personnel etc.) as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Engineer in charge.

8. AGENTS AND WORK ORDER BOOK
The contractor shall himself engage an authorized all - time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced
Engineer shall be provided by the contractor as his agent for technical Matters in case the Engineer-in-charge considers this as essential for the work and so directs the contractor. He will take orders as will be given by the Executive Engineer, or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation of the Executive Engineer, and his representative on the work site.

The Engineer in charge has the unquestionable right to ask for change in the quality and strength of contractor’s supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements of the satisfaction of the Engineer, in charge.

A work order book shall be maintained on site and it shall be the property of the Government and the contractor shall promptly sign orders given therein by the Executive Engineer, or his representative and his superior Officers, and comply with them.

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

9. **SETTING OUT**

(i) **SETTING OUT FOR (BUILDING WORK) :-**

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

The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should be the same take place and for their efficient and timely reinstatement.

The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the contractor. The approval thereof or
joining with the contractor by the Engineer in charge in setting out the work, shall not relieve the contractor of any of his responsibilities.

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

Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the contractor. On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

(II) RESPONSIBILITIES FOR LEVEL AND ALIGNMENT:

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

10. LEVELING INSTRUMENT:

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 measurements and the work. The contractor will have therefore to keep sufficient number of these instruments readily available at the site and in good working condition.
11. AUTHORITIES OF THE ENGINEER -IN- CHARGE’S REPRESENTATIVE

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

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

Failure of the representative of the Engineer-in-charge to disapprove and work or material shall not prejudice the power of the Engineer-in-charge there after the disapprove such work or materials and to order to pulling down, removal or breaking up thereof.

12. CO-ORDINATION:

When several agencies for different sub-work of the project are to work simultaneously on the project site there must be full co-ordination between the 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 arrangements for water, power, housing etc. If they so desire, on the other hand the contractor are at liberty to come to mutual agreement in this behalf and make joint arrangement with the approval of the Engineer. No contractor shall take or cause to be taken any steps or action that may cause disruption, discontent or disturbance to work, labors or arrangements etc. of other contractors in the project localities. Any action by any contractor, which the Engineer in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and shall be dealt with accordingly.
In case of any dispute or disagreement between the contractors, the Engineer’s decision regarding the co-ordination, co-operation and facilities to be proved by any of the contractors shall be final and binding on the contractor concerned and such a decision shall be final and binding on the contractor concerned and such a decision shall not vitiate any contract nor absolve the contractor of his obligations under the contract nor form the grounds for any claim or compensation.

13. ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC:

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

The contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non-supply of machinery shall not form a ground for any claim or extension of time for this work.

14. QUARRIES:

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

14.2 The quarrying operations shall be carried out by the contractor with proper equipment such as compressor jack hammers, drill bits, explosive etc. and sufficient number of workmen shall be employed so as to get the required out turn.
14.3 The contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down or may be laid down from time to time by 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 facility by the contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any time be allowed to inspect the work, building and equipment at the quarries.

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

14.5 All quarrying operations shall be carried out by the contractor in organized and expeditions manner systematically and with proper planning, the contractor shall engage licensed blaster and adopted electric blasting and/or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosives etc., as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance form the chief inspector of explosives and the rules and regulations in this connection as laid down by the chief inspector of explosives, form time to time shall be strictly adhered to by the contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of material form the concerned authorities. The contractor must therefore take timely advanced action for procuring all such licenses so that the work progress may not be hampered.
14.6 The approaches to the quarrying place form the existing public roads shall have to be arranged by the contractor at his own cost, and the approaches shall be maintained by the contractor at his own cost till the work is over.

14.7 The quarrying operations shall be carried out by the contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid the wastage of stones. Only such stone as are of the 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 material shall be removed to the place shown at the contractor’s cost.

14.8 Since all stones quarried form Government quarry (if made by the contractor including the excavated over burden are the property of the Government, no stones or the earth shall be supplied by the contractor to any other agencies or works, and are not allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be property of the Government shall be handed over by the contractor to the Government free of cost at the quarry site duly heaped at the spots indicated by the Engineer-in-charge. If however the Government does not required such surplus material, the contractor may be allowed to dispose off or use such material else where with prior written permission of Engineer-in-charge. Leaving off a quarry face of opening of new quarry face shall be done only the approval of the Engineer-in-charge.

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

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

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

14.12 The contractor shall be responsible to make all payments of quarries fees, royalty etc. No claims on this account will be entertained.

14.13 The claims / Representation on account of change of source of material or closing of quarries by the revenue or change in lead extra shall not be entertained. The contractor shall study the lead for material including sand carefully before quoting rates.

15 COLLECTION OF MATERIALS:

(I) Where suitable and approved P.W. Department’s quarries exist, the contractor piece of 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 according to rules,

(II) Where no suitable P.W. Department’s quarries exist or when the quality of the material required cannot be obtained form P.W. Department quarry the contractor or piece-worker shall make his own arrangement to obtain the material from existing or a new quarry in Government waste land, private land or 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 workers shall pay all royalty charges compensation etc. No claims or responsibility on account of any 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 includes all incidental charges such as opening of new quarry, opening out a new portion in a existing quarry, removing top soil and the unsuitable material, dewatering a quarry, cost of blasting
powder and fuse, lift lead, repairs of existing cart tracks, making new cart tracks, control charges Central/State Government or Municipal taxes.

(IV) The rates in the tender are for the delivery of approved material on road side property stacked at places specified by Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lift. No claim on account of the charges in lead will be entertained.

(V) No material shall be removed from the land within road boundary or the land touching it without the written permission of the Engineer-in-charge or his authorized agent. If any material is unauthorized obtained from such places, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Executive Engineer, and will have stop further collection.

(VI) Any material that 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 accident etc. Any such material causing obstruction danger etc. will be got removed departmentally at his cost and no claims for any loss or damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaints, which may be received.

(VII) The material shall not be stacked in place where it is liable to be damage or lost due to traffic passing over it, to be washed away rains or flood, to be buried under the land slide etc. or to slip down on embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.

(VIII) Before stacking, the material shall be free from all earth, rubbish, beget able matter, and other extraneous substances and in the coarse of metal, screened to gauge, if so directed. When ready, it shall be stacked
entirely clear of the roadway, 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 berms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.

(IX) No. deduction will be made for voids.

16. TEMPORARY QUARTER AND SITE OFFICE:

(1) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement for housing such staff with all necessary amenities. General labour plan for such structures shall be got approved from the Engineer-in-charge. It will be the responsibility of the contractor to get his lay out plan of temporary structure approved from the local competent authority.

SITE OFFICE

(2) 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 of verandah should not be less than 37.17 Sq.M. It may have bamboo matting walls and asbestos or corrugated iron roof, paved floor should be 45 cm. above ground level. He should provide latrines, urinals and keep them clean daily. This will be supposed to be included in his rate.

17. TREASURE TROVE:

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

18. PATENTED DEVICES, MATERIALS AND PROCESSES:

Whenever the contractor desires to use any designed device, materials or process covered by latter of patent or copy right, the right for such use should be secured by suitable legal arrangement and agreement with
19. EXPLOSIVES:
The contractor shall at his own expenses contract and maintain proper magazines, if surcharge required for the storage of explosive for use in connection with the works such magazine being situated, construction and maintained in accordance with the Government prevalent rules applicable on that behalf. The contractor shall at his own expense obtain such license or licenses as may be necessary for storage and using explosives. Notwithstanding that the location etc. for storage of explosives are approved by the Engineer, the Govt. shall not bear any responsibility whatsoever in connection with the storage and use of explosive on the site or any accident or occurrence whatsoever in connection there with, all operations of the contractor in or for which explosive employed being at the risk of the contractor and upon his sole responsibility in respect thereof.

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

21. POLICE PROTECTION:
For the special protection of camp of the contractor’s works, the Department will help the contractor as far as possible to arrange for such protection with the concerned authorities. The cost is borne by the contractor.

22. SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL:
22.1 SUPERVISION:
The contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer-in-charge the contractor has himself no sufficient knowledge and
experience of receiving instruction or can not give his full attention to the works, the contractor shall at his own expenses, employ as his accredited agent in qualified Engineer approve by the Engineer-in-charge.

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

22.2  INSPECTION:

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

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

23.  INITIAL MEASUREMENTS FOR RECORD:

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

24. **SAMPLES AND TESTING OF MATERIALS:**

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

(a) as specified in the specifications for the items concerned and/or

(b) Red book

(c) as specified by the Indian road Congress Standard Specification.

(d) I.S.I. Specification (whichever and wherever applicable) or

(e) such recognized specifications acceptable to the Engineer-in-charge as equivalent their to or in the absence of such authorized specification.

(f) such requirements test and / or analysis as may be specified by the Engineer in charge in the order of procedure given above.

24.2 The contractor shall at his risk and cost make all arrangements and / or shall provide for all such facilities as the Engineer-in-charge may require for collecting preparing testing required number of samples for tests or for analysis at such time and to such place or places as may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-charge.

24.3 The contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use or incorporate in the work any materials represented by
the samples until the required analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge.

24.4 The contractor shall not be eligible for any claim or compensation, either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.

24.5 The contractor or his authorized 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.

24.6 Cost of routine day quality control testing charges for tests required as per specifications will be borne by contractor by sending the same to the concerned government Laboratories.

24.7 The contractor shall have at his own cost set up laboratory to carry out the routine tests of material, which are to be used on the work. The test will have to be carried out either in his field laboratory or in an approved laboratory. In case tests are carried out in field laboratory at least 50% testing should be carried out at the nearest quality control laboratory of the Department.

24.8 In case of material procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the Engineer-in-charge at the nearest approved laboratory. If additional testing other than as required by specifications is ordered, the testing charges shall be borne by the Department. If the test results are satisfactory and by the contractor if the same are not satisfactory.

24.9 In case of material supplied by the Government. If the contractor demands certain testing, the charges thereof shall be paid by the contractor. If the test results are satisfactory and by the department if the same are not satisfactory.
24.10 Testing shall be carried out at approved Government Laboratories or institutions are directed by Engineer-in-charge and all testing charges shall be borne by the contractor.

24.11 15% of the rate shall be withheld and shall be released only after the receipt of the satisfactory test results whenever specified excluding concrete items. “Routine test shall mean testing of aggregate for gradation, flakiness index, impact value and binder contents”

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

25. MISCELLANEOUS:

1) Rate shall be inclusive of Sale Tax, Turnover Tax, Octroi duty, General Tax, Royalty, and other taxes etc.

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

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

4) The special provision in detailed specification or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications or P.W.D. Hand Book where reference to such specifications is given without reproducing details in contract. Decision of the Engineer in charge shall be final in case of interpretation of specifications.

5) Suitable separating barricades and enclosures as directed shall be provided to separate material brought by contractor and material
issued by Government to contractor under schedule “A” same applies of the material obtained from difference sources of supply.

6) It is presumed that the contractor has gone carefully through the standard specification (Vol. I & II 1981 edition) M.O.S.T. Specifications (edition 1995) and the schedule of rate of the Division, and studied the site condition before arriving at rates quoted by him.

7) The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quality, properties and fitness of the work. Suitable precautions shall be taken by contractor to protect the materials against atmospheric ion fire and other hazard. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms the contractor shall at his own expenses engage watchman for guarding the material and plant and machinery and working during day and night against any pilferage or damage and also for prohibiting trespasser.

8) The contractor shall be responsible for making good the damages done to the existing property during construction by his men.

9) If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the contractor with the help of the Department at his own cost.

10) The contractor shall provide, maintain, furnish and remove on completion temporary shed for office on work side for the use of Executive Engineer’s representative.

11) Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.

12) 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.
13) General directions or detailed description of work, material and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities/item wise specifications. Reference is however, drawn to the appropriate section clause(s) of the General specifications in accordance with which the work is to be carried out.

14) In the absence of specific directions to the contrary, the rates and the prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General Conditions of contract.

15) The quantities set down against the item in the Schedule ‘B’ are only estimated quantities of each kind of work included in the contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.

16) All measurements will be made in accordance with the methods indicated in the specifications and read in conjunction with the General conditions of contract.

17) The details shown on drawings 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.

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

19) Clause 101 to 107 of specifications of Road and Bridge work adhered herewith will be applicable to works as per Schedule ‘B’ unless specified otherwise in the detailed specifications of the relevant items.

26.0 CHANGE OF CEMENT CONTENTS ETC:

The tendered rates for any items, 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 Executive(Engineer-in-charge) at any time or from time to time the tendered rates for that particular item and quantity or quantities, reduction in cost of the cement content from the laid down in the specification at the rates. Specified in D.S.R. of the district on which the estimate is based plus 10% to cover all other incidental change whatever.

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 costs to contractor at site by the Government.

27. **CEMENT CONCRETE :**

a) The contractor shall carry out all preliminary tests to work out grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials, labour and testing cost for preparing and testing samples as required by the Engineer. Unless otherwise specific in the detailed item wise specifications 3 cubes 150 mm x 150 mm x 150 mm will be tested for every 15 cubic mars of concrete or per day whichever is higher. The contractor shall make field arrangements for slump test, density and bulk age testing and also prepare concrete cubes 150 mm x 10 mm x 150 mm for testing compressive strength, at his cost. The cubes shall be got tested at approved laboratory and the test results shall not fall below those prescribed in P.W.D. Hand Book (Table CV P. 412) or as laid down in the specifications. The cost of such cubes and tests shall be entirely borne by the contractor.

b) All concrete shall be machine mixed, unless otherwise directed by the Engineer-in-charge for controlled or high grade concrete, the grading of aggregate shall be got approved from the Engineer. The correct proportions and the total amount of water for the mix will be
determined by means of preliminary tests and shall be got approved by the Engineer-in-charge however, such approval does not relieve the contractor from his responsibility regarding the minimum works strength requirements. Work test shall be taken in accordance with relevant codes and specifications. The proportioning of aggregate shall be done by weight, if so ordered by the Engineer.

c) All mixing shall be done by mechanical means in approved mixers. The Engineer may at his discretion, allow in writing hand mixing of concrete for minor items where in small quantities are involved but in that cases the contractor shall increase the cement content of the mixture by 10% without any extra cost.

d) The form work used shall be made invariably of steel/with lining of steel or with plywood lining, wooden shutters may be allowed at the discretion of the Engineer, lintels, small slabs and beams, copping 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 sweet potable water for full 21 days after the time of its placement or as may be directed by Engineer-in-charge.

27.1 Reinforced concrete work:

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

5. I.S. 432 :- 1982- Specifications for mild steel and medium steel bars.
Note 1 - 43 grade cement (Conforming 158112) shall be used for all RCC & other items.

Note 2 Steel for reinforcement shall be procured only from reputed companies.

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

28.0 ADDITIONAL GENERAL SPECIFICATION FOR ORDINARY AND HIGH GRADE CONCRETE:

1. If the concrete strength falls below that specified for the items and if the use can be permitted under clauses 303.3.7 of the I.R.C. Bridge code section. Ill given below, the unit 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 to circumstances of the case and the concerned Superintending Engineer’s approval to the reduced rate as mentioned above is necessary.

“Standard specification and code of Practice for Road and Bridge, Section III Cement concrete 303.3.7 standard of acceptance”.

i) Full payment should be made when 75% of the test cube results are equal and above specified strength. Cases failing outside the above limits should be examined and decided by the Engineer-in-charge on merits on each case.

ii) The test specimen should be taken by representative of the contractor in presence of a responsible officer of the rank of not lower than an Assistant Engineer/Deputy Engineer.

iii) The test specimen should be formed carefully and no claim shall be entertained later on, 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 one cubic meter of M-15 grade and above concrete should be as per standard specification Book specification B 7-4 on page 39 (1979 Edition).

v) Payment: a) The payment of such concrete work will not be made till the strengths are ascertained.
   b) The payment of reinforcement of such affected items will not be made till the strengths of the concrete are ascertained.

vi) The centering to be used for execution of any concrete items shall be strictly in accordance with specifications for from work and steel centering given on page 150 to 154 of this documents. No concreting shall be executed without prior approved to the centering from the Engineer-in-charge

vii) Concrete pour card shall be used during concrete work (See Page No 147)

29.0 PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICAL CABLES AND WATER SUPPLYING LINES.
During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cable, water supply lines etc. it will therefore be the responsibility of the contractor to protect them carefully all such cases should be brought to the notice of the Engineer-in-charge by the contractor and also the concerned Department. Any damages whatsoever done to these cables and pipelines by the contractor shall be made good by him at his cost.

30.0 MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR:
   a) The contractor shall provide an adequate supply of pure and wholesome water for use of laborers on works and in campus.
   b) The contractor shall construct trench or semi permanent latrines for the use of the Laborers. 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 laborers 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 tees, shall be chosen wherever it is available. The neighborhood of tank, jungle, trees or woods should be particularly avoided, camps should not be established close to large cuttings of earthwork.

3) The lines of huts shall have open space of at least ten meters between rows. When a good natural site cannot procured, particular attention should be given to the drainage.

4) There should be no overcrowding. Floor space at the rate of 2.78 Sqm. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

5) The contractor must find his own land and if he wants Government land, he should apply for it. Assessment for it if demanded will be payable by contractor. However the Department does not bind itself for making available the required land.

6) The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing cloths.

7) The contractor shall make sufficient arrangement for drainage away the surface & sewage water as well as water from the bathing and washing places and shall dispose of this waste water in such a way as not to cause any nuisance.

d) The contractor shall engage a Medical Officer with a traveling dispensary for camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 km. from the camp. In case of an emergency the contractor shall arrange at his cost free transport for quick medical help to his sick worker.

e) The contractor shall provide the necessary staff for effecting a satisfactory conservancy and cleanliness of the camp to the satisfaction
of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged.

f) The Assistant Director of Public Health shall be consulted before opening a labors camp and his instructions on matters such as water supply sanitary conveniences, the campsite accommodation and food supply shall be followed by contractor.

g) The contractor shall make arrangements for anti-malarial measures to be provided for the labors employed on the work. The anti-malarial measures shall be provided as directed by Assistant Director of Public Health.

h) Where are workers are required to work near machine and are liable to meet with accident they should not be allowed to wear loose clothes like dhoti, zabba etc.

31.0 SAFETY MEASURES AND AMENITIES:

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

(1) Providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces infected with oyster growth etc.

(2) Providing protective head wear to workers, working in quarries etc. protect them against accidental fall of materials from above.

(3) Taking such normal precautions like providing hand rails to the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around it.

(4) Supporting workmen with proper belts, ropes etc. when working on any masts, cranes, crips, hoist, dredgers etc.
(5) Taking necessary steps towards training the workers concerned on the use of machinery before, they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.

(6) Providing adequate number of boats (if at all required for playing in water) to prevent overloading and over crowding.

(7) Providing life belts to all men working at such situations, from where they may accidentally fall into the water, equipping the boats with adequate number of life belt etc.

(8) Avoiding bare live wires etc. as would electrocute workers.

(9) Making all platforms, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff to take undue risks.

(10) Providing sufficient first and trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation’s, drawing and other injuries.

(11) Take all necessary precautions with regard to us of divers.

(12) Providing full length gum boots, leather hand gloves leather jackets with fire proof apron to cover the chest and back reaching up to knees and protective goggles for the eyes to the laborers working with hot asphalt handing vibrator in cement concrete and also where use of any or all these items is beneficial in the interest of health and well being of the laborers in the opinion of the Engineer.

(13) Suitable scaffolds shall be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used, an extra ardor shall be engaged for holding the ladder and if the ladder is used for carrying the materials as well as suitable footholds and handholds shall be provided on the ladder and ladder shall be given an inclination not steeper than 1:4 (1 horizontal and 4 vertical).

(14) Scaffolding or staging more than 3.25 meters above the ground or floors, swing or suspended from an overhead support or erected with stationery supports shall have a guard rail properly attached, bolted,
breached and otherwise assured at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for delivery of materials. Such scaffolding or staging shall be so fastened as to prevent if from swaying from the building or structure.

(15) Working platform, gangways and stairways shall be so constructed that they do not sag unduly or are more than 3.25 meters above ground level or floor level. It shall be loosely boarded, have adequate width and be suitably fenced as described in 2 above.

(16) Every opening in floor of the building or in a working platform shall be provided with suitable protection to prevent fall of person or materials by provided suitable fencing or railing with minimum height of 1 meter.

(17) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length, width between side rails in hung ladder shall in no case may be less than 30 cms. for ladders up to and including 3 meters in length. For longer ladders, this width shall be increased at least 6 mm for each additional 30 cms of length uniform step shall not exceed 30 cms.

(18) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any or the sites shall be stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and light to protect public from accident and proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the Contractor, to be paid to compromise any claim by any such person.

(19) All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use or persons employed on the site and maintained in a condition suitable for immediate use and
the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement or lime mortars concrete shall be provided with protective footwear and protective footwear and protective goggles.

b) Those engaged in handling any materials, which is injurious to eyes shall be provided with protective goggles.

c) Those engaged in welding works shall be provided with welder's protective eye shields.

d) Stonebreaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

f) The Contractor shall not employ, men below the age of 18 years and the women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken.

i) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.

ii) Suitable facemasks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint, dry rubbed and scrapped.

iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to have wash during and on cessation of work.

g) When work is done near any place where there is risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and
adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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

a) These shall be of good mechanical construction, round materials and adequate strength and free from patent defects and shall be kept in good working order.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding.

c) In case of every hoisting machine and of every chain, ring, hook, shackle and pulley block used in hoisting or lowering or means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be clearly marked with safe working load.

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

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

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

e) These safety provisions shall be bought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the Contractor.

i) To ensure the effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-charge or his representative and the inspecting officers.

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

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

32. EXCAVATION AND TRENCHING:

All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground, side of trench which is 1.5 meter or more in depth shall be stepped back to give suitable slope, are security held by timber bracing, so as to avoid the danger of side collapsing. Excavated materials shall be placed with 1.3 meters of edge of trench or half depth of trench whichever is more. Cutting shall be done from top to
bottom. Under no circumstances shall undermining or undercutting be done.

33. DEMOLITION:
Before any demolition work is commenced and also during the process of the work.

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus, which is liable to be a source of danger or a cable or apparatus used by operator, shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion or hoarding. No floor, roof or other part of a building shall be so overloaded with debris of materials as to render it unsafe.

34. SCOPE OF RATES FOR DIFFERENT ITEMS OF WORKS:
For item rate contract, the contract unit rates for different items of work shall be paid in full for completing the work to the requirements of specification including full compensation for all the operations detailed in the relevant sections of these specification under “Rates”. In the absence of any direction to the contrary, the rates are to be considered as the full inclusive rate for finished work covering all labors, Materials wastage, temporary work, plant equipment. Overhead charges and profit as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.

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

i) General works such as setting out clearance of site before setting out and clear range of works after completion.

ii) A detailed programme for the construction and completion of works (using CPM/PERT techniques) giving, in addition to the construction activities, detailed network activities for the submission an approval of materials, procurement of critical materials and equipment, fabrication of special products/equipment, and their installation and testing and for
all activities of the employer that are likely to effect the progress of work, etc. including updating of all such activities on the basis of the decisions taken at the periodic site review meeting or as directed by the Engineer.

iii) Samples of various material proposed to be used on the work for conducting tests thereon required as per the provisions of the contract.

iv) Design if mixes as per the relevant clauses of the specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant clauses of these specifications to be submitted to the Engineer for his approval before use of in the works,

v) Detailed design calculations and drawing for all Temporary works (such as formwork, staging, centering, specialized constructional handling and launching equipment and the like):

vi) Detailed drawing for templates, support and end anchorage, details for prestressing, cable, profiles, bars bending and cutting schedules for reinforcement, material lists for fabrication and structural steel etc.

vii) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provision of the specifications.

viii) Testing of various finished items and materials including bitumen, cement, concrete, bearing as required under these specifications and furnishing test reports/certificates:

ix) Inspection Reports in respect of form work, staging reinforcement and other items of work as the relevant specification.

x) Any other data which may be required as per these specifications or the conditions of contract or any other annexure/schedules forming part of the contract.

xi) Any other item of work which is not specifically provided in the bill of quantities but which is necessary for complying with provisions of the contract and

xii) All temporary works and false work. Portion of roads works beyond the limits and or any other work may be got constructed by the employer directly through other agencies. According, other agencies employed
by the employer may be working in the vicinity of the work being executed by the contractor. The contractor shall liaise with such agencies and adjust his construction programme for the completion of work accordingly and no claim or compensation due to any reason what so ever will be entertained on this account. The employer will be indemnified by the contractor for any claims from other agencies on this account.

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

35. **PAYMENTS**:
The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour scaffolding, plant, machinery, supervision, power, royalties, octroi taxes etc. and should also include all expenses to cover the cost of night work if and when required and no claim for additional payment beyond the prices or rates quoted will be entertained.
The mode of measurements has been indicated in the specifications, if there is any ambiguity or doubt in this respect, the decision of Superintending Engineer will be final.

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

b) **FINAL BILL**:
The contractor should submit final bill within one month after completion of the work and the bill will be paid within 5 months if it is in order. Disputed item and claims if any shall be excluded from the final bill and settled separately latter on.
36. **CLAIMS:**
The contractor must note that this work has to be executed from the funds financed by the social welfare Department. As such no claim will be entertained unless the same is approved by the Engineer in charge.

37. **PRIORITIES OF WORKS TO BE EXECUTED:**
Priorities for items to be executed shall be determined periodically keeping in view the final time limit allowed for the work and all the time schedule fixed for intermediate stages of work.

38. **WAGES ACT:**
The contractor shall comply with the provisions of payments of wages Act 1936. Minimum Wages Act 1948, Employee’s Liability Act 1937, Workmen’s Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contractor Labour (R&A) Act 1970 migrant workmen (Regulation of Employment and conditions of service) Act 1979, or modifications there of or any other law relating there to and rules and there under from time to time by the Government.

39. **DISPUTE AND ARBITRATION:**
No Arbitration is allowed.

40. **ELECTRIC POWER:**
Arrangement for obtaining Electric Power connection will have to be made by the contractor at his own cost.

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

The contractor shall at his own expenses, engages watchmen for guarding the materials and plant and machinery and the work during day and night against any pilferage, damages and also for prohibiting trespassers or damage to them. The contractor shall have to make
his own arrangements for water required for any purposes on the work.
The contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same shall be removed by the Department at his cost and the contract shall not be entitle for payment of any compensation for the same.

42.0 ACCIDENT:
In the event of an accident involving serious injuries or damages to human life or death of any of his employees and or laborers or trespassers, the same the same shall be reported within 24 hours of the occurrence to the Executive Engineer and the Commissioner of Workmen’s Compensation.

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

44.0 PUBLIC UTILITIES:
In addition to clause of M.O.S.T. (R.W.) Specifications for Road and Bridge works (Second Revision) 1988 following should be added Para 110.6 Public utility service like HT Lines telephone line etc. that are visible at site should be taken notice of by the contractors while planning their works. It shall be the contractor’s responsibility to inspect such services prior to the commencement of any work. While executing the works, the contractors should take care to see that these services are not disturbed or damaged during the execution.
The Government will not be held liable or responsible for any delay in completion of the job under this contract which may occur due to any damage occurred to such services in consequence of the contractor’s operations of delayed completion of the execution for the same.

45. **DRAWINGS**:

   **A) Contract Drawings**:
   
   The contract drawings provided for tendering purpose with the tender documents shall be use as reference only. Contractor should visualize the nature of type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during actual execution/construction as experienced contractor in the field.
   
   The tendered rates/prices for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, prints, tracings and negatives that the contractor is required to provide in accordance with the contract.

   **B) Completion Drawings**:
   
   The contractor shall submit to the Engineer within 2 (two months) of actual completion “Completion Drawings” as specified below and operation and maintain instructions for the whole of the work.
   
   These drawings shall be accurate and correct in all respect and shall be shown to and approved by the Engineer earlier. For “Completion Drawings” 2(two) prints and one polyester film of quality approved by the Engineer or his representative shall be supplied.

46. **HANDING OVER OF WORK**:

   All the work and materials before finally 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 this Executive Engineer or his authorized representative will be always in writing, copies for which will go to the Executive Engineer or his authorized representative and
the contractor. It is, however, understood that before taking over such work, Government will not put it into regular use as district from casual or incidental one, except as specially mentioned elsewhere in this contract or as mutually agreed to.

47.0 RELATION WITH PUBLIC AUTHORITIES:
The contractor shall comply with all rules, regulations, byelaws and directions given from time to time by local or public authority in connection with this work and shall himself pay fees or charges which are leviable on him without extra cost to the Department.

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

49. CLAUSE IN THE CONDITIONS OF CONTRACT:
a) All materials and workmanship shall be of the respective type described in the contract and in accordance with the Engineer’s instructions and shall be subjected from time to time such tests as the Engineer may direct at the place of manufacture and fabrication, or on the site. All samples shall be supplied by the contractor.

b) No work is to be covered up or put out of view without the approval of the Engineer for his examination and measurements.

c) During the progress of the works, the Engineer, shall have the power to order, the removal from the site any unsuitable material, substitution or proper and suitable material and the removal and proper re-erection notwithstanding any previous test or interim payment, therefore and of any work which in respect of materials or workmanship is not, in the opinion of the Engineer in accordance with the contract.
50.0 **INSPECTION OF OPERATIONS:**
The Engineer and any person authorized by him shall at all times have access to the works and to all works and to all workshops and places. (including required documents) where work is being prepared or from where materials, manufactured articles of machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or obtaining the right to such access.

51.0 **QUALITY CONTROL ON WORKS AND MATERIALS:**
The contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required for Cement concrete works and other routine tests.

The field laboratory shall be equipped with the equipment’s and apparatus required for the testing. These equipments shall be in working condition. The Engineer–in–charge of the work will verify these equipments in the laboratory at plant site. The work shall not be started unless and until the laboratory is equipped with equipments.

52.0 **WATER SUPPLY:**
The contractor shall make his own arrangement at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water up to the work site as required by him. The location of the pipe line with respect the road shall be decided by Engineer in charge. And shall be binding on the contractor.

The contractor is advised to provide water storage tanks of adequate capacity to take care of possible shut down of water supply system.

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

53.0 **COMPLETION CERTIFICATE:**

(i) The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer in charge shall have certified in writing to that effect. No approval of material of workmanship or approval of part of work during the progress of execution shall bind the Engineer in charge or in any prevent him from even rejecting the work which is claimed to be complete and to suspend the issue of his certificate of completion until such alteration and modification or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to this satisfaction.

(ii) After the work is completed the contractor shall given notice of such completion to the Engineer in charge and within 30 days of receipt of such a notice the Engineer in charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer in charge are rectifiable he shall than in form the Engineer in charge and Engineer in charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if the defects are rectified. The time cycle as above, shall continue.

(iii) In case defects notice by the Engineer in charge which in this opinion are not rectifiable but otherwise is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer in charge within 30 days indicating the un-rectifiable defects for which reduction in payment is being made by him.
(iv) The issue of completion certificate shall not be linked up with the site clearance on completion of the work.

54.0 **ANCILLARY WORK:**

The contractor shall submit to Engineer – in-charge in writing the details of all ancillary works including layout and specification to be followed for its construction. Ancillary work shall not be taken up in hand unless approved by Engineer – in –charge. The Engineer in charge reserves the right to suggest modification of make complete in the layout and specification proposed by the contractor at any stage to ensure the safety on the work site. The contractor shall carry out all such modifications to the ancillary works at his own expenses as ordered by Engineer in charge.

55.0 **REJECTION OF MATERIALS NOT CONFIRMING TO SPECIFICATION:**

Any stock or batch of material (s) of which sample (s) does not confirm to the prescribed test and quantity, shall be rejected by the Engineer –in –charge or his representative and such materials shall be removed from site by the contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications.

Materials not corresponding in character and quality and with approved sample will be rejected by the Engineer or his representative and shall be removed from site at the contractor’s own cost.

56 **SUPPLY OF COLOURED RECORD PHOTOGRAPHS AND ALBUMS:**

The contractor shall arrange to take dated post card size colored photographs at the rate of 10 photographs at various stages/ facts of the work including interesting and novel features of the work as desired by the Engineer –in-charge and supply them in five copies each in separate albums of appropriate size.

He shall also arranged for the video filming of important activities of the work during the currency of the contract and edit it to a video film of 60 to 180 minutes playing time.
It shall contain narration of the various activities in English/Marathi by a competent narrator. The cassette shall be of acceptable quality and the film shall be of acceptable quality and the film shall be capable of producing color pictures. This shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.

57. MAINTENANCE:
On completion of the work in all respect necessary certificate will be issued by the concerned Executive Engineer and the defect liability period will be counted from the date of issue of certificate.

During defect liability period contractor is supposed to detect the defects or damages in the completed work. These defects and damages should be rectified within 15 days from the notice of defect. If contractor fails to detects or carry out the repairs to such defect, the Engineer-in-charge will inform in writing about these defects and rectification will be carried out at contractor’s risk and cost.

All damage during execution shall be made good by the contractor at his cost. He will be responsible for any damages to the road surface including B.T. surface in rainy seasons and during construction and guaranteed maintenance period. No separate payment will be made for restoring damages.

Defective work is liable to be rejected as 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 such rectification.

In case of damages type failure will be investigated by Engineer-in-charge and repairs to the defective portion will be suggested accordingly. If contractor fails to rectify such damages within 15 days from the instructions of Engineer-in-charge then heavy penalty will be imposed and damaged work will be rectified at contractor’s risk and cost.
<table>
<thead>
<tr>
<th>Nos.</th>
<th>Particulars</th>
<th>Nos.(Minimum required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cube moulds</td>
<td>24</td>
</tr>
<tr>
<td>2.</td>
<td>Slump cone with rod</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Measuring cylinder (glass) (1000 ml)</td>
<td>2</td>
</tr>
<tr>
<td>4.</td>
<td>Compression testing machine hand operated</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>(150 MT capacity)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Electric weighing machine 3 (L.C. 1 gm)</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td>IS sieve set</td>
<td>1</td>
</tr>
<tr>
<td>7.</td>
<td>Flankiness test gauge</td>
<td>1</td>
</tr>
<tr>
<td>8.</td>
<td>Vernier caliper</td>
<td>1</td>
</tr>
<tr>
<td>9.</td>
<td>Dumpy level with stand &amp; staff</td>
<td>2</td>
</tr>
<tr>
<td>10.</td>
<td>Theodolite</td>
<td>1</td>
</tr>
</tbody>
</table>

58  **IN CASE OF CEMENT CONCRETE WORKS:**

a) Besides manufacturer’s test certificate for quality of cement, at least one set of physical and chemical tests should be conducted for each source of supply for verification. Where the quality is in doubt, or where the cement had been store for long periods or in improper condition, the Engineer shall call for testing the cement at more frequent intervals.

b) Mix design based on trials carried out in the contractor’s laboratory should be got approved by the Engineer.

c) The mineral aggregates should be tested for their properties. Water to be used for mixing should be tested for chemical impurities.

d) Checking for stability and sturdiness of from work.

e) Ensuring that the crucial equipment like mixers and vibrators are in working order before start or work.

f) Control on water cement ratio.

g) Control on workability and time elapsed between mixing and placing of concrete.

h) Control on compaction and finishing.

i) Tests on cube samples at 7 and 28 days.

j) Check on provisions for adequate curing.
59.1 In case of masonry work, control should be exercised on the quality of the material (e.g. stone, brick and cement etc.) as also on mortar proportions.

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

60. INSTRUCTION REGARDING WORK INSURANCE POLICY:

Contractor shall take necessary insurance policy, policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance Maharashtra State Mumbai only. It's postal address for correspondences 264 MAHADA, Opp. Kalanagar Bandra (E) Mumbai-400051 (Tel No. 6438403) (Fax No. 6438690) Insurance policy/policies taken out from any other company will not be accepted. If any contractor fails to produce the documents of insurance done before payment of 1st R.A. bill. One percent of the contract amount will be recovered from the contractors 1st R.A. bill.

61. Building & Other Construction worker welfare cess:

One percent of the contract amount will be recovered from contractor towards Building and other construction workers welfare cess as per the building and other construction workers welfare Act. 1996 @ one percent of value of work done in each bill.

62. Royalty:

Contractor should submit Royalty clearance certificate obtained from concerned Revenue authority along with each bill. If the certificate from Revenue authority is not submitted, amount of Royalty will be recovered from Contractor's bill in hand.
63. Additional Condition about availability of Funds:

The Budget provision for this work is less at present. The payment of bill will be made as per the availability of funds. No claims will be entertained from delayed payments."

“If situation arises, the work will be stopped at safe stage and will be withdrawn under clause 15 for which no compensations will be allowed."
### ANNEXURE –A

MATERIALS TESTS AND SPECIFIED RESULTS

Note: This table is not exhaustive and is meant only for ready reference on field

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Material</th>
<th>Test</th>
<th>Acceptance Criteria/specified results</th>
<th>Test frequency sampling</th>
<th>Test method</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>B. Sulphate content and chloride content</td>
<td>Sulphate 500 mg/L Chloride 2000 mg/L for (PCC) 1000 mg/L for (RCC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Sand (Fine aggregate)</td>
<td>A. Fitness Modules</td>
<td>Concrete 2.00 to 3.5 Masonry max. 3 Plaster max. 1.6</td>
<td>Once for app. Of C.A.A. &amp; ii there is change in source</td>
<td>IS 383-1988</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Soundness (with Na₂SO₃)</td>
<td>Not Exceed 12 % Concrete work Max 4 % Road works Max 10 %</td>
<td></td>
<td>IS 2116-1965</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Silt content</td>
<td>As per design</td>
<td>About 15 kg of sample to be collected from different portion of single consignment</td>
<td>IS 1542-1960</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D. Bulkage of Sand</td>
<td>As per design</td>
<td></td>
<td>IS 2386-p-1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E. Specific Gravity &amp; water absorption</td>
<td>Within by comparison with standard colour</td>
<td></td>
<td>1863 CL 3-40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>F. Organic impurities</td>
<td></td>
<td></td>
<td>IS 2886-1990</td>
</tr>
<tr>
<td></td>
<td></td>
<td>G. Water absorption</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Coarse Aggregates</td>
<td>A. Specific Gravity</td>
<td>For concrete for road work 2.5 to 3.00 Base Wearing course 25 % 25 % 17 %</td>
<td>Once for app. Of C.A.and if there is change in source</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Crushing value</td>
<td>30 % 30 %</td>
<td>About 50 kg of sample collected at random from various parts of the consignment</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Impact value</td>
<td>23 % 23 % 17 %</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>D. Los angles abrasion</td>
<td>Not exceed 5% Not exceed 2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>E. Absorption</td>
<td>i) Loss with sodium concrete WBM BT sulphate 5 cycles Max 15 %</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>F. Soundness</td>
<td>ii) Loss with magnesium max 33 % max 18% sulphate (5 cycle) concrete WBM MT Max 5 % max 5 % for trap Max 2% Max 12 % for metal Max</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>G. Water absorption</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Material</td>
<td>Test</td>
<td>Acceptance Criteria/specified results</td>
<td>Test frequency sampling</td>
<td>Test method</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------</td>
<td>----------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>4.</td>
<td>Ordinary cement</td>
<td>A. Specific Gravity</td>
<td>3.1 to 3.15</td>
<td>One for each consignment of 50 MT or part thereof</td>
<td>IS 4031-1968 CL 13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Fineness by sieving</td>
<td>5 % max for PPC, 10 % max for OPC</td>
<td></td>
<td>IS 4031-1968 CL 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Initial setting time final setting time</td>
<td>Not less than 30 minutes (initial)</td>
<td></td>
<td>IS 4031-1968 CL 7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D. i) soundness (lechatelier)</td>
<td>Note more than 600 minutes (final)</td>
<td></td>
<td>IS 4031-1968 CL 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Soundness (autoclave)</td>
<td>Expansion not more than 10 mm</td>
<td></td>
<td>IS 4031-1968 CL 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E. Compressive strength</td>
<td>Expansion not more than 0.8 %</td>
<td></td>
<td>IS 4031-1968 CL 6 Field test</td>
</tr>
<tr>
<td></td>
<td></td>
<td>F. Consistency</td>
<td>IS grade 3 days Kg/cm² 7 days Kg/cm² 28 days Kg/cm² 269 (OPC) 33 160 220</td>
<td>Testing to be done when considered for each set of test about 10 kg sample to be</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>G. Adulteration Test</td>
<td>308 330 310 PPC 8112(OPC) 43 230 300 430 310 PPC 12269 OPC 53 270 370</td>
<td>collected from different bags at random.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>530 310 PPC Not more than 30 %</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>When Heated on steel plate on stove for 20 minutes the sample should not</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>change colour.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Mild Steel</td>
<td>A. Ultimate tensile strength</td>
<td>Not less than 42 kg/mm²</td>
<td>For tensile test one sample per 25 tones or change in dia length of specimen up to</td>
<td>IS 432-1967</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Elongation</td>
<td>For bars under 10 mm in dia not less than 20 % and for bars 10 mm and</td>
<td>15 mm dia = 9dia above 25 mm dia = 4.5 x dia length per 5 tonnes.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Cold Bent Test</td>
<td>over in dia 23 % mim not fracture should develop.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>High tensile steel</td>
<td>A. Tensile strength</td>
<td>Not less than 100 kg/mm²</td>
<td>As per I.S. 1090-1962.</td>
<td>IS 1990-1962.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Proof stress</td>
<td>80 to 90 % of Tensile strength</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Elongation</td>
<td>10 % Min</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Cement concrete</td>
<td>A. Concrete mix design</td>
<td>As per design requirement of grade of concrete (as per IS 456- of 1978)</td>
<td>Once for each grade of concrete and it change in material 6 cube dialy on 1st 3 days</td>
<td>IS 10262-1980 CL 2.3 &amp; 4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Crushing strength 28 days</td>
<td>For 1:2:4 ordinary grade 158 kg/cm²</td>
<td>and subsequently 3 cubes for every 6 cum for 3 days work when needed.</td>
<td>IS 816-1983 CL 4.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Slump</td>
<td>For other mixes and controlled concrete as specified in IS 456 of 1978.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Generally between 2.5cm to 12 cm however this depends on the location and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>mode of vibration etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Material</td>
<td>Test</td>
<td>Acceptance Criteria/specified results</td>
<td>Test frequency sampling</td>
<td>Test method</td>
</tr>
<tr>
<td>---------</td>
<td>----------</td>
<td>------</td>
<td>----------------------------------------</td>
<td>-------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>8.</td>
<td>Cement mortar</td>
<td>Crushing strength 28 days</td>
<td>1:3 127 to 211 kg/sqcm. 1:4 84 to 126 kg/sqcm. 1:5 56 to 84 kg/sqcm. 1:6 35 to 56 kg/sqcm.</td>
<td>Cement as per proportion sand 10 kg</td>
<td>Suggested by M.E.R.I.</td>
</tr>
<tr>
<td>9.</td>
<td>Hard Murum</td>
<td>A. P.I.  B. Sleve Analysis</td>
<td>About 6 or less  Passing through 80 mm .......... 95 % 25 mm.........2%</td>
<td>5 kg of sample</td>
<td>Suggested by M.E.R.I.</td>
</tr>
<tr>
<td>10.</td>
<td>Soft Murum</td>
<td>P.I.</td>
<td>About 10 or less</td>
<td>5 kg of sample</td>
<td>Suggested by M.E.R.I.</td>
</tr>
<tr>
<td>11.</td>
<td>Common burnt clay bricks</td>
<td>A. Crushing strength (Dry &amp; Wet)  B. Water Absorption  C. Efflorescence</td>
<td>Dry condition 1&quot; class bricks 43.7 kg/cm² 1st class bricks 39.33 kg/cm² Wet condition 29.52 kg/cm² 25.8 kg/cm² Less than 15%  Less than 20%</td>
<td>One set of tests required on every consignment of 50,000 or part 15 bricks to be chosen at random for testing from a lot of 50 bricks collected at random from total consignment.</td>
<td>IS 3495-P-I 1992 CL 4-2 IS 3495 P-II 1992 IS 3495-P-III 1992</td>
</tr>
<tr>
<td>12.</td>
<td>Masonary stone</td>
<td>Specific gravity  water Absorption  Compressive strength</td>
<td>Not less than 3 %  Not more than 5 %  1530 kg/cm² to 1890 kg/cm²</td>
<td>5 kg to 10 kg</td>
<td>IS 1122-1957 IS 1124-1957.</td>
</tr>
<tr>
<td>13.</td>
<td>Wood (Timber)</td>
<td>Moisture content</td>
<td>IS 287-1993 the maximum permissible moisture content for timber zone of PWD specification (A-16-5) a) Roof or floor, weather board – 20 % b) Joinery frames, staircase – 16 % c) Floor .......................... 12 %</td>
<td>Once for app of material at the beginning</td>
<td>IS 11215-1991 CL-IV</td>
</tr>
<tr>
<td>14.</td>
<td>Glazed tiles</td>
<td>Water absorption</td>
<td>Shall not be exceed 6 %</td>
<td>Set of tiles per 2000 tiles</td>
<td>IS 13630-1932</td>
</tr>
<tr>
<td>15.</td>
<td>Ceramic tiles</td>
<td>A. Water absorption  B. Thickness  C. Size tolerance length &amp; width  D. Thickness tolerance</td>
<td>Size in cm tile thickness in mm 20 x 10 7 20 x 20 7 30 x 30 8 40 x 40 8 + 0.5% 8 + 5%</td>
<td>Set of tiles per 2000 tiles</td>
<td>IS 13755-1993.</td>
</tr>
</tbody>
</table>
GENERAL SPECIFICATION FOR WATER PROOFING.

Rate for respective items shall included for the additional specification:

(1) The work of water proofing described in the following item shall be carried out by the contractor only through a renowned specialist water proofing agency using cement waterproofing compounds, as approved in writing by the Executive Engineer.

(2) The contractor shall give before actual execution, detailed specifications for each item of work or water proofing to be executed according to the specifications of the specialist agency the proposes to employ, for approval the work shall not be started unless approval in writing is given by the Engineer-in-charge to the said specification.

(3) The contractor shall give a guarantee bond on requisite stamp paper for a minimum period of 7 year for all the times of waterproofing done. During the guarantee period the contractor shall entirely be responsible to rectify any defect as his own cost have maintain the work in waterproof condition. The waterproofing contractor shall also shave to make good all the surrounding disturbed by him during the rectification work at his own cost. The form of writing guarantee shall be on a legal stamped agreement acceptable to the Government the guarantee shall be give within one month form the date of completion of waterproofing treatment but any delay in furnishing the guarantee shall not relive the contractor form the implications of this clause.

(4) 25% Twenty Five percent of the cost of the waterproofing work executed shall be retained as “Retention Money ” for a period of seven years covering the guarantee and the same shall be released only after satisfactory performance of the treatment during guarantee period of 7 years.

(5) The waterproofing agency shall provide and install at its own cost the following for its own use and remove the same after completion of the work:
   (i) The pumps electrical/ diesel operated for watering and curing at any level in the building. Curing for all items shall be carried out for minimum period of 14 days.
   (ii) Temporary Mild Steel water storage tanks.
   (iii) Temporary galvanized iron piping and fittings for water line.
(iv) Flexible hose lengths.
(v) Cement godown, site office.
(6) Injection to reinforced cement concrete slab, wherever required have to be undertaken by the contractor free of cost.
(7) Before starting the waterproofing work, the surface receiving the treatment shall be cleaned properly.
(8) The item of waterproofing as given in the Schedule “B” applies for work in any position and no any floor and at height. The lift of materials shall not form any criteria for extra payments.
(9) For the reference of contractor, guideline Specifications for waterproofing is attached herein with the General Specifications.
GENERAL GUIDELINES FOR WATER PROOFING WORK FOR REFERENCE OF CONTRACTOR

NOTE: THE CONTRACTOR IS REQUIRED TO GIVE DETAILED SPECIFICATION FOR EACH OF WATERPROOFING WORKS.

1. **ROOF SLAB AND TERRACE**:
   Providing average 112 mm thick cement based waterproofing treatment with brickbat Coba bedding by keeping one treatment minimum 75 mm. thick at the rain water pipe point and keeping the gradient not flatter than 1 to 100.

   (a) Cleaning the surface to the requirements.
   (b) Giving a cost of wash mixed with cement.
   (c) Providing 12 mm thick cement mortar bed with admixture of waterproofing compound to form a bed for brickbats. Special care shall be taken at the junction of parapet and terrace slab to ensure gaps, if any, are properly sealed.
   (d) Placing brickbats of varying size (average 80 mm. thick) to a proper slope and grouting their joints with chemical process in cement mortar with 2% with waterproofing level of waterproofing compound.
   (e) Providing all around the terrace large waterproofing watts (rounding) upto a height of 30 cm. in P.C.C. or as directed above the finished treatment.
   (f) Finishing and curing for 14 days.
   (g) Carrying out the test. Payment for the item shall be released only after results of pond test are satisfactory.

2. **Toilets**
   (a) Cleaning the surface to the Department’s requirements
   (b) Giving a coat of wash mixed with cement.
   (c) Providing 25-mm. thick waterproof treatments to the bottom of toilet floors.
   (d) Providing 20 mm. to 25-mm. thick cement mortar waterproof treatments to the walls of toilets up to the height of 1.00 m. above the finished floor level.
   (e) Providing waterproof watts all around the toilets.
   (f) Grouting the mouths of inlets and outlets.
(g) Filling suck portion with brick including waterproof mortar and the top surface left rough to form a key for tiles.

3. **OVERHEAD TANK:**

The work under some items in Schedule “B” of the tender pertains to construction of underground / overhead water tank. After completion of the work, water tank as a whole shall be tested for water tightness and leakages if any shall be rectified forthwith without any extra cost to the Department.
SPECIFICATION FOR FORMWORK AND STEEL CENTERING:

1.0 FORMWORK:
   (I) **Formwork**: Form work shall include all temporary form of moulds required for forming the concrete which is cast in situ together with all temporary construction required for their support. Unless otherwise stated all formwork shall conform to I.S. Specifications.

2.0 Design of form work: Formwork including complete false work shall be designed by the contractor in accordance with I.S.: 2750, 4041 and all other relevant I.S. Codes without any extra cost to the Employer and these shall be got approved from the Engineer before any formwork is taken up.

2.1 The contractor shall entirely be responsible for the adequacy and safety for work notwithstanding any approval or review by the Engineer for approval.

3.0 Quality of shuttering: The shuttering shall have smooth and even surface and its joints shall not permit leakage of cement slurry.

3.1 Ply board shuttering material to be used for sides of beams and columns shall be marine or laminated plywood well seasoned free from projecting nails, splits or other defects that may mark on the surface of concrete. It shall not be so dry as to absorb water from concrete and swell and bulge, or so green or wet as to shrink after erection. Mild steel plates or plywood shall be used for slab and beam bottoms.

3.2 The timber shall be accurately sawn and planed on the sides and the surface coming in contact with concrete.

3.3 So far as practicable clamps shall be used to hold the forms together. Where use of nails in unavoidable minimum number of nails shall be used and these shall be left projecting so that they can be easily withdrawn. Use of double headed nails shall be preferred.
4.0 **TOLERANCE:**

4.1 The form work shall be made so as to produce finished concrete true to shape, levels, plumb and dimensions as shown on the drawings, subject to the following tolerance unless otherwise specified in these documents or drawings or as directed by Engineer.

(a) Section dimensions = 5 mm.
(b) Plumb = 1 in 1000 of height.
(c) Levels = 3 mm. before any deflection has been taken place.

4.2 Tolerance given above are specified for local aberrations in the finished concrete surface and should not be taken as tolerance for the entire structure taken as a whole or for the setting and alignment of formwork, which should be as accurate as possible o the entire satisfaction of the Engineer. Errors it noticed in any lift/ tilt of the structure after stripping of forms shall be corrected in the subsequent work to bring back the surface or the structure to its true alignment.

5.0 **SPECIAL PROVISION:**

Whenever the concreting of thinner members is required to be carried out within shutter of considerable depth, temporary openings in the sides of the shutter shall, if so directed by the Engineer be provided to facilitate the pouring and consolidation of the concrete. Small temporary openings shall be provided as necessary at the bottom of shutters of walls and deep beams to permit the expulsion of rubbish etc.

6.0 **REMOVAL OF FORMWORK:**

The formwork shall be so removed as not to cause damage to concrete. Centering shall be gradually and uniformly lowered in such a manner as to avoid any shock or vibration. Supports shall be removed in such a manner as to permit the concrete to take stresses due to its own weight uniformly and gradually.
The whole of the formwork removed should be planned and definite scheme of operation worked out. Under no circumstance should forms be struck until the concrete reaches a strength of at least twice the stress to which the concrete may be subjected at the time for striking but not before he period as mentioned in I.S. 456 1978 where ordinary Portland cement is used.

II. STEEL CENTERING:

1. Work include: Erecting steel centering with contractor’s materials comprising of standard steel adjustable props and standard steel trusses / joints / spans, centering plate for bottom of slab and steel plates for bottom of beams etc. of adequate strength properly balanced for obtaining adequate rigidity to withstand all loads coming on it including permanent and temporary fixtures and fastenings etc. complete for R.C.C members like beams, slabs and canopy including its removal after the specified period stacking, making good the damaged parts / its replacement before its next use with all leads and lift (all centering material shall be of contractor).

1.1 For R.C.C. beams, lintels, arches etc. formwork shall be of plywood of adequate thickness and grade only. The centering / supporting arrangement such as standard steel trusses / joints. Spans standard adjustable / fixed props. H Type frames etc. shall be designed by the contractor and got approved from the Engineer before commencement of its erection. The contractor with prior approval of the Engineer shall use standard steel centering arrangement, which may be manufactured by the reputed firm.

1.2 The supporting arrangement designed by the contractor shall be conform to the relevant I.S. code and standard practice adopted in this type or work. The centering arrangement shall be adequately braced and properly secured by using appropriate type of fastenings and fixtures to ensure stability and rigidity of the centering to withstand all load coming on it. The entire responsibility for design. Erection, maintenance and safety etc. will
exclusively rest with the contractor. The Engineer reserve right to call detailed design calculations of the entire centering or part there of the verify its stability and also reserve right to reject to entire centering arrangement or part there or and any material used for the centering in the event of which the contractor shall have to arrange for its replacement at his own cost.

2. **ITEM TO INCLUDE:**

The item shall include erection of centering with M.S. props, struts with all bracing’s fastening and fixtures its removal after the specified period and its safe maintenance during the above period, cost of safety precautions required to be taken for the workmen and Government property, stacking material after suitable place, replacement of damaged/ warned out parts, cleaning etc.

2.1 The material used for centering shall be the property of contractor and shall be allowed to be taken away after completion of work.

2.2 The centering, supporting arrangement should be designed by the contractor. He may make use of the standard centering arrangement made by standard manufacturer such as Acro blue bird. All the relevant codes etc. will be followed and appropriate centering may be suggested.

The rate should all including temporary / permanent arrangement including temporary fastening and fixtures. The centering material should be of contractor and he should take away from the site of work after completion or work, isolated lintels less than two meters in length chajja and plinth beam shall not be paid for centering under this item. The payment to the extent of completed R.C.C. work shall only be made irrespective of quantity of centering material procured by the contractor at the work site.
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 Nanded 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) Cement component
(6) C.I. and D.I. Pipe Component

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

(1) **Labour Component** - **K1** 00.00 %
(2) **Material Component** – **K2** 00.00 %
   *(Other than star rate material)*
(3) **Petrol, Oil and Lubricants Component** - **K3** 00.00 %
(4) Bitumen Component  Actual
(5) Cement component  Nil
(6) C.I. and D.I. Pipe Component  Nil
Note: If Cement, Steel, Bitumen, C.I. & D.I. pipes are supplied on Schedule 'A', then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.

1 Formula for Labour Component

\[ V_1 = 0.85 \frac{P}{100} \left( k_1 \times \frac{L_1 - L_0}{L_0} \right) \]

Where

- \( V_1 \) = 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.

1) Cement Rs. 6400.00 Metric tonne
2) TMT steel Rs. 48080.00 Metric Tonne

\( K_1 \) = Percentage of labour component as indicated above.

\( L_0 \) = Basic Consumer price index for Nanded centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

\( L_1 \) = Average consumer price index for Nanded centre for the quarter under consideration.

2 Formula for Materials Component:

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

Where,\n
- \( V_2 \) = Amount of price variation in Rupees to be Allowed for Materials component.
- \( P \) = Same as worked out for labour component.
\[ K_2 = \text{Percentage of material component as indicated above.} \]

\[ M_0 = \text{Basic wholesale price index shall be average wholesale price index for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls} \]

\[ M_1 = \text{Average wholesale price index during the quarter under consideration.} \]

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

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

Where

- \( V_3 \) = Amount of price variation in Rupees to be allowed for POL component.
- \( P \) = Same as worked out for labour component.
- \( K_3 \) = Percentage of Petrol, Oil & Lubricant Component.
- \( P_0 \) = Average price of HSD at Mumbai during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.
- \( P_1 \) = Average price of HSD at Mumbai during the quarter under

4. **Formula for cement component:**

\[ V_6 = \frac{C_0 \times (C_{1} - C_{0}) \times T}{C_{0}} \]

\[ V_6 = \text{Amount of price escalation in Rupees to be allowed for cement component.} \]

- \( C_0 \) = Basic rate of cement in rupees per metric ton as considered for working out value of \( P \).
- \( C_{1} \) = Average cement index published in RBI Bulletin for the quarter under consideration.
- \( C_{0} \) = Average of cement index published RBI Bulletin for the quarter preceding the month in which the last date
prescribed for receipt of tender, falls.

\[ T = \text{Tonneage of Cement used in the permanent works for the quarter under consideration.} \]

5) **Formula for TMT / Mild / HYSD Steel component.**

\[ V_5 = \frac{S_0 (S_{I1} - S_{I0})}{S_{I0}} \times T \]

Where,

\[ V_5 = \text{Amount of price variation in Rupees to be allowed for HYSD / Mild Steel component.} \]

\[ S_0 = \text{Basic rate of HYSD / Mild Steel in rupees per metric ton as considered for working out value of} \ P \]

\[ S_{I1} = \text{Average Steel Index as per RBI Bulletin during the quarter under consideration.} \]

\[ S_{I0} = \text{Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls} \]

\[ T = \text{Tonneage of steel used in the permanent works for the quarter under consideration.} \]

**The following conditions shall prevail:**

i) The operative period of the contract shall mean the period commencing from the date of work order issued to the contractor and ending on the date on which the time allowed for the completion of the works specified in the contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer as regards the operative period of the contract shall be final and binding on the contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be
worked out by pegging the indices, L₁, M₁, C₁, P₁, B₁, S₁ and C₁ to the
leaves corresponding to the date from which such compensation is
levied.

ii) This price variation clause shall be applicable to all contracts in B₁/B₂ &
C 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 prevalent at that time on year to year basis
or revised in accordance with mutual agreement thereon, as provided for
in the contract, whichever is less.

iv) This clause is operative both ways, i.e. if the price variation as calculated
above is on the plus side, payment on account of the price variation shall
be allowed to the contractor and if it is on the negative side, the
government shall be entitled to recover the same from the contractor
and the amount shall be deductible from any amounts due and payable
under the contract.

v) To the extent that full compensation for any rise or fall in costs to the
contractor is not entirely covered by the provision of this or other clauses
in the contract, the unit rate and prices included in the contract shall be
deemed to include amount to cover the contingency of such other actual
rise or fall in costs.
Name of Work: Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

SCHEDULE -A

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

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of Material</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rates in Figure</th>
<th>Rate in words</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>****  NIL *****</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: All material is to be brought by the contractor at his own cost condition for materials brought by the contractor is attached separately.

Executive Engineer
P.W. Division, Hingoli
ADDITIONAL CONDITIONS FOR MATERIALS (CEMENT, M.S., H.Y.S.D. BARS, BULK ASPHALTS ETC.) TO BE BROUGHT BY CONTRACTOR.

1. All materials such as cement, Mild Steel, HYSD bars, bulk Asphalt etc. required for execution of work shall be brought by Contractor at his own cost.

2. The contractor shall maintain the record of these materials (Cement, steel, Bulk asphalt etc.) in the prescribed proforma and registers as directed by Engineer in charge. The samples of prescribed proforma is attached at the end Page No. 105 to 108. These registers shall be signed by both contractors and representative of Engineer in charge. These registers shall be made available for inspection, verification for the deptt. As and when required. These registers shall be in the custody of department and shall be maintain by the department.

3. The material required only for this work shall be kept in the godown at site No material shall be shifted out side of the godown except for the work for which this agreements is entered without prior approval of the Engineer in charge.

4. The material i.e. cement, steel, bulk asphalt etc. brought on the work site shall be accompanied with the necessary Company/Manufacturing firm’s test certificates. In addition these material shall be tested as per frequency prescribed by the Department and the cost of such testing shall be bourned by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at contractor’s cost. In case of cement, If so requested by the Contractor in writing, materials will be allowed to be used before receipt of the test results but this will be entirely at the risk and cost of the contractor.
5. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase, Octroi receipts etc. for the purchase of material brought on the work site at once if so requested by the Department.

6. All these materials i.e. cement, steel, Bulk asphalt etc. shall be protected from any damages, rains etc. by the contractor at his own cost.

7. The contractor will have to erect temporary shed of approved specification for storing of above materials at work site at contractors cost having double lock arrangement (By Double lock it is meant that godown shall always be locked by two locks, one lock being owned & operated by contractor & other by Engineer in charge or his authorized representative and the door shall be openable after both locks are opened).

8. If required, the weighment of cement bags/steel/bulk asphalt bouzers etc. brought by the contractor shall be carried out by the contractor at his own cost.

9. The contractor shall not use cement and other material for the items to be executed outside the scope of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this works as may be decided by the Engineer in charge.

10. The Govt. shall not be responsible for the loss in cement, steel, bulk asphalt etc. during transit to work site. The cement brought by the contractor at the work site store shall mean 50 kg. equivalent to 0.0347 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary controlled concrete, if cement is found short, the shortage/shortages will be make good by the contractor at his cost.

11. **Indemnity:**

    The condition regarding indemnity as defined on Page No. 65 at Sr. NO. 4 will apply mutates mutandis in case of material brought by contractor...
at the site for the execution of the work being executed under this contract.

12. In case the materials brought by the contractor become surplus owing to the change in the design of the work the material should be taken back by the contractor at his own cost after prior permission of the Engineer in charge.

13. All empty cement bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after the completion of work.

14. R.C.C. pipes required for the construction of C.D. works (including in this work) should be purchased by the contractor from MSSIDC only.
बाजूचूरांच्या आवक आणि खऱ्यांचा हिसोब दर्शविणारी नांदवही क्र. ?

कामाचे नाव :
मागील सप्ताहांपासून कामाच्या ठिकाणी असलेली शिल्लक

आवक आणि खऱ्यांचा हिसोब

<table>
<thead>
<tr>
<th>संख्या</th>
<th>संख्या</th>
<th>संख्या</th>
<th>दिवसाच्या अखेरीस कामाच्या अखेरीस शिल्लक राहिलेली पोटी</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

कंत्राटदारांची सही  आवेकाची सही
नॉदवही क्र. 2

निरविरोध वारीबार आठवड़ा उपयोगात आणणे आवश्यक असलेली सिमेंट के परिमाण व प्रत्यक्षात आणलेले परिमाण यांची तैयार करण्यासाठी कोष्ठक आठवडचामध्ये एकूण कामाचे अंदाजे परिमाण.

1. सिमेंटच्या गिलावटातील 1.5 भागाची डावीस्थी गवळी काम
2. प्रचलित कंक्रीत (आर.सी. सी.) तुल्या सिमेंटच्या अथवा सिमेंटच्या गिलावा

--------------------------- रेजी संपर्काच्या आठवडचासाठी गोष्टवारा ---------------------------

<table>
<thead>
<tr>
<th>†. क्र.</th>
<th>नाव</th>
<th>केलेब्या</th>
<th>कामाचे परिमाण</th>
<th>वापरणे आवश्यक</th>
<th>प्रत्यक्ष परिमाण</th>
<th>प्रत्यक्ष परिमाण</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>एकूण परिमाण</td>
<td>एकूण परिमाण</td>
<td>(याच्या प्रत्येक वेळी संख्येत)</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

कंजातदाराची सही  आवेकाची सही
नोंदवऱ्या क्र. १

................................. रोजी संपादनाची महिला महिला विभागाच्या आपल्या, जावक आणि शिल्क विभागाचे -

................................. कामाचे चिकित्सा नाव .............. कामाचे नाव ..............

..............................................................

| मागील महि- | प्रकार आणि परिमाण | प्रकार आणि परिमाण |
| न्यायापासून | ("धामले") | ("धामले") |
| कामाचा | प्रकार | प्रकार |
| विक्रमाणी | परिमाण | परिमाण |

................................. रोजी संपादनाची महिला महिला महिला महिला आपल्या,

जावक आणि

शिल्क

| प्रकार | प्रकार | प्रकार |
| प्रत्येक देवरीची वेळेची शिल्क | प्रत्येक देवरीची वेळेची शिल्क | प्रत्येक देवरीची वेळेची शिल्क |
| प्रत्येक देवरीची वेळेची शिल्क | प्रत्येक देवरीची वेळेची शिल्क | प्रत्येक देवरीची वेळेची शिल्क |
| प्रत्येक देवरीची वेळेची शिल्क | प्रत्येक देवरीची वेळेची शिल्क | प्रत्येक देवरीची वेळेची शिल्क |

एकूण | एकूण | एकूण | एकूण |
नंदवही क्र. २

........................... रोजी संपणात्मा महिन्यामध्ये पोलादाची किती परिमाण वेगवेगळ्या बारीवर उपयोगात आणण्यास पाहिजे होते व प्रत्यक्षात किती परिमाण वापरलेले ही तुलना करण्यासाठी आवश्यक असलेली गणना.

<table>
<thead>
<tr>
<th>अ. क्र.</th>
<th>केलेल्या कामाचे अंदाजे परिमाण</th>
<th>संकल्पनचार्याचे पायरणे आवश्यक</th>
<th>प्रत्यक्षात परिमाण (टनामध्ये)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

निष्ठ /शाखा अभियंताची सही

CONTRACTOR  NO. OF CORRECTIONS  EXECUTIVE ENGINEER
QUALITY ASSURANCE AND MAINTENANCE MANUAL

To ensure the specified quality of work which will also include necessary survey temporary works etc. The contractor shall prepare a quality assurance plan and get the same approved by the Engineer – in – charge within one month from the date of work order. For this, the contractor shall submit an organization chart of his technical personnel to developed on the work along with their qualifications job descriptions defining the functions or reporting, supervising, inspecting and approving. The contractor shall also submit the list of tools equipment and the machinery and instrumentation which he propose to use for the construction and for testing in the field and / or in the laboratory and monitoring. The contractor shall modify /supplement the organization chart and the list of machinery, equipment’s etc. as per the directions of Superintending Engineer and shall deploy the personnel and equipment on the field as per the approved chart and the list respectively.

The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specifications. He will have get these approved from the Engineer – in – charge, The quality of the work shall be properly documented through certificates, records, check lists and log books of results etc. Such as records shall be complied from beginning of the work and be continuously updated and supplemented and this will be the responsibility of the contractor. The forms should be got approved from the Engineer – in – charge.

The contractor shall prepare detailed, completion drawing after completion of the work. He shall also prepare and submit a maintenance works including inspections. tools and equipment to be used, means of accessibility for all parts of structure. He shall also include in the manual the specifications for the maintenance work that would that would be appropriate for the technique of construction. This manual shall be submitted within the contract period.
**Name of Work:** Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

**work and site condition**

The labour are available at reasonable rates & within reasonable leads. The rainfall is normal in this area.

The existing quarry of material for the work is to be verified by the contractor himself before arriving rates. The details regarding these aspect are subjective & to be verified by the contractor. Other details are provided in the tender documents.

The site is approachable in all season the manpower and material required for construction purpose is available within the vicinity & reasonable price in normal condition.
**NAME OF WORK :** Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

**SCHEDULE - B**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description of Item</th>
<th>Rate in Figures</th>
<th>Rate in words</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>88.00</td>
<td><strong>Item No.1:</strong> Providing and fixing horizontally operative Main velvet curtain in two sections, with overlaps of 0.6 mtr (W) at centre and at both the sides, each finished section of approximate size of 7.7 mtr (W) \times 5.6 mtr (H) including overlaps, stitched using velvet cloth and back lining cloth of approved make, quality and colour, stitched using cloth 1.75 times the width of finished width, gathered and folded in plates to form velour's and finished to required finished dimensions, the top edge of curtain reinforced using 38 mm (W) Navar tape and hooks provided at every 0.3 mtrs. 2 Nos. of golden satin silk cloth borders of 75 mm (W) and 100 mm (W) stitched on lower front part of curtain for décor as per instructions, complete as per drawings/instructions and to the approval of consultants</td>
<td>1210.00</td>
<td>Rupees One Thousand Two Hundred Ten And Paise Nil Only.</td>
<td>Per Square Metre</td>
<td>106480.00</td>
</tr>
<tr>
<td>75.00</td>
<td><strong>Item No.2:</strong> Providing and fixing flat type (i. e. without plates) Middle curtain using cotton drill/Tapestry cloth of approved make colour and quality, of approximate size of 13.0 m (W) \times 5.6 m (H), with 38 mm (W) Navar tape reinforcement at the top edge, cotton Ribbons of 300 mm length at every 0.45m fixed to the top edge and bottom edge, 1 no. class 'A' G I Pipe of light grade and light weight (for non hydraulic use) having O.D about 45 to 50 mm fixed to the bottom edge of the curtain with Ribbons; the top edge of the curtain to be fixed with ribbons to already existing G. I. Pipe (which is provided in the item of drapery mechanism); work to be done as per drawings/instructions and to the approval of consultants</td>
<td>535.00</td>
<td>Rupees Five Hundred Thirty Five And Paise Nil Only.</td>
<td>Per Square Metre</td>
<td>40125.00</td>
</tr>
<tr>
<td>Quantity</td>
<td>Description of Item</td>
<td>Rate in Figures</td>
<td>Rate in words</td>
<td>Unit</td>
<td>Amount</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------</td>
<td>-----------------------------------</td>
<td>---------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>150.00</td>
<td><strong>Item No.3:</strong> Providing and fixing flat type (i.e..without plates) Back curtains using cotton drill/Tapestry cloth All the specifications and details same as in item 2 above.</td>
<td>535.00</td>
<td>Rupees Five Hundred Thirty Five And Paise Nil Only.</td>
<td>Per Cubic Metre</td>
<td>80250.00</td>
</tr>
<tr>
<td>55.00</td>
<td><strong>Item No.4:</strong> Providing and fixing flat type (i.e. without plates) Cyclorama Screen stitched using mercerized fine cotton poplin white cloth of approved make and quality, of approximate size of 11 mtr (W) X 5.0 mtr. (H), with 38 mm (W) Navar tape reinforcement at the top edge and cotton ribbons of 300 mm length at every 0.45 mtr., fixed to the top edge and bottom edge, 1 No. class ‘A’ G I pipes of light grade and light weight having approximate O.D. about 45 to 50 mm fixed to the bottom edge of the screen with ribbons. the top edge of the curtain to be fixed with ribbons to already existing G. I. Pipe (which is provided in the item of drapery mechanism); The work to be completed as per drawings/directions by consultants/</td>
<td>564.00</td>
<td>Rupees Five Hundred Sixty Four And Paise Nil Only.</td>
<td>Per Square Metre</td>
<td>31020.00</td>
</tr>
<tr>
<td>120.000</td>
<td><strong>Item No.5:</strong> Providing and fixing Frills (zalars) made of cotton drill/tapestry cloth of approved make, quality and colour, stitched using 2 times width of cloth folded to form plates (Velour’s) and finished to required width. The top edge of frill reinforced using 38 mm (W) Navar tape, and stitching 300 mm long cotton ribbons (of same colour) at 0.45 mtr C/C etc. complete as per drawings and directions of consultant/as per approximate finished dimensions as under: 3 No. frills - each 14 mtr(W) X 1.5 mtr (H). 2 No. frills - each14.0 mtr.(W) X 1.8 Mtr.(H).</td>
<td>780.00</td>
<td>Rupees Seven Hundred Eighty And Paise Nil Only.</td>
<td>Per Square Metre</td>
<td>93600.00</td>
</tr>
<tr>
<td>Quantity</td>
<td>Description of Item</td>
<td>Rate in Figures</td>
<td>Rate in words</td>
<td>Unit</td>
<td>Amount</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>----------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>12.00</td>
<td><strong>Item No.6:</strong> Providing and fixing Front Decorative Frill (Zalar); (to be fixed ahead of Velvet Curtain) made of golden satin silk cloth of approved make and colour, stitching using 2 times width of cloth to form plates (Velour’s) all other details same as in cotton frills in item 3 above, complete as per drawing and directions of consultant/approximate finished dimensions as under: 1 No. frill X 15.0 Mtr (W) X 0.8 Mtr (H).</td>
<td>713.00</td>
<td>Rupees Seven Hundred Thirteen And Paise Nil Only.</td>
<td>Per Square Metre</td>
<td>8556.00</td>
</tr>
<tr>
<td>145.00</td>
<td><strong>Item No.7:</strong> Providing &amp; fixing Sets of Side Wings as per dimensions given further, made of Deodar wooden frame using strips of 100 (W) x 25 mm (Thick), with minimum 3 Nos. intermediate cross supports, with necessary bracings at corner and at intermediate supports as required, suitable metal rollers 2 Nos. per frame at bottom edge, Cotton Drill/Tapestry cloth fitted on one side of the frame. The wooden frame shall be painted by same colour that of cloth colour to match the frame with cloth in colour etc. complete as per drawings and directions of consultants/Engineer in charge; as per approximate dimensions as under: A) 20 No. Panels of approximate size of 1.37 mtr. (W) X 5.0 Mtr (H). Each. B) 4 Nos. swinging panels (Tormetors) of approx. size 0.8 mtr (W) X 4.75 mtr (H) Each. [swinging panels to be fixed to 4 panels of A) with detachable hinges and a roller at bottom edge].</td>
<td>950.00</td>
<td>Rupees Nine Hundred Fifty And Paise Nil Only.</td>
<td>Per Square Metre</td>
<td>137750.00</td>
</tr>
<tr>
<td>27.00</td>
<td><strong>Item No.8:</strong> Providing and fixing Dual Sliding Guides for sliding wings each guide having 3 Nos. wooden strips of 0.2 mtr. (H) and 0.15 width, with various running lengths between 2.0 R/Mtr. To 2.8 R/Mtr. as required at site. Total 10 Nos. dual guides.</td>
<td>995.00</td>
<td>Rupees Nine Hundred Ninety Five And Paise Nil Only.</td>
<td>Per Running Metre</td>
<td>26865.00</td>
</tr>
</tbody>
</table>
### Item No.9:
**MACHINERY FOR DRAPERY**

**i)** Providing and fixing Automatic Motorised Curtain Control System for Horizontally operating velvet curtain in two sections consisting ISI approved 230 Volt single phase ½ HP forward / reverse AC induction motor with worm-gear drive, 3 stepped pulleys set for speed selection with V belt, with built-in electrical wiring using limit switches for automatic stops in centre and at sides, with 2 Nos. multiple contact air circuit breakers of approved make, grooved drum, handle for manual operation in case of power failure, with 3 push buttons remote control station for close, open, stop operation etc. complete as per drawings instructions and to the approval of consultants/ Engineer in charge, inclusive of:

**ii)** Providing sliding rail track system of 10 Gauge / 3 mm thick 38 mm X 38 mm extruded aluminium square tube with extra lengths beyond proscenium and overlaps in centre, with single running bogies at every 0.3 mtr., master bogies at central ends, required length of 4 mm dia, 5/7 core galvanised steel wire rope, end pulleys, direction changing pulleys etc. complete as per drawings / instructions of consultants / Engineer in charge.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description of Item</th>
<th>Rate in Figures</th>
<th>Rate in words</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>Item No.9:</td>
<td>97713.00</td>
<td>Rupees Ninety Seven Thousand Seven Hundred Thirteen And Paise Nil Only.</td>
<td>Per Number</td>
<td>97713.00</td>
</tr>
<tr>
<td>Quantity</td>
<td>Description of Item</td>
<td>Rate in Figures</td>
<td>Rate in words</td>
<td>Unit</td>
<td>Amount</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>-----------------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>4.00</td>
<td><strong>Item No.10:</strong> Providing and fixing <strong>Automatic Motorised Control System for Vertical up/down movement of curtain/light bars</strong> consisting 2HP, 230 V AC forward/reverse induction motor with worm-gear drive in oil bath and with built-in electrical wiring using limit switches and two nos. multiple contact air circuit breakers for automatic stops at lowest/highest ends, 3 nos. push button station for up/stop/down in motion activation, with 4 or 5 nos. of 4 mm dia 5/7 fibre galvanised steel wire ropes suspending supports, with 45 to 50 mm dia O.D. class 'A' galvanised GI pipe of light weight and light grade (non hydraulic use) with multiple nos. of sieve pulleys, direction changing pulleys etc. work inclusive of installation commissioning, providing foundation to machine etc. complete as per drawings/instructions and to the approval of consultants/site engineer in charge.</td>
<td>100683.00</td>
<td>Rupees One Lacs Six Hundred Eighty Three And Paise Nil Only.</td>
<td>Per Number</td>
<td>402732.00</td>
</tr>
<tr>
<td>11.00</td>
<td><strong>Item No.11:</strong> Providing and fixing <strong>Manually Operated Worm-Gear Drive System for up-down movement of light bars / Zalar Bars / Microphone Bars</strong> of class 'A' GI pipe of of light weight and light grade (non hydraulic use), of O.D. about 45 to 50 mm dia with 4 or 5 Nos. supports of 4 mm dia galvanised steel wire ropes, multiple Nos. of sieve pulleys, direction changing pulleys etc. with worm gear system capable of 300 KG load capacity, with grooved drum, handle for operation, partial counter weight if necessary etc. complete inclusive of installation, alignment as per drawing/ instructions of consultants/Engineer in charge.</td>
<td>43629.00</td>
<td>Rupees Forty Three Thousand Six Hundred Twenty Nine And Paise Nil Only.</td>
<td>Per Number</td>
<td>479919.00</td>
</tr>
<tr>
<td>105.00</td>
<td><strong>Item No.12:</strong> <strong>Resilient wooden stage flooring</strong> Providing and fixing 150 MM Thk. resilient wooden stage flooring consisting top layer of 25 mm thk. teakwood Planking with Tongue and Groove joints, with under-layer of particle board fixed on T. W. frame work, providing Rubber pads below main runners for resilience effect and laying glass wool mattresses between runners for absorption of cavity resonating sound.</td>
<td>7545.00</td>
<td>Rupees Seven Thousand Five Hundred Forty Five And Paise Nil Only.</td>
<td>Per Square Metre</td>
<td>792225.00</td>
</tr>
</tbody>
</table>
The top layer of Teakwood planks shall be of size 94 mm (w) x 25 mm (thk.) superior grade knot-free Seasoned Teak wood planking with Tongue and Groove joints in both directions, planks fixed with adhesive and blind nails on under-layer of 18 mm thk. exterior grade phenol bonded particle board, fixed on superior grade T.W. framework below; consisting main runners of size 63 mm x 97 mm placed at 450 mm c/c in one direction only, at right angle to the proscenium line: cross T.W. battens of size 50 x 50 mm fixed to main runners at right angle to main runners at 600 mm c/c, extra runners to be provided at perimeter, border edges of wooden flooring, Mike / Speaker Terminal boxes etc.

Main T.W. runners to be placed on 10 mm thk. Neoprene Rubber cushion pads of size 150 x 100 mm, placed at 750 mm c/c under runners, this assembly to be arranged properly to form accurate level of wooden flooring of 0.05% accuracy within longest length of flooring and matching in level with surrounding concrete flooring.

Acoustical Mattresses made of 50 mm thk. resin bonded glass wool of density 32 KG/Cu. Mtr. fully covered in bags of 3 mil thk. 80 GSM fibreglass cloth and mattresses to be laid on concrete flooring between runners.

All the wood work and particle boards to be treated on all sides and edges with approved make of anti-termite wood preservative, followed by one coat of varnish; top surface of T.W. planking to be provided with primer, followed by 2 coats of French polish, work inclusive of providing cut-outs with removable / hinged TW covers for terminal boxes of mikes / loudspeakers etc. complete as per drawings, detailed specifications, instructions and to the approval of consultant / site.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description of Item</th>
<th>Rate in Figures in words</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
</table>

**TOTAL AMOUNT** 2297235.00

Sub-Divisional Engineer  
P.W. Sub-Division, Basmath

Executive Engineer  
P.W. Division, Hingoli

Contractor          No. of correction Executive Engineer
NAME OF WORK: Providing Acoustic system, stage Drapery, Sound System, Auditorium Chairs, Wooden stage flooring, Air condition system fire fighting & fire Alaram System at Surmani Datta Chaughule Auditorium at Basmath (Balance work of Stage Dapery & Wooden floor)

## DETAILED ITEMWISE SPECIFICATION

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Specification &amp; Page No.</th>
<th>Additional Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item No.1:</strong> Providing and fixing horizontally operative Main velvet curtain in two sections, with overlaps of 0.6 mtr (W) at centre and at both the sides, each finished section of approximate size of 7.7 mtr (W) X 5.6 mtr (H) including overlaps, stitched using velvet cloth and back lining cloth of approved make, quality and colour, stitched using cloth 1.75 times the width of finished width, gathered and folded in plates to form velour's and finished to required finished dimensions, the top edge of curtain reinforced using 38 mm (W) Navar tape and hooks provided at every 0.3 mtrs. 2 Nos. of golden satin silk cloth borders of 75 mm (W) and 100 mm (W) stitched on lower front part of curtain for décor as per instructions, complete as per drawings/instructions and to the approval of consultants.</td>
<td>As Directed by Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td><strong>Item No.2:</strong> Providing and fixing flat type (i.e. without plates) Middle curtain using cotton drill/Tapestry cloth of approved make colour and quality, of approximate size of 13.0 m (W) x 5.6 m (H), with 38 mm (W) Navar tape reinforcement at the top edge, cotton Ribbons of 300 mm length at every 0.45m fixed to the top edge and bottom edge, 1 no. class ‘A’ G.I Pipe of light grade and light weight (for non hydraulic use) having O.D about 45 to 50 mm fixed to the bottom edge of the curtain with Ribbons; the top edge of the curtain to be fixed with ribbons to already existing G. I. Pipe (which is provided in the item of drapery mechanism); work to be done as per drawings/instructions and to the approval of consultants.</td>
<td>As Directed by Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td><strong>Item No.3:</strong> Providing and fixing flat type (i.e..without plates) Back curtains using cotton drill/Tapestry cloth All the specifications and details same as in item 2 above.</td>
<td>As Directed by Engineer in Charge</td>
<td></td>
</tr>
</tbody>
</table>

Contractor: No. of correction: Executive Engineer:
<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Specification &amp; Page No.</th>
<th>Additional Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item No.4:</strong> Providing and fixing flat type (i.e. without plates) Cyclorama Screen stitched using mercerized fine cotton poplin white cloth of approved make and quality, of approximate size of 11 mtr (W) X 5.0 mtr. (H), with 38 mm (W) Navar tape reinforcement at the top edge and cotton ribbons of 300 mm length at every 0.45 mtr., fixed to the top edge and bottom edge, 1 No. class 'A' G I pipes of light grade and light weight having approximate O.D. about 45 to 50 mm fixed to the bottom edge of the screen with ribbons. the top edge of the curtain to be fixed with ribbons to already existing G. I. Pipe (which is provided in the item of drapery mechanism); The work to be completed as per drawings/directions by consultants/</td>
<td>As Directed by Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td><strong>Item No.5:</strong> Providing and fixing Frills (zalars) made of cotton drill/tapestry cloth of approved make, quality and colour, stitched using 2 times width of cloth folded to form plates (Velour’s) and finished to required width. The top edge of frill reinforced using 38 mm (W) Navar tape, and stitching 300 mm long cotton ribbons (of same colour) at 0.45 mtr C/C etc. complete as per drawings and directions of consultant/as per approximate finished dimensions as under: 3 No. frills - each 14 mtr(W) X 1.5 mtr (H). 2 No. frills - each14.0 mtr.(W) X 1.8 Mtr.(H).</td>
<td>As Directed by Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td><strong>Item No.6:</strong> Providing and fixing Front Decorative Frill (Zalar); (to be fixed ahead of Velvet Curtain) made of golden sati silk cloth of approved make and colour, stitching using 2 times width of cloth to form plates (Velour’s) all other details same as in cotton frills in item 3 above, complete as per drawing and directions of consultant/ approximate finished dimensions as under: 1 No. frill X 15.0 Mtr (W) X 0.8 Mtr (H).</td>
<td>As Directed by Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td>Item No.7:</td>
<td>Description of Item</td>
<td>Specification &amp; Page No.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Providing &amp; fixing Sets of Side Wings as per dimensions given further, made of Deodar wooden frame using strips of 100 (W) x 25 mm (Thick), with minimum 3 Nos. intermediate cross supports, with necessary bracings at corner and at intermediate supports as required, suitable metal rollers 2 Nos. per frame at bottom edge, Cotton Drill/Tapestry cloth fitted on one side of the frame. The wooden frame shall be painted by same colour that of cloth colour to match the frame with cloth in colour etc. complete as per drawings and directions of consultants / Engineer in charge; as per approximate dimensions as under: A) 20 No. Panels of approximate size of 1.37 mtr. (W) X 5.0 Mtr (H). Each. B) 4 Nos. swinging panels (Tormetors) of approx. size. 0.8 mtr (W) X 4.75 mtr (H) Each. [swinging panels to be fixed to 4 panels of A) with detachable hinges and a roller at bottom edge].</td>
<td>As Directed by Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td>Item No.8:</td>
<td>Providing and fixing Dual Sliding Guides for sliding wings each guide having 3 Nos. wooden strips of 0.2 mtr. (H) and 0.15 width, with various running lengths between 2.0 R/Mtr. To 2.8 R/Mtr. as required at site. Total 10 Nos. dual guides.</td>
<td>As Directed by Engineer in Charge</td>
</tr>
<tr>
<td>Item No.9:</td>
<td>MACHINERY FOR DRAPERY i) Providing and fixing Automatic Motorised Curtain Control System for Horizontally operating velvet curtain in two sections consisting ISI approved 230 Volt single phase ½ HP forward / reverse AC induction motor with worm-gear drive, 3 stepped pulleys set for speed selection with V belt, with built-in electrical wiring using limit switches for automatic stops in centre and at sides, with 2 Nos. multiple contact air circuit breakers of approved make, grooved drum, handle for manual operation in case of power failure, with 3 push buttons remote control station for close, open, stop operation etc. complete as per drawings instructions and to the approval of consultants/ Engineer in charge, inclusive of:</td>
<td>As Directed by Engineer in Charge</td>
</tr>
</tbody>
</table>
### Description of Item

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Specification &amp; Page No.</th>
<th>Additional Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii) Providing sliding rail track system of 10 Gauge / 3 mm thick 38 mm X 38 mm extruded aluminium square tube with extra lengths beyond proscenium and overlaps in centre, with single running bogies at every 0.3 mtr., master bogies at central ends, required length of 4 mm dia, 5/7 core galvanised steel wire rope, end pulleys, direction changing pulleys etc. complete as per drawings / instructions of consultants / Engineer in charge.</td>
<td>As Directed by Engineer in Charge</td>
<td></td>
</tr>
</tbody>
</table>

**Item No.10:** Providing and fixing **Automatic Motorised Control System for Vertical up/down movement of curtain/light bars** consisting 2HP, 230 V AC forward/reverse induction motor with worm-gear drive in oil bath and with built-in electrical wiring using limit switches and two nos. multiple contact air circuit breakers for automatic stops at lowest/highest ends, 3 nos. push button station for up/stop/down in motion activation, with 4 or 5 nos. of 4 mm dia 5/7 fibre galvanised steel wire ropes suspending supports, with 45 to 50 mm dia O.D. class 'A' galvanised GI pipe of light weight and light grade (non hydraulic use) with multiple nos. of sieve pulleys, direction changing pulleys etc. complete as per drawings/instructions and to the approval of consultants/site engineer in charge.

**Item No.11:** Providing and fixing **Manually Operated Worm-Gear Drive System** for up-down movement of light bars / Zalar Bars / Microphone Bars of class ‘A’ GI pipe of of light weight and light grade (non hydraulic use), of O.D. about 45 to 50 mm dia with 4 or 5 Nos. supports of 4 mm dia galvanised steel wire ropes, multiple Nos. of sieve pulleys, direction changing pulleys etc. with worm gear system capable of 300 KG load capacity, with grooved drum, handle for operation, partial counter weight if necessary etc. complete inclusive of installation, alignment as per drawing/ instructions of consultants/Engineer in charge.

**Contractor**

**No. of correction**

**Executive Engineer**
**Description of Item** | **Specification & Page No.** | **Additional Specification**
--- | --- | ---
**Item No. 12:** Resilient wooden stage flooring  
Providing and fixing 150 MM Thk. resilient wooden stage flooring consisting top layer of 25 mm thk. teakwood Planking with Tongue and Groove joints, with under-layer of particle board fixed on T. W. frame work, providing Rubber pads below main runners for resilience effect and laying glass wool mattresses between runners for absorption of cavity resonating sound.  
The top layer of Teakwood planks shall be of size 94 mm (w) x 25 mm (thk.) superior grade knot-free Seasoned Teak wood planking with Tongue and Groove joints in both directions, planks fixed with adhesive and blind nails on under-layer of 18 mm thk. exterior grade phenol bonded particle board, fixed on superior grade T.W. framework below; consisting main runners of size 63 mm x 97 mm placed at 450 mm c/c in one direction only, at right angle to the proscenium line: cross T.W. battens of size 50 x 50 mm fixed to main runners at right angle to main runners at 600 mm c/c, extra runners to be provided at perimeter, border edges of wooden flooring, Mike / Speaker Terminal boxes etc.  
Main T.W. runners to be placed on 10 mm thk. Neoprene Rubber cushion pads of size 150 x 100 mm, placed at 750 mm c/c under runners, this assembly to be arranged properly to form accurate level of wooden flooring of 0.05% accuracy within longest length of flooring and matching in level with surrounding concrete flooring.  
Acoustical Mattresses made of 50 mm thk. resin bonded glass wool of density 32 KG/Cu. Mtr. fully covered in bags of 3 mil thk. 80 GSM fibreglass cloth and mattresses to be laid on concrete flooring between runners.

As Directed by Engineer in Charge
<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Specification &amp; Page No.</th>
<th>Additional Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>All the wood work and particle boards to be treated on all sides and edges with approved make of anti-termite wood preservative, followed by one coat of varnish; top surface of T.W. planking to be provided with primer, followed by 2 coats of French polish, work inclusive of providing cut-outs with removable / hinged TW covers for terminal boxes of mikes / loudspeakers etc. complete as per drawings, detailed specifications, instructions and to the approval of consultant / site</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Sub-Divisional Engineer*
P.W. Sub-Division, Basmath

*Executive Engineer*
P.W. Division, Hingoli
GUARANTEE BOND FOR WATERPROOFING
(On stamp paper worth Rupees 100/-)

Name of Work: -
Name of Agency: -
Agreement No: -

The contractor hereby declares that the waterproofing work carried out under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained / mentioned in the clause hereof and the contractor hereby guarantee that the said work would continue to conform to the description and quality aforesaid for a period of seven years from the date of handing over the said work to the Department and not with standing the fact that the Department may have inspected and or approved the said work if during the aforesaid period and seven years be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Engineer in charge in the be half will be final and conclusive) the Department will be entitled to reject the said work or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the work will be at the contractor's risk and all the provisions herein contained relating to rejection or wok etc. shall apply. The contractor shall pay to the Department, such damages, as may arise by the reason of the breach of the condition herein contained. Nothing here in contained shall prejudice any other right of the Department in that behalf under this contract or other wise. 25 % (Twenty five percent) amount of executed amount of water proofing (In addition to this bond) will be recovered from running / final bill as a retention money. This amount will be refunded to the contractor after completion of defect liability period of seven years prescribed for water proofing items.

Date: -
Place: -
Contractor.
GUARANTEE BOND FOR ANTI-TERMITE TREATMENT  
(On stamp paper worth Rupees 100/-)

Name of work
Name of Agency
Agreement No.

The contractor here by declares that the Anti-termite treatment wherever necessary under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained / mentioned in the clause here of and the contractor hereby guarantee that the said work would continue to conform to the description and quality aforesaid for a period of Ten years from the date of handing over the said work to the Department and notwithstanding the fact that the Department may have inspected and or approved the said work. If during the aforesaid period and seven years, the said work be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Engineer in charge in that behalf will be final and conclusive) the Department will be entitled to reject the said work or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the work will be at the contractor's risk and all the provisions herein contained relating to rejection of work etc. shall apply, the contractor shall, if so called upon, have to make good the work etc. or such portion thereof as is rejected by the Engineer in charge, otherwise the contractor shall pay to the Department, such damages, as may arise by the reason of the breach of the condition herein contained. Nothing here in contained shall prejudice any other right of the Department in that behalf under this contract or other wise.

Date
Place:

Contractor.
GUARANTEE BOND FOR SECURITY DEPOSIT
(On Stamp paper Worth Rupees 50/-)

In consideration of the Governor of Maharashtra (hereinafter referred to as “the Governor”) having agreed to exempt----------- (hereinafter referred to as “the Contractor”) from depositing with the Government in Cash the sum of Rs. --------- ------(Rupees------------------------only)

Being the amount of security Deposit payable by the Contractor to the Government under the terms and conditions of the Agreement dated the -------- -day of ------------------------ and made between the Government of the one part the contractor of the other part (Hereinafter referred to as; “ the said Agreement”) for-----------as security for the observance and performance by the contractor of the term and conditions of the said agreement on the furnishing the Govt. A guarantee in the prescribed form of a secluded bank in Indian being in fact these presents in the like sum of Rs.---------(rupees---------- under ----- ----------------- Act and having one of our Local Head Office at ---------------------- do hereby.

1) **Guarantee to the Government**

a) Due performance and observance by the contractor of the terms covenants and condition of the part of the contractor contained in the said Agreement **AND**

b) Due and punctual payment by the contractor of the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the contractor under or in respect of the said Agreement.

2) Undertake to pay to the Government on demand and without demur and not with standing any dispute or disputes raised by the contractor in any suit or proceeding filed in any Court or Tribunal relating there to the said sum of Rs.----- ----------(Rupees------------------------only) or such less sum as may be demanded by the Government form us liability hereunder being absolute and unequivocal and agree that.
3) a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the duties of the Government under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully properly carried out by the contractor.

b) We shall not be discharged or released from the liability under this guarantee by reasons of:

i) Any change in the constitution of the Bank or the contractor or

ii) Any agreement entered into between the Government and the contractor with or without our consent.

iii) Any forbearance or indulgence shown to the contractor.

iv) Any variation in the terms, covenants or conditions contained in the said Agreement; or

v) Any time given to the contractor or

vi) Any other conditions of circumstances under which in law a surety would be discharged.

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

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

IN WITNESS WHEREOF the Common Seal of -------has been hereunto affixed this-------- day of -------200 . The common seal of -------------- was pursuant to the resolution of the Board of Directors of the Company dated the ----------- day of ----------- herein affixed in the presence of who in token thereof, have here to set their respective hands in the represented of.

1) ---------------------------

2) ---------------------------

CONTRACTOR NO. OF CORRECTIONS EXECUTIVE ENGINEER
DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials such as stones murum, sand etc. and labor on which I/We have based my / our rates for this work. The specifications and lead for this work have been carefully studied and understood by me / us before submitting the tender. I/We undertake to use only the best materials approved by the Executive Engineer -in- charge of the work or his duly authorized representative before starting the work and to abide by his decision.

I hereby undertake to pay the labourers engaged on the work as per Minimum Wages Act 1998 applicable to the Zone concerned.

Signature of the Contractor
DRAWINGS

CONTRACT DRAWINGS:

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

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

DOCUMENTATION:

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

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