GOVERNMENT OF MAHARASHTRA

PUBLIC WORKS REGION AMRAVATI

PUBLIC WORKS CIRCLE AMRAVATI

B-1 FORM

E-TENDER DOCUMENTS

NAME OF WORK

Name Of Work: SIX MONTHS MAINTENANCE OF RAWER PATODI KHANDWI JALGAON JA. TUNKI HIWARKHED AKOT DARYAPUR WALGAON NANDGAON PETH MORSHI WARUD PANDHURNA ROAD SH-47 KM . 203/00 TO 224/010 IN AMRAVATI DISTRICT.

Shri/Ms.____________________________________________________

___________________________________________________________

___________________________________________________________

Agreement No. B1/ /DL/2017-18

Executive Engineer ,Special Project (P.W.)Division No.2,Daryapur
Name of Work: SIX MONTHS MAINTENANCE OF RAWER PATODI KHANDWI JALGAON JA. TUNKI HIWARKHED AKOT DARYAPUR WALGAON NANDGAON PETH MORSHI WARUD PANDHURNA ROAD SH-47 KM. 203/00 TO 224/010 IN AMRAVATI DISTRICT.

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Signature of Contractor    Dy. Executive Engineer    Executive Engineer
S.P. Division NO.2, Daryapur
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DISCLAIMER

1. Detailed Time Table for the various activities to be performed in e-tendering process by
the tenderer for quoting his offer is given in this Tender Document under “Tender Schedule “. Contractor should carefully note down the cut-off dates for carrying out each e-tendering process/ activity.

2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the Government and the Service Provider. However, Government takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.

3. In that event, Public Works Department will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website. It includes all associated services, or due to such unavailability of the website or any part thereof or any contents or any associated services.

4. Tenderers must follow the time table of e-tendering process and get their activities of e-tendering processes down well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.

5. Public Works Department will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Contractors must get done all the e-tendering activities well in advance.

Signature of Contractor

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
DETAILS OF WORK

NAME OF WORK :- SIX MONTHS MAINTENANCE OF RAWER PATODI KHANDWI JALGAON JA. TUNKI HIWARKHED AKOT DARYAPUR WALGAON NANDGAON PETH MORSHI WARUD PANDHURNA ROAD SH-47 KM . 203/00 TO 224/010 IN AMRAVATI DISTRICT.

Estimated Cost put to tender : Rs. 1884914/-

Earnest Money : Rs. 19000/-

The EMD applicable amount shall be paid via Online mode only. Total Security Deposit 4% (four percent) Rs. 75500/- (4% in cash at the time of Agreement and 4% from R.A.bills).

TENDER SCHEDULE

Cost of Tender Form : Rs. 1000/-
Period for Downloading Tender Forms : Refer Online schedule on portal https://pwd.maharashtra.etenders.in
Date of Pre-bid meeting : Refer Online schedule on portal https://pwd.maharashtra.etenders.in

Last date and time for online bid preparation and hash submission (technical and financial) : Refer Online schedule on portal https://pwd.maharashtra.etenders.in
Date and time for online bid data decryption and re-encryption (technical and commercial) : Refer Online schedule on portal https://pwd.maharashtra.etenders.in
Receipt of online EMD, Self Declaration plain paper in prescribed form given in Form -III and Tender Document fees, to be paid online only via Payment Gateway mode / TDR of Additional performance Security Deposit (If required) : Document Tender Fee and EMD to be paid via online mode only.

Registration class of Contractor : Class VA and above

TO BE FILLED IN BY THE CONTRACTOR

I/We have quoted my/our offer in percentage rate in words as well as in figures. I/We further undertake to enter into contract in regular B-1 form in Public Works Department.

Name and signature of Contractor / Power of Attorney holder with complete address

Signature of Contractor

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT
INVITATION FOR TENDERS
DETAILED TENDER NOTICE

NAME OF WORK :- SIX MONTHS MAINTENANCE OF RAWER PATODI KHANDWI JALGAON JA. TUNKI HIWARKHED AKOT DARYAPUR WALGAON NANDGAON PETH MORSHI WARUD PANDHURNA ROAD SH-47 KM . 203/00 TO 224/010 IN AMRAVATI DISTRICT.

Online percentage rate tenders in 'B-1' Form are invited by the Executive Engineer, Special Project (P.W.)Division No.2,Daryapur 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.

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<td>1884914/-</td>
<td>19000/-</td>
<td>75500/-</td>
<td>Class VA and Above</td>
<td>24 (Twenty Four) Calendar Months</td>
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Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of Public Works Department, Government of Maharashtra i.e. https://pwd.maharashtra.etenders.in after entering the details, payment of Rs. 1000/- (Rupees One Hundred only) should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

The EMD applicable amount shall be paid via Online mode only. Self Declaration plain paper in prescribed form given in Annexure III, Additional Performance Security Deposit (If required) for mobilization of machinery, should be submitted online. Bids 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.

1.1 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

Signature of Contractor Dy. Executive Engineer Executive Engineer S.P. Division NO.2, Daryapur
1.2 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non-responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1 & 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

1.3 Tenderers should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to http://maharashtra.etenders.in/mah/DigitalCert.asp and follow the procedure mentioned in the document ‘Procedure for application of Digital Certificate’.

1.4 The Tenderers have to make a payment of Rs 1092/- online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

1.5 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:

Landline No. - 020 - 2531 5555 / 56

1.6 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’

1.7 Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department.

https://pwd.maharashtra.etenders.in

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

1. **Enrolment and Empanelment of Contractors on Electronic Tendering System:**

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

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

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

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

Signature of Contractor Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
2. **Obtaining a Digital Certificate**:

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

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

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

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

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

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

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

3. **Recommended Hardware and Internet Connectivity**:

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

Signature of Contractor         Dy. Executive Engineer         Executive Engineer
S.P. Division NO.2, Daryapur
4. **Set up of Computer System for executing the operations on the Electronic Tendering System:**

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

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.

5. **Payment for Service Provider Fees :**

In addition to the Tender Document Fees payable to PWD, the Contractors will have to pay Service Providers Fees of Rs. 1092/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

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

1. **Preparation of online Briefcase:**

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. 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. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

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.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

**Note:** 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 Re-encryption stage.

2. **Online viewing of Detailed Notice Inviting Tenders:**

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by PWD on the home page of PWD e-Tendering Portal on http://pwd.maharashtra.etenders.in under the section Recent Online Tender.
3. **Download of Tender Documents:**

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

4. **Online Bid 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 use 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.

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of PWD. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

**Notes:**

a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.

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

c. The bid hash values are digitally signed using valid Class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.

Signature of Contractor Dy. Executive Engineer Executive Engineer  
S.P. Division NO.2, Daryapur
d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.

e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

5. 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 Contractors has lapsed, the Tender will be closed by the Tender Authority.

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

6. Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from PWD has lapsed, the Contractors have to make the online payment of Rs. 1092/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate 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.

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

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

7. Shortlisting of Contractors for Financial Bidding Process:

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

8. Opening of the Financial Bids:

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

9. Tender Schedule (Key Dates):

Signature of Contractor             Dy. Executive Engineer             Executive Engineer
S.P. Division NO.2, Daryapur
The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

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

C) Terms and Conditions For Online-Payments

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.

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.

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/offers.

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.

2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and

Signature of Contractor Dy. Executive Engineer Executive Engineer
S.P. Division NO.2, Daryapur
Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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

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

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

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

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

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

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                                      S.P. Division NO.2, Daryapur
provided by Merchant to confirm payment.

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

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

Limitation of Liability

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

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

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
   (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or
   (ii) any interruption or errors in the operation of the Payment Gateway.

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

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

Miscellaneous Conditions :

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

1. 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.

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2. 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.

3. 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.

4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:
   i. Choose a new password, whenever required for security reasons.
   ii. Keep his/ her User ID & Password strictly confidential.
   iii. Be responsible for any transactions made by User under such User ID and Password.

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

Debit/Credit Card, Bank Account Details

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

2. The User may make his/ her payment(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:
   i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
   ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
   iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

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                                      S.P. Division NO.2, Daryapur
iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

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

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

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

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

Payment Gateway Disclaimer:
The Service is provided in order to facilitate payment of 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.

1.8 The offer of the Contractor shall remain valid for acceptance for a minimum period of 60 days from the date fixed for opening of Envelope No. 2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

1.9 The tender notice shall form a part of the contract agreement.

1.10 The tenders are invited on the Departmental design only.

1.11 The tender if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power attorney if any, authorizing him to conduct transaction on behalf of the Firm or Company.

1.12 Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified for the last date of receipt of tender. Such deviations/amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

1.13 The Tenderer shall enter his percentage rates in words and figures "below / above" . In case there is difference between percentage written in figures and words, the lower offer will be taken as final.

1.14 No pages should be removed from, added in or replaced in the Tender.

1.15 Right is reserved to reject any or all tenders without assigning any reason thereof.

Signature of Contractor Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
1.16 Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.

1.17 The Tenderer may, in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.

1.18 Modern Hot Mix Plant (Drum Mix Type DM-50 ) 60-90 TPH capacity with SCADA shall be mandatory for all hot mix items under this contract.

1.19 For all concrete works, Concrete Mixer with weigh batcher 8cum per hr capacity with computerized control with automated water dispensing arrangement/Automatic Computerized Concrete batching and Mixing plant Capacity 15-20 Cum per Hr of any standard company shall be install at site of work.

1.20 Compactions (Earthwork, GSB, WBM, BBM, BM/Carpet works etc.) shall be done in with Tandom roller/Vibratory roller and static roller.

1.21 Asphalt should be brought from only from Government Refinery and in the name of concerned contractor. Contractor should produce the Original Challans to site-in charge. Challans provided by the contractors will be verified from the refineries and if found suspicious the work done by the contractor will not paid and prosecution will be done against the contractor.
GENERAL

a) **Time limit** :- The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.

b) **Tender Rate** :- No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.

c) **Tender Units** :- The tenderer should particularly note the unit mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.

d) **Correction** :- No corrections shall be made in the tender documents. Any corrections that are to be made by crossing the incorrect portion and writing the correct portions above with the initials of the tenderer.

e) **Income Tax** :- The Income Tax @ 2% or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance. Contractor will have to abide by the rules/directions issued time to time by the concerned authority pertaining to GST.

2.0 **EARNEST MONEY** :

(ii) The EMD if applicable will be paid via online mode Only. Additional (Performance) Security (if Required) (copy to be Submitted as per the tender Schedule).

(ii) In case of Joint venture, Earnest Exemption certificate in individual capacity will not be accepted. The Security Deposit, additional deposit etc in the form of T.D.R./F.D.R. issued in the name of Joint venture Company drawn by Scheduled bank having branches in Maharashtra and endorsed, in the name of Executive Engineer, P.W.Division, Achalpur for the period of one year will be issued.

(iii) The insurance covered risk as envisaged in "condition of contract " clause No-56 should be drawn before first running account bill of the contract.

3.0 **TENDERING PROCEDURE**

3.1 **Blank Tender Forms**

Tender Forms can be purchased from the e-Tendering Portal of Public Works Department, Government of Maharashtra i.e. https://pwd.maharashtra.etenders.in after paying Tender Fees via online mode as per the Tender Schedule.

Signature of Contractor Dy. Executive Engineer 
S.P. Division NO.2, Daryapur
3.2 Pre-Tender Conference

3.2.1 Deleted

3.2.2 Deleted

3.2.3 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

3.2.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non-responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1& 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

3.2.5 E- Measurement Book

E- bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, all E measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized -E measurement Book as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

The contractor would initially submit draft computerized E measurement sheets and these E measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized E measurements, and submit to the department a computerized E measurement book. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these E measurements, duly bound, and its pages machine numbered along with two spare copies of the “bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of E-measurements/levels by the Engineer-in-Charge or his representative. The contractor shall give not less than seven days’ notice to the Engineer-in-Charge or his

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authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge’s consent being obtained in writing the same shall be uncovered at the Contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Preparation of E- Bill

To discharge this responsibility the contractor shall

a) Appoint system integrator, this System integrator shall be registered at ITCC Nagpur.

b) System integrator shall provide his services to the department as and when required.

c) Data generated through E Bill payment will be the property to the department and access will be only to the department

d) No claim of what so ever nature will be entertained by the department

e) Payment to the system integrator will be the responsibility of the concerned contractor.

f) Payment to the system integrator will not exceed 0.02% of the contract amount which will include payment towards generating of E Bill. In case of contractors do not submit the bill within time fixed, the Engineer in charge may prepare the bill as per provision of Clause10 of the conditions of Contract but deduction @ 0.20% of amount of such bills shall be made and credited to the Revenue on account of preparation of bill.

g) In support to the bills required measurements, drawing, soft copies of photographs with dates showing the work done quality control reports (field lab and VQCC lab as per clause of Additional general condition) site supervision data(SCADA) shall be submitted in electronic form the data so submitted shall have a facility to tightly integrate it with the contract conditions, provisions in Maharashtra Public Works Manual, Maharashtra Public Works Account Code (updated to date of submission of this tender) and current general engineering practices (issued through various Govt. Resolutions, Govt. Circulars, Chief Engineers Circulars etc. issued up to date of submission of this tender) followed in Public Works Department., measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.

Signature of Contractor Dy. Executive Engineer Executive Engineer S.P. Division No.2, Daryapur
h) The offer of contractor shall be inclusive of all. He shall not be paid separately his offer shall be inclusive of all cost required for submitting bill in e-format mentioned as above.

i) The measurement of this work shall be recorded in electronic measurement book. There shall be only on electronic measurement book.

j) The unique I.D. code generated while processing of this tender shall be the E-Measurement book number.

4. Civil Work

4.1 The First Online envelope "Envelope No. 1" shall contain the following documents in scanned copies of original and not true copy or attested copy.

   4.1.1 The EMD will be paid via online mode as per Govt. GR date 24.2.2016 EMD exemption certificate will not be considered. Each bidder has to pay EMD through online payment gateway, irrespective of having EMD exemption certificate, Otherwise his financial bid will not be opened.

   4.1.2 Scanned copy of original Valid certificate as a Registered Contractor with the Government of Maharashtra in Public Works Department in appropriate class.

4.1.3 Use of Specialized Machinery

   1. The bidder should own or should have assured ownership to the following key items of equipments in full working order and must demonstrate that best on known commitment, they will be available for the work in proposed contract and shall submit scanned copy of proof of ownership in both condition own of following equipment.

<table>
<thead>
<tr>
<th>Re.no.</th>
<th>Name of Equipment</th>
<th>Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Road Works</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Static Roller (8 to 10 Tones)</td>
<td>1 No own</td>
</tr>
<tr>
<td>2</td>
<td>Truck / Tipper</td>
<td>1 No own or hire</td>
</tr>
</tbody>
</table>

4.1.4 Scanned copy Professional Tax Registration / clearance Certificate in form PTR / PTE.

4.1.5 Details of Technical Personnel available with contractor.

4.1.6 Scanned copy of original Registered Partnership Deed, Memorandum of Articles of Association, if the tenderer is a Partnership Firm, Joint Stock Company and Power of Attorney and Firm Registration Certificate if any.

4.1.7 Self declaration on plain paper regarding completeness, correctness and truthfulness of

Signature of Contractor   Dy. Executive Engineer   Executive Engineer
S.P. Division NO.2, Daryapur
documents submitted as per prescribed proforma given in Form III

4.2 ONLINE ENVELOPE No.2 TENDER (FINANCIAL BID)

The second online envelope "Envelope No.2" shall contain only the main tender including the Common Set of Conditions / Deviation issued by the Department after the pre-tender Conference. A tender submitted without this would be considered as invalid.

The Tenderer should quote his offer duly signed in terms of percentage of estimated rates at the appropriate place of tender documents to be submitted only in Envelope No.2 He should not quote his offer any where directly or indirectly in Envelope No. 1. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / Additional stipulations made by the Department as informed to him by a letter from Chief Engineer / Superintending Engineer after Pre-Tender Conference. His tender shall be unconditional.

4.3 SUBMISSION OF TENDER:-
Refer to Section 'Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department' for-

SIX MONTHS MAINTENANCE OF RAWER PATODI KHANDWI JALGAON JA. TUNKI HIWARKHED AKOT DARYAPUR WALGAON NANDGAON PETH MORSHI WARUD PANDHURNA ROAD SH-47 KM . 203/00 TO 224/010 IN AMRAVATI DISTRICT.

3.9. A Physical Submission:

The bidder shall submit his bid online as per the procedure laid down on the e-tender portal. The Bidder shall also submit Bid in Hard Copy within 72 hours from the date and time of Bid Lock in the office of

1. Executive Engineer, Special Project Division No.2,Daryapur
2. Superintending Engineer, P. W. Circle, Amravati
3. Chief Engineer, P. W. Region, Amravati
4. Deputy Secretary (Roads), P. W. D. Mantralaya, Mumbai

This Hard Copy will be opened only if any problem arises.

4.4 OPENING OF TENDER :-

On the date specified in the Tender Schedule following procedure will be adopted.

(A) ENVELOPE No.1 :- (Documents)

Signature of Contractor Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
First of all Envelope No.1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

(B) **ENVELOPE No.2: (Financial Bid)**

a) This envelope shall be opened online immediately after opening of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the Department. The tendered rates in Schedule ‘B’ or percentage above / below the estimated rates shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No.2.

C) **PERFORMANCE SECURITY DEPOSIT**

**ADDITIONAL PERFORMANCE SECURITY:** Bank Guarantee OR Demand Draft for Performance Security Deposit for Quoting Offer More than 1% below the tender cost. (As Per GR. Dated 12.04.2017).

As per the directives laid down in **Government Of Maharashtra, Public Works Department, Marathi Resolution No. CAT 2017/PRA.KRA 8/ Bldg-2/dt. 12.04.2017**, If the bidder intends to quote his offer below more than 1 % of the Bid cost of the department then such bidder should upload a Bank Guarantee OR Demand Draft (in the form as prescribed by Government) from any Schedule Bank or Nationalized Bank against **Additional Performance Security** in Part-II Financial Bid as mentioned below.

**A) If the Bidder intends to quote his offer below more than 1 % up to 10 % of the estimated cost put to Bid** then he should submit a Bank Guarantee OR Demand Draft amounting to 1 % of the Bid cost of the department towards Additional Performance Security and scanned copy of Bank Guarantee OR Demand Draft shall be uploaded in Part-II Financial Bid.

**B) If the Bidder intends to quote his offer more than 10 % below the estimated cost put to Bid** then he should submit Performance security 1 % for every percent after 10 % below percentage in addition to the cost of 1 % performance security mentioned above clause A for quoting below offer, scanned copy of Bank Guarantee OR Demand Draft shall be uploaded in Part-II Financial Bid.

(eg. If Bidder quotes his offer 14 % below the estimated cost put to bid, then he should submit 14 - 10 = 4 % Additional Performance security + 1% = 5 % amount of the cost put to bid as a total Additional Performance Security.)

If the amount of Additional Performance Security as required above (under A & B) is not submitted by the bidder along with Part II Financial Bid, then his offer will be treated as "Non Responsive" and will not be considered.

1) Such **Bank Guarantee OR Demand Draft** shall strictly issued only by the Nationalized Bank or Scheduled Bank in favour of in the **Executive Engineer Special Project (P.W.) Division No.2, Daryapur** and shall be valid **up to more than 1 month from the period of Defect Liability**

Signature of Contractor Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
Period

2) The Bank Guarantee OR Demand Draft should bear the MICR and IFSC Code Number of the issuing bank.

3) The scanned copy of this Bank Guarantee OR Demand Draft shall be uploaded in Part-II Financial Bid (Financial Offer) of the bid. The Hard Copy of this Bank Guarantee OR Demand Draft shall be submitted in the office of the concerned Executive Engineer in "sealed envelope" within five working days from the date of receipt of bid. The bidder shall write the 'Name of Work,' 'E- Tender No.' and 'Tender Notice No.' on such sealed envelope addressed to the concerned Executive Engineer.

4) If such contractor will not comply the stipulations laid down in the bid and not qualified for the opening of his financial offer (Part-II Financial Bid) the Bank Guarantee OR Demand Draft of such bidder shall be returned within 7 days after the date of opening of the bid.

5) If the bidder comply the stipulations laid down in the tender and qualified for the opening of his financial offer (Part-II Financial Bid) then the Bank Guarantee OR Demand Draft of the other bidders (other than 1st and 2nd lowest bidder) shall be returned within 7 days after the date of opening of the bid.

6) The Bank Guarantee OR Demand Draft of the 2nd lowest bidder shall be returned within 3 days from the date of work order.

7) If it is found that the Bank Guarantee OR Demand Draft as above submitted by the bidder is False / Forged then the Earnest Money submitted by such bidder shall be Forfeited and his registration as a contractor of Public Works Department will be suspended. & he will be entered in the Black List. This is also applicable for Unregistered Bidder in such case he will be entered in the Black List.

8) The work order to the successful contractor shall be issued only after the encashment of his Bank Guarantee OR Demand Draft by the concerned Executive Engineer.

9) The amount of Additional performance security of successful contractor shall be refunded within the period of one month after the date of completion of defect liability period.

Note :- for calculating the amount of ADDITIONAL PERFORMANCE SECURITY contractors offer will be calculated in percentage rounded upto two decimal points only.

4.5 EARNEST MONEY:
(i)The EMD if applicable will be paid via online mode only.

4.6.1 The successful tenderer shall have to pay 50% initial security deposit in cash or in shape of National Saving Certificate or Fixed Deposit Receipt or Bank Guarantee pledged in favour of Executive Engineer, Special Project (P.W.)Division No.2,Daryapur or Bank Guarantee from a Nationalized / Scheduled Banks in the enclosed form and complete the contract documents failing which his earnest money will be forfeited to Government. The balance 50% security deposit will be recovered from the R.A. bill at 4% of the bill amount. Amount of total Security Deposit to be paid shall be 4% of the cost of accepted tender or estimated cost put to tender

Signature of Contractor Dy. Executive Engineer
S.P. Division NO.2, Daryapur

Executive Engineer
whichever is higher.

Initial Security Deposit may be in Bank Guarantee Form in format 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.

4.6.2 All compensation or other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

4.6.3 There shall be no liability on the Department to pay any interest on the Security Deposited by or recovered from the Contractor.

4.6.4 The Security Deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provisions in Clause 1 and 20 of the contract.

5. **DOWNLOADING OF TENDER FORMS**

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents by entering the details of DD/Pay order online.

6. The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

7. (a) The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

(b) The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.

8. The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

9. **POWER OF ATTORNEY:**

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Signature of Contractor         Dy. Executive Engineer          Executive Engineer

S.P. Division NO.2, Daryapur
Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.

10 The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

11 No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.

12 Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Government works under execution with them.

13 All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.

14 The Income Tax at 2.00% including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

15 The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

16 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

ALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of 60 days from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

18 After completion of the e-tendering process, the successful bidder will have to submit the hard copy of downloaded tender document and drawings duly signed on each page by the contractor or his authorized signatory. The tender should bear full signature of the tenderer, or his authorized power of attorney holder in case of Firm.

19 RECOVERY OF ROYALTY:- For all quarry materials used for the work the royalty charges on quarry materials will be recovered at prevailing Govt. rates from each bill. Contractor shall produce royalty clearance/passes certificate issued by Revenue Department within 3 months from the date of payment. Failing which the amount recovered from the bill and will be remitted to the Revenue

Signature of Contractor       Dy. Executive Engineer
S.P. Division NO.2, Daryapur
26)

Government of Maharashtra  Department of Industries, Energy and labour
Mantralaya Mumbai GR No  BCA -2009/ Case No  108/ Labour -7 A Dt
17.6.2010  4.

(A)  Cess @ 1% (One percent) shall be deducted at source, from every bill of the contractor by the Executive engineer under Building and other construction for workers welfare, cess act 1996.

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

(C).  If minimum three bids are not received in 1st, 2nd call, bids will be recalled. However in 3rd call, even if single bid is received if will be opened in the presence of bidder. However even if more than three bids are received and two or less bidders are qualified for financial opening bid will be recalled in 1st & 2nd Call. In third call even single bidder qualify his bid will be opened in the presence of bidder.
Details of plant and machinery immediately available with the tenderer for the work

Name of Tenderer:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of equipment</th>
<th>No. of Units</th>
<th>Kind and Make</th>
<th>Age and Condition</th>
<th>Present Location</th>
<th>Remarks</th>
</tr>
</thead>
</table>

SPECIFICATION FORM

Signature of Contractor

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
STATEMENT NO. 2A

QUESTIONAIRE ON MODERN MACHINERY (OWNED)

(A) Mode of availability of Machinery required for this work.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Name of Equipment</th>
<th>Nos</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Road works</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Static Roller (8 to 10 Tones)</td>
<td>1 No own</td>
</tr>
<tr>
<td>2</td>
<td>Truck / Tipper</td>
<td>1 No own or hire</td>
</tr>
</tbody>
</table>

(B) Performa for information regarding Machinery immediately available for use on this work.

(To be submitted by the Tenderer)

<table>
<thead>
<tr>
<th>Type of Machine</th>
<th>Number of Units</th>
<th>Names of work on which deployed at present</th>
<th>Location</th>
<th>Output in tonnes of Hot Mix per day</th>
<th>Quantity in tonnes of Hot Mix balance for execution on work in hand</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>02</td>
<td>03</td>
<td>04</td>
<td>05</td>
<td>06</td>
<td>07</td>
</tr>
</tbody>
</table>

(C) Performa for information regarding Machinery not immediately available for use on this work and manner in which it is proposed to be procured (To be submitted by the Tenderer)

<table>
<thead>
<tr>
<th>Type of Machine</th>
<th>Number of Units</th>
<th>Names of work on which deployed at present</th>
<th>Manner of procurement</th>
<th>Details of procurements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Purchase/Hire</td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>02</td>
<td>03</td>
<td>04</td>
<td>05</td>
</tr>
</tbody>
</table>

Note-1 The equipment /Machine proposed to be utilized on hire from another agency who own it, the legal scan copy of hire agreement on Rs 100 Stamp paper duly notarized by the contractor shall be uploaded.

Note-2 The copies of retailed/commercial invoices of the Machinery shall be uploaded in both conditions own / hire.

Signature of Contractor        Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
FORM – II

Details of Technical Personnel available with Contractor.

Name of Tenderer:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name and Designation</th>
<th>Qualification</th>
<th>Whether working field or office</th>
<th>Experience of execution of similar works</th>
<th>Period for which the person is working with the tenderer</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>

SPECIFICATION FORM
DECLARATION OF THE CONTRACTOR

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I / We have based my / our rates for this tender. The specifications, local existing condition and lead of materials on this work have been carefully studied and understood by me / us before submitting this tender. I / we undertake to use only the best materials approved by the Engineer-in-Charge or his duly authorized representative, before starting the work and to abide by his decision. I/ We shall maintain / rectify the entire works as per M.O.R.T. & H. specification as soon as the damage occurs up to the expiry of defect liability period without putting forth any reasons for the failure.

Signature of contractor
FORM-III
Self Declaration
(Format of Self declaration to be given on Plain paper.)

I, .................................................................................. (Name of Contractor/ person,) Aged about ...........years, residing at................................................................. (Postal Address) do hereby declare that I am the proprietor/Partner of (Name of company/firm) Registered at....................
I do hereby declare that, the documents submitted in envelope No. 1 of the tender document for the work -------------------------------------------------------------------------------------------------------------------------------------

In case, the contents of envelope No. 1 and other documents pertaining to the tender submitted by me are found to be incorrect or false, I shall be liable for action under the relevant provision of Indian Penal Code and other relevant laws.

Signature of Authorised person/Contractor
Applicant/Contractor Name
Address.........................................

Place :-
Date :-

E-mail............... Mobile No.......... Website.................

Signature of Contractor         Dy. Executive Engineer         Executive Engineer
S.P. Division NO.2, Daryapur
ARTICLES OF AGREEMENT

(This document should be on Stamp Paper of Rs. 100/-)

This Agreement of Hire of Machinery made and executed at ________________ on this, the __________________ day of the month of ________________ 200 .

BETWEEN:

1) Shri. / M/s ____________________________

A Sole Trading concern Pvt. Ltd. Co. / Public Ltd. Co. / Partnership Firm registered under the provisions of respective Acts in force and having his /their Office situated. Who is a ,

i) Sole Proprietor of the above mentioned concern. ii) Partner of the above mentioned partnership firm.

ii) Holder of power attorney of the above mentioned firm, Executive Director or Manager of the above mentioned Company as approved by the present Board of Director of the above mentioned Company.

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

Party of the First Part

AND

2) Shri. / M/s ____________________________

A Sole Trading concern Pvt. Ltd. Co. / Public Ltd. Co. / Partnership Firm registered under the provisions of respective Acts in force and registered Government contractors registered in appropriate Class with Government of Maharashtra Having his/ their office situated at ________________ and managed by Shri. ____________________________ who is a

i) Sole Proprietor of the above mentioned concern.

ii) Partner of the above mentioned partnership firm.

iii) Holder of power attorney of the above mentioned firm, Executive Director or Manager of the above mentioned Company.

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

(This is a Model form of Agreement, the Tenderer shall upload this document if Applicable for the tender)

Party of the Second Part

Signature of Contractor       Dy. Executive Engineer       Executive Engineer
S.P. Division NO.2, Daryapur
Where in the party of the first part herein is an absolute owner of the ________ Name of Machine/s

And substantiate or establish it the documentary evidence in token of voucher enclosed.

Whereas party of the second part herein is a registered Government Contractors as stated in appropriate Class with Government of Maharashtra.

AND whereas the party of the second part is or is likely to submit the tender for ______ Executive Engineer / Superintending Engineer, __________________________

AND WHERE AS the party of the second part intends to use the machinery of the said work as is being stipulated by the Department and desirous of taking the one /s on the monthly hire charges basis.

AND WHERE AS the party of the first part , is desirous of giving machinery on hire charges basis to the party of second part.

AND WHERE AS to these presents are desirous of recording the terms and of the agreement, reduce the same to writing.

Now therefore, this articles of agreement witnessed as under: One /s to be hired.

It is hereby agreed between the parties to these presents that __________________________

________________________________

Name of the Machine/s

Of the second part has agreed to pay an amount of Rs. ____________ to the party of the first part on account of monthly wages of the machine/s as detailed below at the end of each month.

The party of Second part shall also pay an amount of Rs. ____________ as interest deposit to the party of the first part at the time of intimation in writing. This deposit ______________ __________________________ shall either be refunded by the first part to the party of the second part or shall be adjusted in the final of the hire charges of the machine/s.

Name of Machine Monthly rate of hire charges.

2) Date of Hire:

It is hereby expressly declared by the parties to the presents that the machine /s shall be hired on and from the date of commencement of the work being awarded or that would be awarded by the Executive Engineer, __________________________ to the party of the second part herein.

3. It is hereby agreed by and between the parties to these presents that instant agreement shall remain in force from the date of hire as specified in Clause -2 above to the date of either completion

Signature of Contractor Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
of the work in question or six months from the date of hire whichever period expires later.

4. **Possession:**

   The party of the first part has agreed to deliver the possession of the machine is that would be hired as described in Clause one above in good working condition along with its operational crew and all the necessary accessories of the machine/s being hired to the party of the second part within eight days from the date of intimation in writing given by the party of the second part to the party of the first part.

5. **Mode of payment:**

   Monthly hire charges of the machine/s as specified in Clause one above shall be paid by the party of the second part as on the last day of each month by issuing a crossed Account Payee Cheque or Crossed Account Payee Demand Draft.

6. **Repairs and Maintenance:**

   It is hereby agreed by the party of the first part that it shall bear all day to day expenses of the machine/s on account of fuel, oil and lubricants, operations, maintenance and repair charges during the currency of the period for which machine/s let out on hire charges to the party of the second part. It is further agreed that if the party of the second part spends on the operations, repairs and maintenance for the machine/s hired by it, the party of the second part has every right to deduct the said amount from the monthly hire charges payable to the party of the first part.

7. The party of the first part shall always keep the machine/s in good working conditions that are given on hire charges basis to the party of the second part. It is further agreed that the day spend on repairs and maintenance shall be excluded for the purpose of calculating the monthly hire charges.

8. The party of the second part shall have right to deduct the Income Tax at source at the prescribed rate of the provisions of Income Tax Act as ordered by the Government of India, are applicable.

   In Testimony where of the parties to these present have set and subscribed their respective signatures on the day, month and year herein above written.

<table>
<thead>
<tr>
<th>Party of the First Part</th>
<th>Party of the Second Part</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed Executed</td>
<td>Signed Executed</td>
</tr>
<tr>
<td>and delivered for and on</td>
<td>and delivered for and on behalf of</td>
</tr>
</tbody>
</table>

In the presence of:

**AFFIRMED AND EXECUTED**

**BEFORE ME NOTARY**

1. ________________
2. ________________

Signature of Contractor  Dy. Executive Engineer  

Executive Engineer  
S.P. Division NO.2, Daryapur
FORM – VII
(On Stamp Paper of worth Rs. 100/-)

MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Governor of Maharashtra (hereinafter referred to as “The Government”) 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 security deposit payable by the contractor to the Government under the terms and conditions of the agreement dated the ______ day of ______ and made between the Government of the one part and the Contractor of the other part (hereinafter referred to as the said agreement) for Contractor of the terms and conditions of the said agreement on the contractor furnishing to the Government a guarantee in the prescribed form of scheduled bank in India being in fact these present in the like sum of Rs. _____________ (Rupees __________________ only)

We __________________ Bank / Limited registered in India under ________________ Act and having one of our local Head Office at ____________ ______ do hereby.

1. Guarantee to the Government:

a) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the Contractor contained in the said agreement, AND

   a) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, cost charges, penalties and expenses payable to the Government by the Contractor under or in respect to the said agreement.

1. Guarantee to the Government.

a) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the Contractor contained in the said agreement, AND

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

2. Undertake to pay to the Government on demand and without demur and notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding filed in any court of tribunal relating thereto the said sum of Rs. ______________ (Rupees __________________ only) or such less sum may be demanded by the Government from us our 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 dues of the Government under or by virtue of the said agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said agreement have been fully, properly carried out by the contractor.

   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 arrangement entered into between the Government and the Contractor with or without our consent;

   iii) any forbearance of indulgence shown to the Contractor;

   iv) any variation in the terms covenant or conditions contained in the said agreement;

   v) any time given to the Contractor or;

Signature of Contractor               Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
vi) any other conditions or circumstances under which, in law, a surety would be discharged.

c) Our liability hereunder shall be joint and several with that of the contractor as if we were principal debtors in respect of the said sum of Rs. __________ (Rupees _______________ only).

and

d) 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 __________ 20___ 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 ___________.

1. ________________
2. ________________
NAME OF WORK :-

**DECLARATION OF THE CONTRACTOR**

I/We hereby declare that I/we have made myself /ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I/we have based my/our rates for this work. The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the Executive Engineer, Special Project (P.W.) Division No.2, Daryapur or his duly authorized assistant, before starting the work and to abide by his decision.

I/We hereby further declare that my/our tender is unconditional in every manner or whatsoever in nature.

I/We hereby undertake to pay the laborers engaged on the work as per Minimum Wages Act, 1948 applicable to the zone concerned.

**TO BE FILLED BY THE CONTRACTOR**

I/We have quoted my/our offer in percentage rate in words as well as in figures. I/We further undertake to enter into contract in regular “B-1” form in Public Works Department.

Name and Signature of the Contractor(s) / Power of attorney holder with complete address.

Signature of Contractor

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
SCOPE OF WORK

NAME OF WORK :- As per Page No. 1

The scope of work for repairs and maintenance of road is as mention below.

A) Inspection of road for maintenance for road as per Appendix 1.2 of GR. No. RMR-1082/CR-315/Road-1/Dt. 30.09.2016

B) Inspection of road for action to be taken pre monsoon, during monsoon and post monsoon as per Appendix 1.3 of GR. No. RMR-1082/CR-315/Road-1/Dt. 30.09.2016

C) Maintenance as per Schedule 2.1 of GR. No. RMR-1082/CR-315/Road-1/Dt. 30.09.2016 for maintenance of road for following defects.

a) Surface Defects -
   5. Bleeding of asphalt

b) Cracks -
   5. Reflection cracks

c) Deformation -
   6. Settlement and upheaval

d) Disintegration

D) The activities of repairs and maintenance of road shall be done as per time schedule given in the tender document and as given in Appendix 2.2 of aforesaid GR

Types of roads under maintenance are –
1) Concrete Roads  2) Asphalt/Mastic Roads
3) Water Bound Macadam Roads &  4) Moorum Roads
5) Bridges, Culverts, Slab Drains, CD works -
a) Removal of railing over submersible bridges.
b) Re-fixing of railing over submersible bridges.
c) Removal of plants or unwanted growth of shrubs including poisoning of roots and branches of trees and to be trimmed.
d) Painting of parapets and Krebs.

E) The scope of work includes maintenance & repairs of road as per maintenance criteria mention in Appendix - 2.3 of the above GR

F) The scope of work also includes any other activity relating to road, bridge, culverts, slab drains, CD works, road furniture and miscellaneous items which is not mention above and it is in the opinion of engineer in charge is required to be executed immediately after detection of defect as
directed by engineer in charge.

**G)** Road maintenance specifications shall be as per Appendix 3.1 of GR. No. RMR-1082/CR-315/Raod-1/Dt. 30.09.2016 for maintenance of road and as mentioned in tender documents.

**H)** Testing of Material as per frequency for various materials required for repairs and maintenance

**I)** Safety measures for material and working labourer and staff working on repair and maintenance of road

**J)** Safety measures for traffic during operation, repairs & maintenance

**K)** For execution of maintenance and repairs items as mention above the following general provisions are proposed.

1. Grade - I metal layer 0.10 m. tk. for sunken portion for pot holes.
2. Grade - II metal layer 0.075 m. tk. for sunken portion for pot holes.
3. 75 mm MPM over WBM surface for sunken portion for pot holes.
4. 75 mm MPM over BT surface for pot holes.
5. 50 mm MPM over BT surface for full width.
6. Providing, 20 mm thick premix carpet with premix seal coat. (H.M.H.L.)
7. Murum PI < 6 and for side shoulder at both side of road.
8. Excavation for foundation in earth, soils of all types for retaining wall.
9. Providing and laying in situ C.C. of 1:4:8 metal in foundation
10. Providing and laying in situ C.C. of M-15 for face wall
11. Micro seal surfacing
12. Thermoplastic paint to road marking
13. Road furniture.

**Maintenance Items**

1. Cleaning of carriage way and shoulder, bridge, culvert, CD deck.
2. Cleaning obstruction to traffic.
3. Cleaning desilting, filling scour
4. Arrangement for traffic safety and repair
5. Attendance of accidents, emergency situation
6. Removal / Cutting trees fallen on road / carriage way which is dangerous to traffic
7. Plantation
9. Excavation of Road side catch water Gutter in all sorts of soil
10. Providing and laying hot applied thermoplastic paint for pavement marking
11. Km. stone, 200 m. stone, information board, road side furniture.
12. Coloring to trees
13. Traffic census
14. Restoration of rain cuts with soil, murum gravel or a mixture.
15. Maintenance of earthen shoulder.
16. The maintenance of drains including erosion repairs, clearing, cleaning.
17. Maintenance of Hume pipe culvert by way of clearing, cleaning, etc.
18. Cutting of branches of trees and shrubs from the road way.
19. Trimming of grass and weeds from the shoulders / berms.

Signature of Contractor  Dy. Executive Engineer

Executive Engineer  
S.P. Division NO.2, Daryapur
THE METHOD AND SEQUENCE OF EXECUTION
( GENERAL GUIDELINES )

1) On award of contract, the contractor shall take joint inspection of road as per Appendix 1.2 of G.R. No. RMR-1082/CR-315/Road-1/Dt. 30.09.2016 and shall prepared program and methodology for action to taken for repair and maintenance of road pre-mansoon during mansoon and post mansoon. The contractor shall take levels jointly with Engineer's representative for existing cross sections and L sections of the road. The cross sections shall be taken at 10.00 m. interval at other and 5.00 m. interval on curves and in Ghats Section along the length of the road. Bench mark pillars shall be erected at 5000 m. interval before starting leveling work.

The activities of repairs and maintenance of road shall be done as per time schedule given in the tender document.

2) The general sequence of execution is as follows

A) Repairs items
   14. Grade - I metal layer 0.10 m. tk. for sunken portion for pot holes.
   15. Grade - II metal layer 0.075 m. tk. for sunken portion for pot holes.
   16. 75 mm MPM over WBM surface for sunken portion for pot holes.
   17. 75 mm MPM over BT surface for pot holes.
   18. 50 mm MPM over BT surface for full width.
   19. Providing, 20 mm thick premix carpet with premix seal coat. (H.M.H.L.)
   20. Murum PI < 6 and for side shoulder at both side of road.
   21. Excavation for foundation in earth, soils of all types for retaining wall.
   22. Providing and laying in situ C.C. of 1:4:8 metal in foundation
   23. Providing and laying in situ C.C. of M-15 for face wall
   24. Micro seal surfacing
   25. Thermoplastic paint to road marking
   26. Road furniture.

B) Maintenance Items
   19. Cleaning of carriage way and shoulder, bridge, culvert, CD deck.
   20. Cleaning obstruction to traffic.
   21. Cleaning desilting, filling scour
   22. Arrangement for traffic safety and repair
   23. Attendance of accidents, emergency situation
   24. Removal / Cutting trees fallen on road / carriage way which is dangerous to traffic
   25. Plantation
   27. Excavation of Road side catch water Gutter in all sorts of soil
   28. Providing and laying hot applied thermoplastic paint for pavement marking
   29. Km. stone, 200 m. stone, information board, road side furniture.
   30. Coloring to trees
   31. Traffic census
   32. Restoration of rain cuts with soil, murum gravel or a mixture.
   33. Maintenance of earthen shoulder.
   34. The maintenance of drains including erosion repairs, clearing, cleaning.
   35. Maintenance of Hume pipe culvert by way of clearing, cleaning, etc.
   36. Cutting of branches of trees and shrubs from the road way.
   19. Trimming of grass and weeds from the shoulders / berms.

3) After taking line out, contractor must excavate the gutter as per section attached with the

Signature of Contractor 
Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
4) The formation widening shall be executed simultaneously as per necessity.

5) After completion of gutter excavation, contractor shall take the work of C.D. Work in the excavation for head wall of C.D. work shall be completed after passing of foundation for head walls. Contractor shall construct masonry work up to sill level of pipe and then pipe shall be laid in line and level and complete head wall construction along with catch pit.

6) Work of collection for W.B.M. shall be taken in hand only after completion of gutter and C.D. work with catch pit and completion of earth work.

7) W.B.M. and B.B.M. shall be completed with 3% camber and super elevation if required as per specification with schedule. B.M. shall be completed after B.B.M.

8) Open graded premix carpet with liquid seal coat, road side furniture shall be executed as per schedule.

9) The contractor will not be paid for W.B.M. gutter, C.D. works and B.T. Items if he has not excavated Gutters.

10) The work of filling watering and compacting side shoulder as specified with available murum shall be done simultaneously with laying of W.B.M., B.B.M. and carpet layers. The side shoulders shall be compacted with side slope of 5% from carriageway edge towards to the gutter.

11) Traffic plying at design speed should not feel bump or jerk on any stretches. Contractor shall plan for all such locations well before taking up work in such stretches and difficulties in doing so, if any, be brought to the notice of the Engineer and only after his permission work proceed further.

12) If there is traffic plying on the existing road, the tenderer should get himself accustomed with the traffic conditions before quoting for the work. Once the work is started sufficient care shall be taken to see that obstruction / inconvenience to traffic is kept to the barest minimum. Sufficient number of boards as required, approved by Executive Engineer in charge shall be provided by the Contractor at his own cost at such a location which give sufficient warning of work in progress, special care shall be taken by the contractor during night hours. The Contractor shall maintain the diversion properly at his own cost as directed by the Engineer in charge till the completion of the work.

13) Work of construction of road side furniture shall be completed before execution of premix carpet and seal coat.

14) Contractor shall erect scheme board within fifteen days from the date of work order.

15) Testing of material shall be as per frequency.

Signature of Contractor          Dy. Executive Engineer    Executive Engineer
                                          S.P. Division NO.2, Daryapur
FORM B-1

_PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS_

DEPARTMENT : PUBLIC WORKS DEPARTMENT
REGION : PUBLIC WORKS REGION, AMRAVATI
CIRCLE : PUBLIC WORKS CIRCLE, AMRAVATI
DIVISION : SPECIAL PROJECT (P.W.) DIVISION NO.2, DARYAPUR

NAME OF WORK :- SIX MONTHS MAINTENANCE OF RAWER PATODI KHANWID JALGAON JA. TUNKI
HIWARKHED AKOT DARYAPUR WALGAON NANDGAON PETH MORSHI WARUD PANDHURNA ROAD SH-47 KM . 203/00 TO 224/010 IN AMRAVATI DISTRICT.

General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender passed on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer, Special Project (P.W.) Division No.2, Daryapur. This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer, Special Project (P.W.) Division No.2, Daryapur during office hours.

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

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

(A) i) The contractor shall pay along with the tender the sum of Rs. 19000/- as and by way of earnest money. Earnest money shall be paid in the form of F.D.R. The said amount of earnest money shall not carry any interest whatsoever.

The said amount of earnest money shall not carry any interest whatsoever.

(Amended vide G.R. PW Department’s Corrigendum No. CAT-1073/16967-D-3, dated 14/5/1976.)

Signature of Contractor Dy. Executive Engineer Executive Engineer
S.P. Division NO.2, Daryapur
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 toward 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 Contractors fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government, hereunder, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of Sub-clause (iii) above, be refunded to him on his passing receipt therefore. (Amended vide G.R., B & C Department’s No. CAT 1272/44277-C, dated 3/3/1973.)

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

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage below or above the rates specified in Schedule ‘B’ (Memorandum showing items of work to be carried out ) he is willing to undertake the work. Only one rate or such percentage of all the estimated rates/scheduled rates shall be named. Tenders which propose 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 form of tender shall include a tender for more than one work, but if Contractor who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.

5. The Superintending Engineer or his duly authorized assistant shall open tenders in the presence of the Contractors who have submitted their tender or their representatives who may be present at the time and he will enter the amounts of the several tenders in comparative statements in a suitable form. In the event of a tender being accepted, the Contractor shall, for the purpose of identification, sign copies the specifications and other documents mentioned in Rule1. In the event of tender being rejected, the divisional officer shall authorize the Treasury Officer concerned to refund the amount of Earnest Money deposited to the Contractor making the tender, on his giving a receipt for the refund of the money.

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

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

8. The memorandum of work to be tendered for and the Schedule of materials to be supplied by the Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the Department and their rates shall be without reference to any local custom.

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

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

12. All corrections 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 Department no proposals to adopt alternative methods will be accepted. The Executive Engineer’s decision as to what is “the usual method in use in the Department” will be final.

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

15. Every tenderer shall furnish along with the tender, information regarding the Income Tax Return of the immediate previous financial year.

16. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for (GCD/PWD/CFM/1092/62517 of 26.5.1959).

17. The Contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule ‘A’ of the agreement, at work site, having double locking arrangement. The materials will be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of works.

18. The Contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of Statement No. II.

19. Every registered Contractor should furnish along with the tender a statement showing previous experience and technical staff employed by him, in the Form No. V.

20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions of Contract Labour (Regulation and Abolition) Act, 1973 before starting work failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to the Government. (Reference Government of Maharashtra, Irrigation & Power Department’s letter No. LAB 1076/1181/(666E-(17), dated 8/9/1976).

21. The Contractor shall comply with the provisions of Apprentices Act, 1961 and the rules and the orders issued there under from time to time. If he fails to do so, his failure will be breach of the contract and the Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

Signature of Contractor Dy. Executive Engineer 
S.P. Division NO.2, Daryapur
**TENDER FOR WORK**

*In figures as well as in words.*

1. I/We hereby tender for the execution, for the Governor of Maharashtra (hereinafter and hereinafter referred to as “Government”) of the works specified in the underwritten memorandum within the time specified in such memorandum at (percent below/above) the estimated rates entered in Schedule – B (memorandum showing items of works to be carried out) and in accordance in all respects with the specifications, design, drawings, and instructions, in writing and in Clause-12 of the annexed conditions of the contract and agree that when materials for the works are provided by the Government such material the rates to be paid for them shall be as provided in Schedule “A” hereto.

<table>
<thead>
<tr>
<th>MEMORANDUM</th>
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<tbody>
<tr>
<td><strong>(a) if several sub-works are included they should be detailed in a separate list</strong></td>
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<tr>
<td><strong>(b) Estimated Cost -</strong></td>
</tr>
<tr>
<td><strong>(c) Earnest Money -</strong></td>
</tr>
<tr>
<td>Rs 1884914/-</td>
</tr>
<tr>
<td>Rs 19000/-</td>
</tr>
</tbody>
</table>

| **(d) This deposit shall be in accordance with paras 213 and 214 of the M.P.W. Manual.** |
| **(e) This percent where no security deposit is taken, will vary from 5 percent to requirement of the case where security deposit is taken see not 1 to clause 1 of** |
| **(f) Give Schedule where necessary showing dates by which the various** |
| **(g) Time allowed for the work from the date of written order to commence -** |
| 6(Six) Calendar Months. (Including Monsoon) |

2. I/We agree that the offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. Treasury/ Bank Challan No.________ and date or Term Deposit Receipt for a period of one year receipt no. and date In respect to the sum of Rs.______________ (in words ) representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be

**Signature of Contractor**

**Dy. Executive Engineer**

**Executive Engineer**

**S.P. Division NO.2, Daryapur**
liable to be forfeited to the Government should I/We fail to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contracts. 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. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Government, a true copy of which is enclosed herewith representing the earnest money (as the value of which is to be absolutely forfeited to the Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1 (A) of the said Conditions of Contract otherwise the said amount of Rs. ______/- (in words __________) shall be refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

4. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of Contract annexed hereto so far as applicable and in default thereof to forfeit and pay to the Government the sum of money mentioned in the said conditions and in the event of the deficiency out of any other contract or transaction of any nature whatsoever or otherwise.

I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Government, a true copy of which is enclosed herewith representing the earnest money (as the value of which is to be absolutely forfeited to the Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1 (A) of the said Conditions of Contract otherwise the said amount of Rs. ______/- (in words __________) shall be refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

Dated: The day of 200---

(Witness) :

Address :

(Occupation) :

46
The above tender is hereby accepted by me for and on behalf of the Governor of Maharashtra

Dated________day of _______200

*EXECUTIVE ENGINEER

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<tr>
<th><strong>CONDITIONS OF CONTRACT</strong></th>
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</table>
| Clause-1 The person/ persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, assigns) shall (A) within ten days ( which may be extended by the Superintending Engineer concerned upto 15 days if the Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with executive engineer in cash of Government securities endorsed to the Executive Engineer ( if deposited for more than 12 months) of the sum sufficient which will make up to the full security deposit specified in the tender or (B) permit Government at the time of deduct such sum as will amount to four * percent of all moneys so payable such deductions to be held by Government by way of security deposit) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to four period of the total estimated payment to the contractor for work done under the contract to make up the full amount of four percent by deducting sufficient sum from every such payment as last aforesaid until the full amount for the security deposit is made u. All compensation or other sums of money payable for the contractor to Government under terms of his contract may be deducted from or paid by the sale of sufficient part of his security, deposit or from the interest arising therefrom 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 ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or referred to, when paid in cash may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired his in writing

The security deposit will not be accepted in forms of insurance company bonds. As per Government orders contained in no. CCM/PWD/CAT/42350 dated 27.12.1956 . If the amount of the specified at (A) above is not paid the tender / contract already accepted shall be considered as.

cancelled and legal steps taken against the Contractor for recovery of the amounts. The amount of security deposit lodged by a Contractor shall be refunded along with the payment of final bill, if the date upto which the Contractor has agreed to maintain the work in good order is over, if such date is not over, only 50% amount of security deposit shall be refunded along with the payment of the final bill. The amount of the security deposit retained by the Government shall be released after expiry of period upto which the Contractor has agreed to maintain the work in good order is over. In the event of the Contractor failing or neglecting to complete rectification work within the period upto which the Contractor has agreed...
to maintain the work in good order, then subject to provision of Clauses 17 and 20 hereto the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.

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

<table>
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<th>Compensation for Delay</th>
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| **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 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, with all due diligence (time being deemed to be the essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation an amount equal to one percent of such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tenderer for everyday that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete. The Programme for completion of work is attached in form of bar chart on page No._________. The Contractor is supposed to carry out the work and keep the progress as per bar chart on page No. ________. The contractor should complete the work as per phase period given below, which is arrived from the bar chart.

- 100% Pot hole work in 1/12 ** of the time every year
- ½ of the work in ½ **
- 3/4th of the work in 3/4th ** of the time

**Full work to be completed in 24 (Twenty Four) Calendar Months**

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

The following proportion will usually be found suitable.

<table>
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<tr>
<th>Time</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>1/4 time</td>
<td>25% of work</td>
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<tr>
<td>½ time</td>
<td>50% of work</td>
</tr>
<tr>
<td>¾ time</td>
<td>75% of work</td>
</tr>
<tr>
<td>24 months</td>
<td>100% of work</td>
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In the event of the Contractor failing to comply with these conditions & filling to execute the work as per time schedule, 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 provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Superintending Engineer should be the final authority.

Signature of Contractor: ___________  Dy. Executive Engineer: ___________  Executive Engineer: ___________  S.P. Division NO.2, Daryapur: ___________
in this respect, irrespective of the fact that tender is accepted by Chief Engineer/ Additional Chief Engineer/ Superintending Engineer/ Executive Engineer or Assistant Engineer/ Deputy Engineer.

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

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

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

c) To order that the work of the Contractor be measured up and so 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 value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract the certificate of the executive of the executive engineer as to all the costs of the work and other expenses as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work in case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified in event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the Contractor, the amount of excess shall be deducted from money due to the contractor, by Government under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the Contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that

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<th>Signature of Contractor</th>
<th>Dy. Executive Engineer</th>
<th>Executive Engineer</th>
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<td></td>
<td>S.P. Division NO.2, Daryapur</td>
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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 reason of his having purchased, or procured any materials or entered into any engagement or made any advances on account of or with a view to the execution of the work or the performance of the contract.

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

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

### Contractor remains liable to pay compensation if action not taken under Clauses 3 & 4

**Clause 5** – In any case in which any of the powers conferred upon the Executive Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be excisable in the event of any future case of default by the Contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plants, material and stores, in or upon the work or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates being applicable at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may after giving notice in writing to the Contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plants material or stores, from the premises within a time to be specified in such notice, and in the event of the Contractor failing to comply with any such requisition, the Executive Engineer may remove them at the Contractor’s expense or sale them by auction or private sale on account of the Contractor and his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

### Power to take possession of or require removal of or sale contractor’s plant.

### Extension of time

**Clause 6** – If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer or in the opinion of Superintending Engineering or Chief Engineer as the case may be if in his opinion, there were reasonable grounds 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.

### Final certificate.

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<th>Signature of Contractor</th>
<th>Dy. Executive Engineer</th>
<th>Executive Engineer</th>
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<td></td>
<td>S.P. Division NO.2, Daryapur</td>
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</table>
**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 completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer–in–charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to Comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**Payment on intermediate certificate to be regarded as advance**

**Clause 8** – No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of 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 the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as a payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Engineer–in-charge’s certificate of the measurements and of the total amount payable for the work shall be final and binding on all the parties.

**Clause 9**- The rates for several items of works estimated to cost more than Rs.1,000/- agreed to within shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so contemplated by the Engineer-in-charge he may make payment on account of such items at such reduced rates as he
<table>
<thead>
<tr>
<th><strong>Payment at reduced rates on account of items of work not accepted as so completed, to be at the discretion of the Engineer-in-charge.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clause 10</strong> - A bill shall be submitted by the contractor in each month on or before the dated fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible shall be adjusted, if possible, within ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.</td>
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<tr>
<th><strong>Bills to be submitted monthly.</strong></th>
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<tbody>
<tr>
<td><strong>Clause 11</strong> - 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.</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th><strong>Bills to be printed on forms</strong></th>
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<tr>
<th><strong>Stores supplied by Government</strong></th>
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<tbody>
<tr>
<td><strong>Clause 12</strong> - If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the stores of the Department or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the Contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) 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 contract only and the value of full quantity of the materials and the stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract, or otherwise or from the security deposit, the same of a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the Contractor shall remain the absolute property of the Government and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Departmental stores if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent of 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 material except with such 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.</td>
</tr>
</tbody>
</table>

**Signature of Contractor**  Dy. Executive Engineer  
**Executive Engineer**  
**S.P. Division NO.2, Daryapur**
but remaining unused by him or for any wastage in or damage to any such material.

<table>
<thead>
<tr>
<th>Works to be executed in accordance with specifications, drawings, orders etc.</th>
<th>Clause 13- The Contractor shall execute the whole and every part of in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings 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 drawing 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 drawing if required by him, shall be supplied at the rates Rs. 300/- per set of contract drawing and Rs.200/- per working drawing except where otherwise specified.</th>
</tr>
</thead>
</table>

| Alteration In specification and designs not to invalidate contracts. | 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 conditions in all respects tender for the main work. And if the additional and altered work includes any class of 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 then the Contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry 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 thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Superintending Engineer of the Circle will be final. 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. |
| Rates for works not entered in estimate or schedule of rate of the district. | |
| Extension of time in consequence of addition or alterations | The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by 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 |

Signature of Contractor: Dy. Executive Engineer: Executive Engineer
S.P. Division NO.2, Daryapur
<table>
<thead>
<tr>
<th><strong>No claim to any payment or compensation for alteration in or restriction of work</strong></th>
</tr>
</thead>
</table>
| **Clause 15- (1)** If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever (other than default on the part of the Contractor for which the Government is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the Contractor a notice in writing of such desire and upon the receipt of such notice the Contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or 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 whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

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

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

4. In the event of-
   i) Any total stoppage of work on notice from the Engineer under sub-clause (1) in that behalf.
   ii) Withdrawal by the Contractor from the contractual obligation to

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<tr>
<th>Signature of Contractor</th>
<th>Dy. Executive Engineer</th>
<th>Executive Engineer</th>
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<tr>
<td></td>
<td>S.P. Division NO.2, Daryapur</td>
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<tr>
<td><strong>No claim compensation on account of loss due to delay in supply of material by Government</strong></td>
<td>complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work a period exceeding 90 days.</td>
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<td><strong>OR</strong></td>
<td>iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs, or instructions under clause 14 (1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 5,000/-</td>
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<td></td>
<td>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 contact on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment, to produce to the Engineer satisfactory 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, that such rates shall in no case exceed the rates at which the same was acquired by the Contract. 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.</td>
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| **No claim compensation on account of loss due to delay in supply of material by Government.** | Clause 15 (A) - The Contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule A where such delay is caused by i) Difficulties relating to the supply of railway wagons. ii) Force majeure. iii) Act of God. iv) Act of enemies of the State or any other reasonable cause beyond the control of Government. In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the Contractor. |

| **Time limit for unforeseen claims.** | Clause 16- Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the Contractors shall have submitted claim in writing to the Engineer – in- charge within one month of the case of such claim occurring. |

<p>| <strong>Action and compensation payable in case of bad work.</strong> | Clause 17- If at any time before the security deposit or any part thereof is refunded to the Contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the |</p>
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<tr>
<th>No. CAT-1087/CR-94/Bldg.-2</th>
<th>Dated 14/6/89.</th>
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<tr>
<td>execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of my have been inadvertently passed certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required shall remove the materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer in charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in 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 prescribed 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 therefor.</td>
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<thead>
<tr>
<th>Work to be open to inspection</th>
<th>Contractor or responsible agent to be present.</th>
</tr>
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<tbody>
<tr>
<td>Clause 18 - All works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractors duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.</td>
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<tr>
<th>Notice to be given before work is covered up</th>
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<tbody>
<tr>
<td>Clause 19 - The contractor shall give not less than five day’s notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the 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 place beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the Contractor’s expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.</td>
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<tr>
<th>Contractor liable for damage done and for imperfections.</th>
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<tbody>
<tr>
<td>Clause 20- If during the period of 24 Months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contractor or 24 months (Twenty Four Months) after commissioning the work, whichever is earlier in the opinion of the Executive Engineer the said work is defective in any manner whatsoever the Contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution in every respect all the work that may be necessary for rectifying and setting right the defects specified therein</td>
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</table>
including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer may 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 cost, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the Contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government the same may be recovered from the Contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may therefore become payable by the Government to the Contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.

<table>
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<tr>
<th>Contractor to supply plant, ladder, scaffolding, etc. and is liable for damages arising from non provisions of light, fencing etc.</th>
<th>Clause 21- The Contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the P.W.D. stores), plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the Contractor and expenses may be deducted from any money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof, or 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 of every suit, action or other legal proceedings, at law 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.</th>
</tr>
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<tbody>
<tr>
<td>Signature of Contractor</td>
<td>Dy. Executive Engineer</td>
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<tr>
<td>a)</td>
<td>Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.</td>
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<td>b)</td>
<td>A scaffold shall not be constructed, taken down or substantially altered except:-</td>
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<tr>
<td>i)</td>
<td>Under the supervision of a competent and responsible person, and</td>
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<tr>
<td>ii)</td>
<td>As far as possible by competent workers possessing adequate experience in this kind of work.</td>
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<td>c)</td>
<td>All scaffolds and appliances connected therewith and ladders shall</td>
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<tr>
<td>i)</td>
<td>be of sound material.</td>
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<tr>
<td>ii)</td>
<td>Be of adequate strength having regard to loads and strains to which they will be subjected, and</td>
</tr>
<tr>
<td>iii)</td>
<td>Be maintained in proper condition.</td>
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<tr>
<td>d)</td>
<td>Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.</td>
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<tr>
<td>e)</td>
<td>Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.</td>
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<tr>
<td>f)</td>
<td>Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.</td>
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<tr>
<td>g)</td>
<td>Scaffolds shall be periodically inspected by a competent person.</td>
</tr>
<tr>
<td>h)</td>
<td>Before allowing a scaffold to be used by his workmen the Contractor shall, whether the scaffold to be used by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.</td>
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<tr>
<td>i)</td>
<td>Working platform, gangway, stairways shall</td>
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<td>be so constructed that no part thereof can sag unduly or unequally.</td>
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<td><strong>Clause 21- (B)</strong> – The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:</td>
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<td>a) Hoisting machines and tackles, including their attachments, anchorages and supports shall</td>
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<td>i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and</td>
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<td>ii) be kept in good repair and in good working order.</td>
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<tr>
<td>b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.</td>
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<tr>
<td>c) Hoisting machines and tackles 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.</td>
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<tr>
<td>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</td>
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<td>e) Every crane driver or hoisting appliance operator shall be properly qualified.</td>
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<td>f) No person who is below the age of 21 years shall be in control any hoisting machine, including any scaffold which give signals to the operator.</td>
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<tr>
<td>g) In case of every hoisting machine and of every chin, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.</td>
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<tr>
<td>h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.</td>
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<tr>
<td>i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.</td>
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<tr>
<td>j) No part of any hoisting machine or any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.</td>
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<tr>
<td>k) Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall, be provided with efficient safeguards.</td>
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<tr>
<td>l) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk of the accidental descent of the load.</td>
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<tr>
<td>m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.</td>
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**Measurement for prevention of fire.**

**Clause 22-** The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission from the Executive Engineer. When such permit is given, and also in the 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

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<tr>
<th>Signature of Contractor</th>
<th>Dy. Executive Engineer</th>
<th>Executive Engineer</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>S.P. Division NO.2, Daryapur</td>
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or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

<table>
<thead>
<tr>
<th>Liability of Contractor for any damage done in or outside work area.</th>
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<tbody>
<tr>
<td><strong>Clause 23</strong> - Compensation for all damages done intentionally or unintentionally by Contractor’s labour whether in or beyond the limits of the Government property including and 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 estimate 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 damage in the prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to Contractor under this contract or otherwise. The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.</td>
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<tr>
<th>Employment of female labour</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clause 24</strong> - The employment of female laborers on works in neighborhood of soldier’s barracks should be avoided as far as possible. The contractor shall employ the labour with the nearest employment exchange.</td>
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<tr>
<th>Work on Sunday</th>
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<tr>
<td><strong>Clause 25</strong> - No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.</td>
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<tr>
<th>Work not to Sublet.</th>
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<tr>
<td><strong>Clause 26</strong> - 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 to do so, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer of person in the employment of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under Clause 3thereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.</td>
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<tr>
<th>Sum Payable by way compensation to be considered as reasonable compensation without reference to actual loss.</th>
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<tr>
<td><strong>Clause 27</strong> - All sums payable by a Contractor by way of compensation under any of these 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.</td>
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<th>Changes in the constitution if firm to be notified</th>
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<tbody>
<tr>
<td><strong>Clause 28</strong> - In case of tender by partners, any change in the constitution of a Firm shall be forthwith notified by the Contractor to the Executive-in-charge for his information.</td>
</tr>
</tbody>
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Signature of Contractor: Dy. Executive Engineer
S.P. Division NO.2, Daryapur
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<tr>
<th><strong>Direction and control of the Superintending Engineer.</strong></th>
<th>Clause 29- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.</th>
</tr>
</thead>
</table>
| **Direction and control of the Superintending Engineer.** | Clause 30 (1) – Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in the force, the decision of the Superintending Engineer of the Circle for the time being shall be final conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof.  
**Clause 30 (2)** - the Contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the Circle as aforesaid appeal against it to the Chief Engineer concerned, with the contract work or project provided that - (a) The accepted value of the contract exceeds Rs. 10 lakhs (Rupees Ten lakhs) (b) Amount of claim is not less than Rs.1.00 lakhs (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 concerned Secretary, Public Works Department/ Irrigation Department who, if convinced that prima-facie the Contractor's claim rejected by the Superintending Engineer/Chief engineer is not frivolous and that there is some substance in the claim of the Contractor as would merit a detailed examination and decision by the Standing Committee shall put up to the Standing Committee at Government level for suitable decision (Vide PW Circular No. CAT-1086-CR-110/Bldg.2, dated 7.5.1986). |
| **Stores of European or American manufacture to be obtained from the Government.** | Clause 31 - The Contractor shall obtain from Departmental stores all stores and articles of European or American manufacturer which may be required for the work, or any part thereof or in making up any articles required thereof or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the Contractor by the Engineer-in-charge will be debited to the Contractor in his account at the rates shown in the Schedule in Form 'A' attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the store aforesaid. |
| **Lumpsums in estimates** | Clause 32 - When the estimate on which a tender is made includes lumpsums in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each 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 Signature of Contractor Dy. Executive Engineer Executive Engineer S.P. Division NO.2, Daryapur |
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.

**Actions where no specifications.**

**Clause 33 -** In the case of any class of work for which there is no such specifications as is mentioned in Rule 1 of Form B-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 respect in accordance with all instructions and requirements of the Engineer-in-charge.

**Definition of work**

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

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

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

**Payment of quarry fees and royalties G.R.No. Misc.02/05/(291) /Buildg.2, dated 11/9/2003**

**Clause 36 -** All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any, shall be paid by the Contractor.

**Compensation under Workmen's Compensation Act.**

**Clause 37 -** The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's compensation Act, 1923 (VII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable / paid by the Government as principal under sub-section (1) of Section 12 the said Act on behalf of the Contractor, it shall be recoverable by the Government from the Contractor under sub-section (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 workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of the Government from any amount due or that may become due to the Contractor.

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

a) The workers shall be required to use the equipments 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.

**Govt. Circular**

No.PWD/ID CAT-6076/3336/(400)/Blg:2, dated 16/08/1985.

**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 subjected to all the liabilities and penalties provided by the said Act and said Rules.

**Clause 38** - Deleted

**Employment of famine labour etc.**

**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.

**Claim for compensation for delay in starting the work.**

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

**Claim for compensation for delay in execution of work**

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

**Enter upon or commencing any portion of work.**

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

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

**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 three inches 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 the 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 ground that the wages paid are not fair and reasonable, the dispute shall be referred
without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on the Contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Government at the sanctioned tender rates.

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

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

viii) All facilities provided in the Contract Labour (Regulation and Abolition Act 1971), the Maharashtra Contract Labour Regulation and Abolition Rule 1971 should be provided.

<table>
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<tr>
<th>Method of payment</th>
<th>Clause 44 - Payment to Contractors shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10/- . Amounts not exceeding Rs. 10 will be paid in cash.</th>
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<td>Acceptance of conditions compulsory before tendering for work.</td>
<td>Clause 45 - Any Contractor who does not accept these conditions shall not be allowed to tender for work.</td>
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<td>employment of scarcity labour.</td>
<td>Clause 46 - If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of 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 person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.</td>
</tr>
<tr>
<td>Maharashtra Value Added Tax Act,2005 Govt. in P.W.Deptt. Circular No. BDG/</td>
<td>Clause 47 (A) – “ The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of the leviable tax in respect of sale by transfer of properly in goods involved in the execution of a work contract under provision of Rule 58 of Maharashtra Value added Tax Act, 2005, for the</td>
</tr>
<tr>
<td>Clause 48</td>
<td>The rates to be quoted by the Contractor must be inclusive of MVAT. No extra payment on this account will be made to the Contractor.</td>
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<tr>
<td>Clause 49</td>
<td>In case of materials that may remain surplus with the Contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.</td>
</tr>
</tbody>
</table>

**PWD Government Resolution No.CAT/1097/CR-478/Bldg-2, Mantralaya, dated 23rd March, 1998.**

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

| Clause 51 | Wages to be paid to the skilled and unskilled laborers engaged by the Contractor. The Contractor shall pay the laborers – skilled and unskilled – according to the wages prescribed by Minimum Wages Act, 1948 applicable to the area in which work of the Contractor is in progress. The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time, if he fails to do so, his failure will be a breach of the Contract and the Superintending Engineer may in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act. |

**Government Circular No. CAT 1274/40364/Desk-2, Mantralaya, Mumbai.32 dated 07/12/1976.**

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

**Government Circular**

| Clause 53 | The Contractor shall duly comply with all the provisions of the | Signature of Contractor | Dy. Executive Engineer | Executive Engineer |
| | | | | S.P. Division NO.2, Daryapur |
**CONDITIONS FOR MALARIA ERADICATION, ANTI-MALARIA AND OTHER HEALTH MEASURES.**

a) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filaria) of Health Services, Pune.

b) The Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.

c) The Contractor shall carry out anti-malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (Malaria and Filaria) of Health Services, Pune.

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

e) **RELATION WITH PUBLIC AUTHORITIES:**

The Contractor shall make sufficient arrangements for draining away the sewage 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 the premises clean by employing sufficient number of sweepers. The Contractor shall comply with rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government. (Government of Maharashtra, P.W.D. Resolution No. CAT-1086/CR 243/D/Bldg.2, Mantralaya, Mumbai, dated 11/9/1987).

**Clause 56 – CONDITIONS RELATING TO INSURANCE OF CONTRACT WORK.**
The Contractor shall take out Insurance Policy / Policies (viz Contractor's All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as directed by the Directorate of Insurance) so as to vide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period **COMPULSORILY** from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is " 264, MHADA, First Floor, Opposite Kalanagar, Bandra (East), Mumbai 400 051. " ( Telephone No. 022 –26590403 / 26590690 and Fax No. IS022-26592461/26590403).

Similarly all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance Policy. Insurance Policy/ Policies taken out from any other company will not be accepted. If any contractor has not taken out the Insurance Policy from the Directorate of Insurance, Maharashtra State Mumbai or have effected insurance with any Insurance Company, the same will not be accepted and one percent (1%) of the tender amount or such amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.


**Clause 57 - Building and Other Construction Workers Welfare cess**


Signature of Contractor Dy. Executive Engineer Executive Engineer

S.P. Division NO.2, Daryapur
ADDITIONAL CONDITIONS FOR MATERIALS

(CEMENT, M.S. / H.Y.S.D./ T.M.T. BARS, ASPHALT, ETC. BROUGHT BY CONTRACTOR)

1. All the materials such as Asphalt, Cement, steel etc. shall be procured by the Contractor from approved Government Institutions or as directed by Engineer-in-charge only. The material shall be brought at the site of work well in advance by the Contractor. The gate pass of the Asphalt, Invoice of Cement, steel etc. shall be examined by the authorized representative of the Engineer-in-charge.

2. The Contractor shall submit periodically as well as on the completion of work, an account of all materials used by him on the work. In addition, a separate register shall be maintained on site for recording daily item wise Asphalt, Cement, steel consumption and also item wise consumption of other materials. This shall be signed daily by Contractor or his representative and authorized representative of the Engineer-in-charge.

3. All the materials such as Asphalt, Cement, steel etc. shall be procured by the Contractor from approved Government Institutions or as directed by Engineer-in-charge only. The materials from any other source in lieu of the approved Institutions shall be allowed except under written permission from the Executive Engineer. In such case, Certificate for its quality shall be produced by the Contractor and samples of materials shall be tested from any Government Laboratory by the Contractor at his cost and the test results be supplied to the Department. The materials not conforming to the required standard shall be removed at once from the site of work by the Contractor as his own cost. All the materials such as Asphalt, Cement etc. required for use in the work shall be confirming to the concerned I.S. / M.O.R.T.& H. specifications. The Contractor shall get necessary tests carried out to the frequency specified for each material in the specification and submit the test results to the Engineer-in-charge or his authorized representative. These materials shall be used on work by the Contractor, only if the test thereof are found satisfactory to the results Engineer-in-charge or his authorized representative. For the purpose of daily testing of material, such metal, sand, rubble, etc., the Contractor shall make his own arrangements to install a well equipped Laboratory at the site of work at his own cost. The Contractor shall employ qualified personnel at the site of work at his own cost. The responsibility of carrying out tests to the frequency specified for each material shall rest with the Contractor. The extract of register shall be submitted to the Executive Engineer with each bill. Copy of register for the entire period shall be submitted along with the final bill.

4. The Contractor shall construct at his own cost shed/sheds as per direction of the Engineer-in-charge of the work for storing the materials and provide double locking arrangements. The Store shed such constructed shall be removed on completion of work. The Contractor shall take all necessary steps to guard the materials brought by him.

5. The Contractor shall make his own arrangement for the safe custody of the materials brought by him on site of work.

6. The charges for conveying of materials from the place of purchase by the Contractor to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.

7. Separate registers shall be maintained by the Contractor on the site for recording detailed item wise Asphalt, Cement and Steel consumption on the work. These registers shall be signed by Contractor or his authorized representative and got signed from the representative Engineer-in-charge.

Signature of Contractor       Dy. Executive Engineer       Executive Engineer
                           S.P. Division NO.2, Daryapur
8. The material required only for this work shall be kept in the godown at site. No material shall be shifted outside of the godown except for the work for which this arrangement is entered, without prior approval of the Engineer-in-charge.

9. 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.

10. All these material i.e. cement, steel etc. shall be protected from any damages, rains etc. by the contractor at his own cost.

11. The Contractor will have to erect temporary shed of approved specifications storing of above materials at work site at contractors cost having double lock arrangements (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 of his authorized representative & the door shall be openable only after both locks are opened.)

12. 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.

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

14. The Government 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 made good by the contractor at his cost.

15. ANNEXURE FOR R.C.C. PIPE PROCUREMENT: The R.C.C. pipes required for the work shall be procured from the MISSIDC only. The payment towards providing and fixing NP2 / NP3 / NP4 pipes will be released only after the contractor submits the bill of MISSIDC to authenticate that the pipes have been purchased from the MISSIDC. No payment towards the item of providing and laying of the pipe will be released in absence of the submission of the requisite document.

After completion of these items in the particular kilometer the withheld payment will be finally released.

16. INDEMNITY: The condition regarding indemnity as defined on Page ……. At Sr.No.4 will apply mutatis mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.

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

18. Empty asphalt drums shall be the property of the Contractor and the same shall be removed immediately after completion of work.

Signature of Contractor Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
19. All empty cement bags shall be returned by Contractor to Department and the Executive Engineer shall preserve them for one year as token of proof of use of cement in proper proportion in work.

**Arrangement of Materials**

1. The Contractor shall make his own arrangement for supply of materials including bitumen 60/70 grade, and 30/40 grade cement and steel, RCC pipes/Collars. The Contractor shall be responsible for all transportation and storage of the materials at the site and shall bear all the related costs. The Engineer shall be entitled at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for such inspection or examination as may be required.

2. The Contractor shall keep as accurate record of use of materials like bitumen, cement and steel used in the works in a manner prescribed by the Engineer.

3. After receiving the bitumen, the authorized challan/gate pass should be obtained from the refinery mentioned in the quality of bitumen, grade of bitumen, date, time of delivery etc. and it should be handed over to department for each consignment.

4. While transportation of bouzer a through transport pass should be obtained from the Corporation/Municipality through which the bouzer is passed and same should be handed over the authorized person of the Department.

5. If there is any doubt regarding the material received, the same should be get tested from the Government laboratory at the cost of the Contractor, and if the results are substandard, the material or the work executed with such material will be rejected.

6. The day to day record of the receipt/utilty/balance of material should be kept by the Contractor at plant site/site of work/store and same will be checked by the Engineer-in-charge or authorized Engineer at any time.

7. The procurement of cement/steel etc. should be from the authorized manufacturing company and the vouchers regarding purchase thereof shall be submitted to Engineer-in-charge.

8. The testing charges shall be entirely borne by the Contractor.
SPECIAL ATTENTION OF CONTRACTOR FOR EXECUTION

Procurement of Material:

Department will not supply any material for execution of work such as Cement, Tor Steel, Asphalt etc. The contractor has to arrange the same from his own source. The quality of the material brought to the site by the contractor should be verified through the various tests provided as per relevant Indian Standards at the cost of the contractor.

The adjustment for variation in cost prices of Mild steel and Tor steel bars, structural steel, cement (all tested quality) shall be separately made corresponding to the difference in the cost as per the basic price mentioned hereafter as per Price Variation Clause.

The contractor shall construct shed/sheds at his own cost and as per direction of Engineer-in-charge for storing the materials brought by him and provide double locking arrangements, one lock shall be in the charge of departmental person and the material shall be taken for use in presence of the departmental person only.

=================================================================================================

ENSURING GRADE OF ASPHALT BROUGHT ON SITE BY THE CONTRACTOR

It shall be mandatory on the part of the contractor to procure the asphalt from Government owned Refinery only. The contractor shall communicate the schedule of arrival of bouzer of asphalt to the Engineer-in-charge in advance. Apparatus and equipment for testing grade of asphalt shall be made available by the contractor at site. If the grade of asphalt is found as per specification written permission will be given for unloading the bouzer by the Engineer-in-charge, otherwise written instructions will be given for not using the same on site. (Please refer Government Circular (Marathi) No. Misc 2016/CR-320/Road-1/Dt. 01.07.2016.)

Signature of Contractor   Dy. Executive Engineer   Executive Engineer
S.P. Division NO.2, Daryapur
Accompaniments to Government Resolution

PRICE VARIATION CLAUSE

(Clause is Deleted)
(III) THE FOLLOWING CONDITIONS SHALL PREVAIL.

(i) The operative period of the Contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date 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 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 of the Contractor.
## ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

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<td>29.</td>
<td>Medical and sanitary arrangement for labour</td>
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<td>Safety Code</td>
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<td>Scope of rates for different items of works</td>
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<td>32.</td>
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<td>38.</td>
<td>Quality assurance and maintenance</td>
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<td>39.</td>
<td>Photographs</td>
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</tbody>
</table>
ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

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

MORTH Specification for Road and Bridges Work latest edition with all amendments :

MORTH Specification for Road and Bridge Work or latest edition with all amendments shall form part of
the contract documents and the contractors shall be legally bound to the various provisions made therein
unless and otherwise specifically relaxed or waived wholly or partly by any special clauses in the contract
documents.

1.0 CONTRACTOR TO INFORM HIMSELF FULLY:

The contractor shall be deemed to have carefully examined the work and site conditions including labour,
the general and the special conditions, specifications, schedules and drawings and shall be deemed to have
visited the site of the work and to have fully informed himself regarding the local conditions and carried out
his own investigation to arrive at rates quoted in the tender. In this regard, he will be given necessary
information to the best of knowledge of Department but without any guarantee about it. If he shall have any
doubt as to the meaning of any portions of these general conditions or the special additional conditions, or
the scope of work or the specifications and drawings or any other matter concerning the contract, he shall in
good time, before submitting his tender, set forth the particulars thereof and submit them to the Executive
Engineer, Special Project (P.W.) Division No.2, Daryapur in writing in order that such doubts may be
clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according
to tender conditions in the absence of such authentic pre-clarification.

2. INDEMNITY:

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

3. DEFINITIONS:

Unless excluded by or repugnant to the context,
(a) The expression “Government” as used in the tender papers shall mean the Public Works,
Department of the Government of Maharashtra.

(b) The expression “Chief Engineer” as used anywhere in the tender papers shall mean Chief Engineer
or 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
Super intending Engineer's rank (by whatever designation he may be known) under whose control the work
lies for the time being.

(d) The expression "Engineer" or "Engineer-in-charge" as used in the tender papers shall mean the
Executive Engineer in charge of the work for the time being.

(e) The expression "Contractor" used in the tender papers shall mean the successful tenderer whose
tender has been accepted, and who has been authorized to proceed with the work. The contractor shall / may
be the individual or firm or company whether incorporated or not, undertaking the work and shall include

Signature of Contractor  Dy. Executive Engineer  Executive Engineer
S.P. Division NO.2, Daryapur
legal representatives of such an individual or person comprising such firm or company as the case may be and permitted assigns of such individual or firm or company.

(f) The expression "Contract" as used in tender papers shall mean the deed of contract together with its original accompaniment and those later incorporated in it by mutual consent. The contract shall mean the notice offender the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein and the accepted conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one other.

(g) The expression "Plant" as used in the tender papers shall mean every machinery, necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in, altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used thereof.

(h) "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.

(i) "Engineer's representative" shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.

(j) "Provision sum" or "Provisional lump-sum" shall mean a lump sum included by Government in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.

(k) "Provisional items" shall mean items for which approximate quantities have been included in the tender documents.

(I) The "Site" shall mean the Sands and / or other places, on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of contract.

(m) The "Work" shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the Contract.

(h) The "Contract Sum" shall mean the sum for which the tender is accepted.

(0) The "Accepting authority" shall mean the officer competent to accept the tender. The "Accepting Authority" shall mean the Chief Engineer, Public Works Region, Amravati.

P) The "Day" shall means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.

Q) "Temporary Works" shall means all temporary works of every kind required in or about the execution completion or maintenance of the work.

R) "Urgent Works" shall means 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.

Signature of Contractor Dy. Executive Engineer Executive Engineer
S.P. Division NO.2, Daryapur
S) A "Week" shall mean seven consecutive days without regards to the number of hours worked on any day in that week.

T) "Excepted Risks" are risks to riots (other wise than among contractors employees) and civil commotions (in so far as both these are uninsurable) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, lighting and unprecedented floods over which the contractor has no control and accepted as such by the accepting authority.

Where the context so requires, words importing the singular number only also include the plural number and vice-versa.

Heading and Marginal notes if any to the general condition shall not be deemed to form par thereof or be taken into consideration in the interpretation or construction thereof the contract.

Wherever, there is mention of "Schedule of Rates" of the division or simply D.S.R. of schedule rates in this tender, it will be taken to mean as "The schedule of rate of the Division in whose jurisdiction the work lies"

4. ERRORS, OMISSION AND DISCREPANCIES:

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

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

In case of difference between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as correct. In other cases correct rate would be that, which is lower.

In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item or specification, reference shall be made to the Executive Engineer, Special Project (P.W.) Division No.2, Daryapur 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.

The special provisions in detailed specifications and wording of any item shall gain precedence over corresponding contract provisions (if any) in the standard specifications of public works department Hand Book where reference to such specifications is given without reproducing the details of contract.

4.1 PROGRAMME OF WORK

4.1.1 The work is required to be completed within a period of as per time schedule 24 months (Twenty Four Calendar Months) (including the monsoon period) The Contractor shall submit the tentative Bar Chart before commencement of work.

5. METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENTS :-

5.1 Construction Machinery / Equipments:

Signature of Contractor

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
5.1.1 The methodology and equipments to be used on the project shall be furnished by the Contractor to the Engineer-In-Charge well in advance of commencement of work and approval of the Engineer-In-Charge obtained prior to its adoption and use.

5.1.2 The Contractor shall give, a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer-in-Charge before commencement of work, if so desired by the Engineer-In-Charge.

5.1.3 All equipments provided shall be of proven efficiency and shall be operated and maintained at all times in the manner acceptable to the Engineer-In-Charge.

5.1.4 No equipment or personnel shall be removed from the site without permission of the Engineer-In-Charge.

5.1.5 Contractor shall furnish at least 7 days in advance his programme of commencement of item of work, the details of actual methods that would be adopted by the contractor for the execution of various items of work supported by necessary detailed drawings and sketches including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc. and obtain prior approval of the Engineer-In-Charge well in advance of starting of such item of work. The Engineer-In-Charge reserves the right to suggest modifications or make complete changes in the method proposed by the contractor, whether accepted previously or not at any stage of the work, to obtain 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 specifications of the item remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the contractors, will however, rest on the contractor, irrespective of any approval given by the Engineer.

6. WORKING METHODS:

Contractor shall submit, within 7 days, in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by Engineer, at each of the locations, supported by necessary detailed drawings and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. And obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the method proposed by the contractor, whether accepted previously or not, at any stage of the work. to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered.

6.1) WORK METHODOLOGY FOR SEAL COAT

Liquid seal coat shall be executed as per clause No.513 of specification for roads and Bridges work of MORT&H specification 2001 and latest reprint amendments. Preparation of surface to receive seal coat shall be as per 513.3.3.2, and in one go 200 m only.

The Preparation of surface for seal coat and construction of seal coat as per clause 513.3.3.2 & 513.3.3.3 responsively as mention above shall be done in 200m in one go 200 m cycle shall be repeated throughout the day and at the end of the working day any fraction left measuring less than 200 m shall be done separately as mentioned herein

6.2 PROGRESSIVE METHODOLOGY.

The work methodology as described above shall then be followed for next 200mts. and thus

Signature of Contractor                     Dy. Executive Engineer  
}

Executive Engineer 
S.P. Division NO.2, Daryapur
progressively for entire length of road.

6.3 MODE OF INSPECTION AND MEASUREMENT

The Executive Engineer shall remain present and personally supervise the first 200 mts. length accordingly in presence of Deputy Engineer, Junior Engineer and Contractor/Contractor’s representative.

The Deputy Engineer or representative of Executive Engineer shall remain present and personally supervise at least 25% of the area of seal coat. Executed

The Executive Engineer shall remain present and personally supervise cent percent length executed

The Deputy Engineer or representative of Executive Engineer shall remain present and personally supervise at least 25% of the area of seal coat. Executed

The Junior Engineer shall remain present and personally supervise cent percent length executed

The Executive Engineer shall show the check measurement of carpet and liquid seal coat accordingly in the measurement book for the executed 200 Mtr. demo length. This check measurement shall be part of percentage check measurement required by Executive Engineer as per the Maharashtra Public Works Manual, Appendix-24.

The measurement of liquid seal coat of the work shall be recorded by Deputy Engineer only.

7. PROGRESS SCHEDULE:

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

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

7.3 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.

7.4 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.

7.5 PRIORITIES OF WORKS TO BE EXECUTED:

Priorities for items to be executed shall be determined periodically & as per time schedule keeping in view of the final time limit allowed for the work and all the time schedule fixed for intermediate stages of work. Engineer can initiate such action at any time by giving 7 day notice in writing to contractor.

Signature of Contractor

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
7.6 Revised Programme of Work in case of slippage:
In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up slippage within the stipulated time schedule and obtain the approval of the Engineer-in-charge to the revised programme.

4(7.7) Action in case disproportionate progress:
In case of extremely poor progress of the work or any item at any stages of work which in the opinion of the Engineer-In-Charge cannot be made good by the Contractor considering his available resources, the Engineer-In-Charge will get it accelerated to make up the lost time through any other agency, and recover the additional cost incurred, If any, in getting the work done from the Contractor after informing him about the action envisaged by him.

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

9. AGENT AND WORK-ORDER BOOK:
The contractor shall himself manage the work or engage an authorized all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract condition. A qualified and experience, 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 contractors. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by the Contractor and notify changes when made, and satisfy the unquestionable right to ask for change in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer.

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

10. SETTING OUT FOR ROAD / BRIDGE :-

Setting out:
Setting out the works as spelt out in clause 109 of Ministry’s specifications for Road and Bridge works will be carried out by the Contractor.

Immediately on receipt of the work order, the contractor shall at his own expenses clean the site and take up a provisional and final setting out and lining out of the work under the supervision of his responsible representative and shall provide necessary material, labour, tools, instruments etc. required for the same.

The contractor shall be responsible for true and proper setting out of the work and for the correctness of the positions, level dimensions and arrangements of all parts of works and for providing all necessary instruments, appliances and labours in connection therewith at his own cost. Officers may assist the contractor in proper setting out. Government instruments may be allowed to be used for setting out of work for which no cost shall be recovered from the contractor. If at any time during the progress of work, any errors arise in regard to levels of dimensions or alignment of any part of the work, rectification thereof, on being required to do so, will be carried out by the contractor at his own cost, unless such errors are based on incorrect data, supplied in writing by the Engineer or his authorized representative in which case the expenses of the rectification shall be refunded by Government.

Signature of Contractor Dy. Executive Engineer
Executive Engineer
S.P. Division NO.2, Daryapur
10.1 The contractor for shall provide free of charge all labour and materials required for lining out, surveying, inspection decided by the Engineer as considered necessary for the proper and systematic execution of the work. Likewise only one bench mark with definite value of R.L. will be shown to contractor who shall have to provide for network of temporary benchmark's all along the site of works as required for executive the work. The contractor shall be responsible for the provision, accuracy and maintenance of such temporary bench mark. He shall be responsible for the correctness of the position, levels, dimensions and alignments of all parts of the works and provisions of necessary instruments and labour in connection with it. The contractor shall provide scientific instruments and labour in connection with it. The contractor shall provide like theodolite total station and automatic leveling instruments and steel tapes for lining out the work suitable masonry pedestals or wooden stacks firmly fixed shall be provided by the contractor for marking the Center lines of the structures.

The checking or inspection of any setting out of any line or level or word by Engineer or his representative shall not any way leave the contractor of his responsibility for correctness thereof. The contractor shall carefully protect and preserve bench mark pedestals and stone etc. used in setting of the works.

10.2 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 its own cost, when instructions are issued to that effect by the Engineer-in-charge.

10.3 LEVELLING INSTRUMENTS:

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

10.4 To carry out activities mentioned above 10.1, 10.2 & 10.3

Contractor shall make all necessary arrangements to carry out all necessary detail surveys required as per the Specifications / Tender Conditions, during currency of work / project, and deliver desired outputs in printed / soft as instructed by engineer in charge at different stages of works as instructed by the engineer in-charge during the currency of the project, that is from start to finish of the works/project. To carry out such surveys and deliver desired outputs in printed form / soft copy as instructed by engineer in charge as mentioned above. The Contractor shall appoint a survey agency with the approval of the engineer in charge, for that, Contractor shall submit list of three survey agencies to engineer in charge, along with the payment of his security deposit (as required under the clause one of the B-1 contract).

The engineer in charge on receipt of such list will select one survey agency out of three and communicate it, along with the work order to contractor. Contractor should appoint survey agency as selected by the engineer in charge. The survey agency shall not be changed without permission of the engineer in charge. The survey agency and/or contractor shall have

1) Latest survey instruments and/or equipments viz. total station, auto levels, plotter etc.
2) Auto CAD, non-auto CAD base software to deliver desired outputs based on survey carried out using (1) above, in printed/soft copy as instructed by engineer in charge.
3) Necessary trained manpower to work on and deliver as (1) and (2) above.

For appointing survey agency, to carry out such surveys and deliver desired outputs in printed/soft as instructed by engineer in charge as mentioned above the Contractor shall not be paid separately. His offer shall be inclusive of all.

Signature of Contractor                Dy. Executive Engineer                Executive Engineer
S.P. Division NO.2, Daryapur
11) **AUTHORITIES OF THE ENGINEER-IN-CHARGE 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 or workmanship employed in connection with the works. The Engineer-in-charge may from time to time, in writing delegate to his representative any powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such delegations of powers and authorities. Any written instructions of Approval given by the representative of the Engineer-in-charge to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the department as through it had been given by the Engineer-in-charge, provided always as follows. Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and so order the putting down, removal or breaking up thereof.

12) **INITIAL MEASUREMENTS FOR RECORD:**

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

13) **HANDING OVER OF WORK:**

All the work and materials before finally taken over by Government will be the entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude interim payments made for such work will not alter this position. The handing over by the Contractor and taking over by the Executive Engineer or his authorized representative will be always in writing, copies of 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 distance from casual or incidental one, except as specially mentioned elsewhere in this contract, or as mutually agreed to.

14) **ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC. :**

The Engineer, on a written request by the 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 delay in this behalf and no claims on account of such failures or delays shall be allowed by the Government. The Contractor shall have to make his own arrangement for machinery required for the work. Such machinery conveniently available with the Department may be spared as the rules in force on recovery of necessary Security Deposit and rent with Agreement in the prescribed Signature of Contractor form. Such an Agreement shall be independent of this contract and the supply of machinery shall not form a ground for any claim or extension of time limit for this work.

15) **A)** The Contractor shall set up and get it checked and certified by the Executive Engineer, a field laboratory with necessary equipments for testing of all materials, finished products used in the construction as per requirements of relevant specifications. The testing of all materials shall be carried out by the

Signature of Contractor

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Contractor in the presence of Engineer In charge or his representative for which the contractor shall make all the necessary arrangements and bear the entire cost. The area of laboratory on field shall be minimum 60 sqm. The construction of laboratory shall be of semi permanent type & shall be constructed within 1 month after date of work order.

**B)** At least 30% of the tests of those required as per frequency chart given in Clause 15.1 shall be carried out in Government Laboratories of Vigilance & Quality Control Circle. All the tests which cannot be carried out in field laboratory shall be carried out 100% at the contractor’s cost in Vigilance & Quality Control laboratory.

**C)** The tests which cannot be carried out both in field laboratory and Vigilance & Quality Control Circle’s laboratories shall be carried out 100% in the laboratories of Government Engineering College / Government Polytechnic at the entire cost of Contractor.

### 15.1 Frequency Chart for Testing of Materials

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Material</th>
<th>Test</th>
<th>Frequency of Testing</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sand</td>
<td>i) Finess Modulus</td>
<td>At the beginning and if there is change in source for silt content</td>
<td>Every batch of sand</td>
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<td></td>
<td></td>
<td>ii) Silt Content</td>
<td></td>
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<tr>
<td>2.</td>
<td>Metal</td>
<td>i) Crushing value</td>
<td>On test per 200 Cum. or part thereof.</td>
<td>PWD Hand Book I.S. 2386 Part-II</td>
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<tr>
<td></td>
<td></td>
<td>ii) Impact value</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>iii) Abrasion value</td>
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<td></td>
<td>iv) Water Absorption</td>
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<td>v) Flakiness Index</td>
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<td></td>
<td>vi) Stripping value</td>
<td></td>
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<td></td>
<td>vii) Gradation</td>
<td></td>
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<td>3.</td>
<td>Cement Concrete</td>
<td>i) Compressive Strength</td>
<td>Upto 5 Cum – 1 set</td>
<td>M.O.R.T.H. Specification 1716</td>
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<td></td>
<td></td>
<td></td>
<td>6-15 Cum – 2 set</td>
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<td></td>
<td>16-30 – 3 set</td>
<td></td>
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<td></td>
<td>31-50 – 4 set</td>
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<td></td>
<td></td>
<td></td>
<td>One additional set for each additional 50 Cum</td>
<td></td>
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<td>4.</td>
<td>Cement</td>
<td>i) Compo strength</td>
<td>Or part thereof.</td>
<td>I.S. 269 12269</td>
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<td></td>
<td></td>
<td>ii) Initial setting time</td>
<td>One Test for each consignment of 50 M.T. (1000 bags) or part thereof.</td>
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<td></td>
<td></td>
<td>iii) Final setting time</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>iv) Specific Gravity</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>v) Soundness</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>vi) Fineness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Steel</td>
<td>i) Weightper Metre</td>
<td>One test for every 5.0 M.T. or part thereof for each diameter</td>
<td>I.S. 432.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ultimate Tensile stress</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>ii) Yield stress</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>Elongation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Water Bound Macadam</td>
<td>i) Aggregate Impact value</td>
<td>1 test per 200 Cum</td>
<td>M.O.R.T. H. specification on Table 900.3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Gradation</td>
<td>1 test per 100 cum</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Flakiness Index &amp;</td>
<td>1 test per 200 cum</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Elongation Index</td>
<td>One Test per 25 cum of binding material</td>
<td></td>
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<td></td>
<td></td>
<td>iv) Atterberg Limits of</td>
<td>one test per 100 cum</td>
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<td></td>
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<td>Binding material</td>
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<td>v) Atterberg limits of</td>
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</tbody>
</table>

Signature of Contractor: Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
<table>
<thead>
<tr>
<th></th>
<th>Prime Coat / tack coat / Fog spray</th>
<th>No. of samples per lot and tests as per I.S. 73 IS 217 and IS 8887 as applicable. At regular close intervals. One test per 5000 Ms and not less than two Same as mentioned under Sr. No. 7 Above.</th>
<th>M.O.R.T.H. Specification on Table 900-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Seal Coat / Surface Dressing</td>
<td>One test per 5000 M2 and not less than two same as mentioned under Sr. No. 7 above. One Test for 3 Km. Work. 1 Test per 50 Cum Initially 1 set of</td>
<td>M.O.R.T.H. Specification on Table.</td>
</tr>
<tr>
<td>8</td>
<td>Open Graded premix surfacing / Close graded premix surfacing</td>
<td>Same as mentioned under Sr. No. 7 1 test per 50 cum. 1 Test per 50 Cum</td>
<td>M.O.R.T.H. Specification on Table 900-3</td>
</tr>
<tr>
<td>9</td>
<td>Thermoplastic paint</td>
<td>Glass bed contents and grading analysis Reflectance and Yellowness Index Flowability Softening Point</td>
<td>M.O.R.T.H. Specification on Table 900-3</td>
</tr>
<tr>
<td>10</td>
<td>Granular Sub base</td>
<td>Gradation Aterberg limits Mois ture content prior to compaction Density of compacted layer C.B.R.</td>
<td>M.O.R.T.H. Specification on Table 900-3</td>
</tr>
<tr>
<td>11</td>
<td>Granular Sub base</td>
<td>Gradation Aterberg limits Mois ture content prior to compaction</td>
<td>M.O.R.T.H. Specification on Table 900-3</td>
</tr>
<tr>
<td>12</td>
<td>Granular Sub base</td>
<td>Gradation Aterberg limits Mois ture content prior to compaction</td>
<td>M.O.R.T.H. Specification on Table 900-3</td>
</tr>
</tbody>
</table>

Signature of Contractor  Dy. Executive Engineer  Executive Engineer  S.P. Division NO.2, Daryapur
<table>
<thead>
<tr>
<th></th>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
</table>
| 13. Bituminous Macadam | i) Quality of binder  
ii) Impact/Abrasion value  
iii) Flakiness/Elongation Index  
iv) Stripping value  
v) Water Sensitivity of mix  
vi) Water Absorption  
vii) % of fractal faces  
viii) Sand Equivalent test  
ix) Plasticity Index  
x) Mix Grading  
xi) Binder Content  
xii) Stability of Mix  
xiii) Water Sensitivity of Mix  
xiv) Swell Test of Mix  
xv) Control of Temp of Binder in Boiler, aggr.  
In dryer and mix at the time of laying & rolling.  
xvi) Control of Binder content & grading of mix  
xvii) Rates of spread of mixed material  
xviii) Density of compacted layer | Same as per Sr. No. 9  
Same as per Sr. No. 9  
Same as per Sr. No. 9  
Same as per Sr. No. 9  
Same as per Sr. No. 9  
Same as per Sr. No. 9  
Same as per Sr. No. 9  
Same as per Sr. No. 9  
As required  
Required One set of test on individual constituents & Mix aggregates from dryer mix subject to a minimum of two tests per plant per day For each 400 Tonnes of mix products Sam as per Sr. No. 9 As required for Bituminous concrete At regular close intervals. |

**Note:** M.O.R.T.H. Specification on Table 900.4  
Binder content shall be checked on M.O.R.T.H. Specification on Table 900-46 and Chapter 10 Table 10.7. of MORTH Manual for construction and Supervision of Bituminous work.

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**Signature of Contractor**

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
ADDITIOAL CONDITION FOR MATERIAL TESTING

15.3 It is mandatory on the part of Contractor to carry out all the required tests of various construction materials as mentioned in above Para of the Tender.

If the contractor fails to submit required Test Results of the various construction materials as mentioned in the items of Schedule-‘B’, he will be liable to deposit the amount at penal rate of five times of the amount of particular test which he has not carried out. Contractor will be informed by the Engineer-in-charge by letter. On receipt of letter, contractor will have to either deposit the said amount or to carry out the required test within 10 days. If he again failed to carry out the required tests in stipulated time limit, the said tests will be carried out by the department and total expenditure incurred on the testing charges plus five times amount of testing charges will be recovered from the Contractor's bill.

As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender Conditions and Executive Engineer's decision will be final and binding on the Contractor and it cannot be challenged by the Contractor by way of Appeal, Arbitration or in the Court of Law.

15.2 SAMPLING OF MATERIALS

Samples provided to the Engineer or his representative for their retention is to be in the labeled boxes suitable for storage. Materials or workmanship not corresponding in character and quality with approved samples will be rejected by the Engineer or his representative and shall be removed from the site as directed by the Engineer at the Contractor's cost. Samples required for approval and testing must be supplied well in advance by at least 48 hours to allow for testing and approval. Delay to work arising from the late submission of sample will not be acceptable as a reason for delay in the completion of work. For all materials brought from outside, the cost of sampling, testing whether in India or outside shall be borne by the contractor.

All materials to be used on work shall be got approved in advance from the Engineering-charge and shall pass the test and or analysis required by him. which will be as follows :-

a) As specified by the Indian Road Congress Standard Specification.

b) Code of Practice for Road and Bridges.

OR

c) ISI specification (whichever and wherever applicable)

d) Such recognized specifications accepted to Engineer-in-charge or equivalent hereto or in absence of such recognized specifications.

e) i) The Contractor shall set up Field Laboratory with necessary equipment for testing of all materials / finished products, and get it checked and certified from the Executive Engineer.

ii) Such requirement test and or analysis as may be specified by the Engineer-in-charge in order of precedence given above.

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

iv) The contractor shall if and when required submit at his cost the samples of materials to be tested or analysis and if, so directed shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer in-charge. Samples provided to the Engineer in charge for retention purpose are to be in labeled boxes suitable for storage.

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v) The contractor shall not be eligible for any claim or compensation at 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.

vi) The contractor or his authorized representative will be allowed to remain present in the department
laboratory while testing samples furnish by him. However the results of all the tests carried out in the
department laboratory in the presence or absence of the contractor or his authorized representative will be
binding on the contractor.

vii) Cost of routine day-to-day quality control testing charges for tests required as per specifications will
be borne by the contractor by sending the same to the concerned Government laboratories.

viii) Test shall be carried out at approved Government Laboratories or Government institutions as
directed by Engineer-in-charge and all testing charges shall be borne by the Contractor.

ix) 15% of the rate shall be witheld and shall be released only after the receipt of the satisfactory test
result wherever specified. Routine test shall mean testing of aggregate for gradation, flakiness index,
impact, value and binder content. All other tests shall be carried out by the contractor at his own cost.
However the cost of testing of material as directed by Engineer-in-charge for approving a particular
material as laid down in Para 15.2. (i) to (viii) will have to be borne by the contractor.

x) The contractor shall at his own cost arrange to carry out the routine tests of materials which are to
be used on the work. The tests will have to be carried out either in the field laboratory or in an approved
laboratory.

xi) Testing of the material used for this work should be carried out as per the provisions made in
be carried out as per frequency stipulated by the Vigilance & Quality Control Circle. The contractor should
carry out 30% testing of material out of the total material required as per the frequency from the
Departmental Laboratory of Public Works Department. The payment for testing of material from the
Departmental Laboratory should be borne by the Contractor. 100% testing shall be carried out from Govt.
laboratory whose testing is not possible in tied laboratory.

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

xiii) In case of materials 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.

15.3 The responsibility of assuring the quality of work shall be on the contractor who shall take actions
as stipulated in standard specification as per “Schedule C”

15.4 It shall be responsibility of the contractor to achieve quality of work as stipulated in section 900 of
latest MORTH Specification for Road and Bridge Work.

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                                      S.P. Division NO.2, Daryapur
16. CO-ORDINATION:-

When several agencies for different sub-work of the project are to work simultaneously for the timely completion of the whole project smoothly, the scheduled dates for completion specified in each contract shall therefore be strictly adhered to. Each contractor may make his independent arrangement for water, power, housing etc. If they so desire. On the other hand the contractors are at liberty to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer. No single contractor shall take or cause to be taken any steps or action that may cause disruption, discontent, or disturbance of the work labour or arrangement etc. of other contractor in the Project localities. Any action by any contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and shall be dealt with as such. In case of any dispute, disagreement between the contractors, the Engineer's decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractors concerned and such a decision or decisions shall not violate any contract nor absolve the contractor's of his/their obligations under the contract nor consider for the grant for any claim or compensation.

17. PATENTED DEVICE

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

18. PAYMENT

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

The budget provision for the work is less at present. Payment of bills will be made as per availability of funds. No claim will be entertained on account of delayed payment for non-availability of funds. The payment of pot hole filling will be done on priority. No payment will be done for other activities unless pot hole filling activity in 100% completed.

19. SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL:-

19.1 SUPERVISION :-

The Contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer-in-charge, to act on his behalf. If in the opinion of the Engineer-in-charge, the Contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expenses empty as his accredited agent & qualified Engineer approved by the Engineer-in-charge. Orders given to the Contractor's agent shall be considered to have the force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the Contractor shall be responsible for the delay so caused to the works and the Contractor shall not be entitled for any compensation on this behalf.
19.2 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 until the Engineer-in-charge shall have certified in writing to that effect. Approval of materials or workmanship or approval of part of the work during the progress of execution shall not bind the Engineer-in-charge or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction. 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 the work at his own cost.

19.3 TEMPORARY QUARTERS:

i) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. Required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Engineer-in-charge.

ii) The contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work-site for the use of Executive Engineer's representative. The covered area for office exclusive of verandah should not be less than 24 Square Metre and height 3.0 meter It have Brick masonry walls and asbestos or corrugated iron roof, paved floor should be 18” above ground level.

He should provide a basket type latrine, urinals and keep them clean, daily. The contractor shall have provide Laboratory (with ref. books & I.S. codes) at site of size 6.0 m x 6.0m minimum and height 3.0 meter at work site. The office and Laboratory structures shall be semi permanent type. This will be supposed to be included in his rates.

19.4 SAFETY MEASURES AND AMENITIES:

While executing the work, necessary precautions regarding safety of labour, supervisory staff, public and traffic users shall be taken by the agency according to rules and regulations specified by the Government of India / Government of Maharashtra and as directed by District Court, Amravati.

1) The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working in such job as require special protection and precautions. The following are some of the requirements listed, though no exhaustive. The contractor shall also comply with the directions issued by the Engineer in this behalf from time to time and at all times.

2) Labour License: It shall be obligatory on the part of the contractor to obtained the necessary labour License from the labour Department within fortnight of issue of work order.

3) Providing protective foot-wear to workers, in situations like mixing and placing of mortar of concrete in quarries and places where the work is done under too much of wet condition as also for movements over surfaces infected with Duster growth etc.

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

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

6) Supporting workmen with proper belts, ropes etc. when working on any masters, cranes grabs, hoist, dredgers etc.

7) Taking necessary steps towards training the workers concerned in the use of machinery before, they
are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.

8) Providing adequate number of boats (of at all required for playing water) to prevent overload and over-crowding.
9) Providing life belts to all men working in such situation from where they may accidentally tell into the water, equipping the boats with adequate number of life belts etc.
10) Avoiding bare live wires etc. As would electrocute workers.
11) Making all platforms, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.
12) Providing sufficient first aid trained staff an equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocations, dropping and other injuries.
13) Take all necessary precautions with regard to use of divers.
14) Providing full length gum boots, leather hand gloves with fire proof apron to cover the chest and back reaching upto knees and protective goggles for the eyes to the laborers working with hot asphalt handling vibrator in cement concrete and also where use of any or all these items is beneficial in the interest of health and well being of the labourers in the opinion of the Engineer.
15) Safety of workmen during working on road for maintenance repair activities. The contractor shall provide all safety equipment for working men & staff engaged by him. The working men & staff shall be supplied with safety jacket while on the work. All the equipments shall be maintain in condition suitable for immediate use at any time.

20. EXPLOSIVES :-

The Contractor shall at his own expense construct and maintain proper magazines, if such required for the storage of explosives for use in connection with the works, and such magazine, being situated constructed and maintained in accordance with the Government Rules applicable in that behalf. The contractor shall at his own expenses obtain such Licenses as may be necessary for storage of explosives are approved by the Engineer, the Government shall not be incurring any responsibility whatever in connection with storage and use of explosives on the size or any accident or occurrence whatsoever in connection therewith, all operations in or for which explosives are employed being at the risk of the contractor and upon his sole responsibility and the contractor here by gives to Government an absolute indemnity in respect thereof.

21. DAMAGE BY FLOODS OR ACCIDENTS :-

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

22. RELATION WITH PUBLIC AUTHORITIES :-

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

23 POLICE PROTECTION: For the Special Protection of camp and the contractor's works, the department will help the contractor as far as possible to arrange for such protection with the concerned authorities if so required by the Contractor in writing. The full cost of such protection shall be borne by the contractor.

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24. MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED ON THE CONSTRUCTION BY THE CONTRACTOR

a) The contractor shall provide an adequate supply of potable water for use of laborers on work and in Camps.

b) The contractor shall construct trench or semi permanent latrines for the use of the Labourers. Separate latrines shall be provided for men and women.

c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the Labourers according to the following specifications :-

I. Huts of Bamboos and Grass may be constructed. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen where it is available. The neighborhood of tank, jungle, grass or woods should be particularly avoided. Camps should not be established close to large cuttings of earth work. The lines huts shall have open spaces of at least ten meters between rows. When a good natural site cannot be procured, particular attention should be given to the drainage. There should be no overcrowding. Floor space at the rate of 30 Sq.ft. Per head shall be provided. Care should be taken to see that the huts are kept clean and in good order. The Contractor must find his own land and if he wants Government land, he should apply for it and pay assessment for it, if made available by Government. The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes. The Contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose off this waste water in such way as not to cause any nuisance. The contractor shall engage a Medical officer with a traveling dispensary for a Camp containing- 5000 or more persons if there is no Government or other private dispensary situated within 8 kilometers from the Camp. In case of emergency the contractor shall arrange at his cost for transport for quick medical help to his sick worker. The Contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged. The Assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply sanitary conveniences, the camp site accommodation and food supply shall be followed by the Contractor.

II. The contractor shall make arrangement for all anti-maleria measures to be provided for the labour employed on the work. The anti-maleria measure shall be provided as directed by the Assistant Director of Public Health.

25. QUARRIES :-

25.1 The quarrying operations shall be carried out by the Contractor with proper equipment such as compressors, Jack-hammers, drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get the required out turn.

25.2 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 facilities 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 rule. The Engineer-in-charge or his representative shall at any time be allowed to inspect the works, buildings, and equipment at the quarters.

25.3 The Contractor shall maintain at its own cost, the book registers etc. required to be maintained

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under the relevant rules and regulations and as directed by the Engineering-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 books or register as and when required.

25.4 All quarrying operations shall be carried out by the Contractor in organized and expeditious manner systematically and with proper planning. The Contractor shall engage licensed blaster and adopt electric blasting and/or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The Contractor shall himself provide suitable magazines and arrange to pre and store explosive etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary license for blasting & license for storage of material from the concerned authorities. The contractor must therefore take timely advance action for procuring all such licenses so that the work progress may not be hampered.

25.5 The approaches to the quarrying place from the existing public roads shall have to be arranged by the Contractor at his own cost, and the approach shall be maintained by the contractor at his own cost till the work is over.

25.6 The quarrying operations shall be carried out by the Contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone such is in the opinion of the Engineer-in-charge, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the Contractor's cost.

25.7 Since all stones quarried from Government quarry (if made available) by the contractor including the excavated over burden are the property of the Govt. no stones or earth shall be supplied by the Contractor to any other agencies or works are allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Govt. And shall be handed over by the Contractor to Government free of cost at quarry site duly heaped at the spots indicated by the Engineer-in-charge. The contractor will be entitled to the refund of default if any paid by him for such quantity handed over to Govt. for which necessary certificate will be issued by Executive Engineer as per usual procedure, if however, the Government does not required such surplus material the contractor may be allowed to dispose off such surplus material elsewhere with prior written permission of Engineer-in-charge. Leaving off a quarry face or opening of a new quarry face shall be done only on the approval of the Engineer-in-charge.

25.8 Quarrying permission will have to be directly obtained by the Contractor, from the Collector of the District concerned for which purpose the department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for staking material etc. and charges shall be paid directly to Revenue Department by the contractor as per rules in force. If it is not paid by contractor the same will be recovered from his bills.

25.9 The contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space of Government area is available for the purpose, his own structures for 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 condition.

25.10 The Contractor shall not use any Sand in the quarry either for cultivation or for any other purpose

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except that required for breaking or stacking or transporting stones.

25.11 All royalty charges shall be recovered from contractors bills.

26 TRAFFIC REGULATION :-

(A) **Public Utilities:**

Action in respect of public utilities will be taken by the Contractor as envisaged in Clause 110 of Ministry’s Specifications for Road and Bridge work.

(B) **Arrangement for traffic during construction :**

Action for arrangement for traffic during construction will be taken by the Contractor as envisaged in the contract documents and spelt out in clause 112 of MORTH Specification for Road and Bridge Work. (2001)

26.1 Unless separately provided for in the contract, the Contractor shall have to make all necessary arrangements for regulating traffic, day to night during the period of construction to the entire satisfaction of the Engineer. This includes the construction and maintenance of diversions if necessary. The contractor shall have to provide necessary caution board, barricades, flags, light and watchmen etc. So as to comply with the latest Motor Vehicles rules and Regulation and for Traffic Safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking material on the roads, or due to any other reasons.

26.2 It is to be clearly understood that whatever work carried out by the Contractor for construction of diversion road including earthwork, W.B.M. bituminous surface dressing, R.C.C pipe drains etc. will be paid for only once. If due to flow of traffic, due to floods or due to any other cause, this diversion road and/or the R.C.C drain gets damaged it shall be repaired and maintained by the Contractor in good condition till completion of the whole work at his own expenses.

27. **PROCUREMENT OF MATERIALS :-**

27.1 Where suitable and approved P.W. Department’s quarries exist, the Contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation. If any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour.

27.2 Where no suitable Government quarries exist or when the quantity .. of .. the material required cannot be obtained from a P.W. Department quarry the Contractor or pieceworker shall make his own arrangements to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other States or Talukas, etc. After opening the quarry but before starting collection the quarry shall be got approved by the Engineer-in-charge or his representatives. The Contractor or piece worker shall pay all royalty charges compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of land will be entertained.

27.3 The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cart tracks, control charges, Central/State Government or Municipal taxes, Local Boards, CASs, etc.

27.4 The rates in the tender are for the delivery of the approved material on road side properly stacked at

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the places specified by the Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be entertained.

27.5 No material shall be removed from the land within the road boundary or from the land touching it without the written permission of the Engineer-in-charge of his authorized agent. If any materials 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 to stop further collection.

27.6 Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the Contractor or piece worker, failing which it will be got removed Departmentally at his cost. No heap shall be left prior to choking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The Contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident, etc.

Any such materials causing obstruction or danger etc. will be got removed Departmentally at his cost and no claims for any loss or damage to the material, thus removed, will be entertained. The Contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaint which may be received otherwise authorized by Engineer in writing. Collection and spreading shall not be carried out at the same time in one and the same mile or in to adjoin in Km. except with the return permission of the Executive Engineer.

27.7 Unless otherwise directed, the materials shall be collected in the following orders availability of space :-
   1) Rubble (if included in tender)
   2) Metal
   3) Soft murum
   4) Hard murum

Shall be stacked on the side opposite for petty repairs and shall be stacked on the side opposite to metal for new layer. Where metal for two layers has to be stacked as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.

27.8 All road material shall be examined and measured before it is spread. The labour for measurements (and check measurements where ever carried out) shall be supplied by the contractor or place worker. Immediately after the measurements are recorded the stacks shall be marked by the contractor or piece worker by who wash or otherwise as may be directed by the Executive Engineer to prevent from any authorized tampering with the stacks. If the contractor or piece worker fails to attend the measurements after receiving the notice from Sub-divisional officer or his subordinate stating date and time of the intention to measure work, shall be measured never-the-less and no complaint in this respect will be entertained later on. If the contractor or piece worker fails to supply sufficient labour for the materials required at the time of measurements or check measurements, after due notice has been given to him, the expenses incurred on account of employing department labour or material etc. shall be charged against his account.

27.9 No deduction will made for voids.

27.10 The materials shall not be Stacked in place where it is liable to be damaged or lost due to traffic passing Over it, to be washed away by rain or floods, to be buried under the landslides etc. or slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.

27.11 Before stacking, the materials shall be free from all earth, rubbish vegetable matter and other extraneous substance and in the case of metal, screened to gauge, if so directed when ready. It shall be stacked entirely clear of the road way, on ground which has been cleaned of vegetation and leveled. On
high banks, ghat roads etc. where it may not be practicable to stack it entirely clear of the roadway it may be stacked with the permission of the Engineer-in-charge on terms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.

27.12 The size of the stacks for materials other than rubble shall be 3.00m x 1.50m x 0.80m or such other size as may be directed by the Engineer-in-charge and all but one stack in 200 M. shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each 200 M. may be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.

27.13 The Sub Divisional Officer shall supply the Contractor with statement showing kilometer wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirements in that furlong shall be stacked. Any excess quantity shall be removed at the expenses of the Contractor or piece worker to where it is required before the material in that furlong is finally measured.

27.14 In slacking materials the deposition shall commence at the end of the KM fastest from the quarry and be carried continuously to the other end (unless otherwise directed by the Executive Engineer). Stacking in one 200 M shall be completed before it is started in another, unless directed otherwise, in writing by the Executive Engineer. Measurements of the materials stacked in a furlong will not be recorded until the full quantity required has been stacked.

27.15 All the materials such as asphalt, cement, steel etc. shall be procured by the contractor from approved Government Institutions or as directed by Engineer-in-charge only. The materials shall be brought at the site of work well in advance by the contractor. The contractor shall be responsible for all transportation and storage of the materials at the site and shall bear all the related costs. The Engineer shall be entitled at any time to inspect or reasonable assistance. (or such inspection as may be required)

27.16 After receiving bitumen, the authorized challan / gate pass should be obtained from the refinery mentioning the quantity of bitumen, rate of bitumen, date of delivery etc. And it should be handed over to the department for each consignment. Similarly the invoice of cement etc. shall be given to the authorized representative of the Engineering -charge immediately on procurement of the materials.

27.17 The day to day record of the receipt / utility balance of material should be kept by the contractor in the form of register for each material like asphalt, cement, steel at plant site / site of work / store and the same will be checked by the Engineer-in-charge or authorized Engineer at anytime. This register shall be signed daily by the contractor or his representative and representative of Engineer-in-charge. The contractor shall submit periodically as well as on completion of work an account of all materials used by him on the work to the Engineer-in-charge.

27.18 While transportation of bouzer, transport pass should be obtained from those corporation / municipality through whose limits the bouzer is passed and should be handed over to the authorized representative of the department.

27.19 The procurement of cement / steel etc. should be from authorized manufacturing company / institutions and vouchers regarding purchase thereof shall be submitted to the Engineer-in-charge. The material from any other source other than the approved institutions shall not be allowed unless written permission from the Executive Engineer is taken. In such cases certificate for test, quality shall be produced by the contractor and samples of materials shall be tested from any Government laboratory by the contractor at his cost and the test results be supplied to the department.

The materials not conforming to the required standard shall be removed at once from the Site of work by the contractor at his own cost. All the materials such as asphalt, cement etc. required for use In the work shall be confirmed from the concerned 1.8. M.O.R.T.H. specifications. These materials shall be used on work by the contractor only after the tests thereof are found satisfactory. The responsibility of carrying out

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tests to the frequencies specified for each material shall rest with the Contractor.

**a)** The R.C.C. pipes required for the work shall be procured from the Maharashtra Small Scale Industrial Development Corporation only. The payment towards the item of providing and fixing NP2 / NP3 / NP4 Pipes will be released only after the contractor submits the bills of MSSIDC to authenticate that the pipes have been purchased from the MSSIDC. No payment toward the item of providing and laying of pipe will be released in absence of the submission of requisite documents.

27.20 Any consignment or part of consignment of cement which is dilapidated in any way shall not be used in the works and shall be removed from the site by the contractor without charge to the employer.

27.21 Cement shall be transported and handed and stored on the site such a manner as to avoid deterioration, contamination. Each consignment shall be stored separately so that it may be readily identified and inspected. Cement shall be used in the sequence in which it's delivered at site.

27.22 The contractor shall prepare and maintain proper records on the site in respect of deliver, handling, storage and use of cement and these records shall be made available for inspection by the Engineer at all times.

27.23 The contractor shall construct at his own cost shed / sheds as per directions of the Engineer-in-charge for storing the material and providing double locking arrangements. (one lock of department and other of the Contractor) Materials shall be taken out from stores only in presence of authorized representative of the Engineer-in-charge. The store shed constructed on site shall be removed on completion of work. The contractor shall take all necessary steps to guard the materials brought by him.

27.24 Cement to be used in the works shall be any of the following types with the prior approval of the Engineer. Ordinary Portland cement conforming to IS 8112 (latest edition) Ordinary / Portland cement conforming to IS 12269 (latest edition)

27.25 TMT FE-5000 grade conforming to I.S. 1786 shall be used for reinforcement.

27.26 Bulk bitumen of IS grade VG-30 grade shall be used.

27.27 Asphalt VG-30 grade confirming to IS 8887 of 1995 shall be used for tack coat.

27.28 The contractor shall make his own arrangement for the self custody of the materials brought by him on the site of work.

27.29 The charges for conveying of the material from the place of the purchase by the contractor to the site of work and the actual spot of work shall be entirely borne by the contractor, No claim on this account shall be entertained.

27.30 Register showing dispatch of bituminous load from the plant, vehicle No., time of dispatch, temperature at the time of dispatch etc. shall be kept in prescribed form at hot mix plant site. Similarly register showing the time, temperature of the mix at the site shall be kept the authorized representative of the contractor shall fill both these registers. These shall be signed by the Contractor everyday in token of acceptance The maintenance of these registers does not absolve the contractor of his contractual obligation towards quality of the work.

27.31 The contractor should ensure that all safety precautions are observed by the labours while handling the materials and precautions. For their labour at the cost of the contractor and the contractor will bear all the expenses compensation etc. If any incident occur to the labour etc. no claim in this regard what-so-ever shall be entertained and the decision of the Department will be final and conclusive.

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27.32 In case the materials become surplus owing to the change in the design of the work after the materials are brought by the contractor, no claim in this regard will be entertained and the contractor will be required to take away such materials from the site.

27.33 The contractor should arrange for weighment of the boulder if desired by the Engineering-in-charge. The weighment shall be done in the presence of representative of the department at the cost of the contractor.

27.34 The weight of the steel bars used on the work will be calculated on the basis of standard weight per unit length vide IS. 1732. No wastage of steel will be considered at all. Cut pieces of the steel irrespective of the length will be the property of the contractor and no claim whatsoever in this regard shall be entertained. The consignment of the steel brought by the contractor having weight less than the standard weight per unit length of the bar as mentioned above will not be accepted. For this purpose random sample will be tested by the Executive Engineer and the decision of the Executive Engineer shall be binding on the contractor, if the steel received is over weight (more than standard weight per running meter length) no extra payment will be made and no claim in this regard whatsoever shall be entertained.

27.35 No claims on account of cement or steel rods used for ancillary works on Site of- work shall be entertained.

27.36 All the materials to be brought on site shall be brought only on working days and in presence of an authorized representative of the Engineer-in-charge.

27.37 All the materials such as cement, mild steel, H.Y.S.D. Bars, TMT Bars etc. required for execution of work shall be brought by the contractor at his own cost.

27.38 The contractor shall maintain the record of these materials (cement, steel etc.) in the prescribed proforma and registers as directed by Engineer-in-charge. The sample of prescribed proforma is attached at the end. These registers shall be signed by both the contractors and representative of the Engineer-in-charge. These registers shall be made available for inspection, verification for the Department as and when required. These registers shall be in the custody of Department and shall be maintained by the Department.

27.39 The material required only for this work shall be kept in the go-down at site. No material shall be shifted outside of the go-down site except for the work for which this agreement is entered without prior approval of the Engineer-in-charge.

27.40 The materials i.e. cement, steel etc. brought on the work site shall be accompanied with necessary company/manufacturing firm's test certificates. In addition these materials shall be tested as per frequency prescribed by the Department and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards prescribed, these materials shall be immediately removed from the work site at the contractor's cost. In case of cement, if so requested by the contractor in writing, material shall be allowed to be used before receipt, of test results but this will be entirely at the risk and cost of the contractor.

27.41 The contractor shall produce sufficient documentary evidence i.e. bill for the purchase of materials brought on the work site at once if so required by the department.

27.42 All these materials i.e. cement, steel etc. shall be protected from any damages rains etc. by the contractors at his own cost.

27.43 The contractor will have to erect temporary shed of approved specifications for storing of above materials at work site at contractor's cost having double locking arrangements (By double lock it/s meant that go-down shall always be locked by two locks, one lock being owned and operated by contractor and

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other by Engineer-in-charge or his authorized representative) and the door shall be open able only after both locks are opened.

27.44 If required, the weighment of cement bags I steel etc. brought by the contractor shall be carried out at his own cost.
27.45 The contractor shall not use cement and other material for the item to be executed outside the scope of this contract except for such ancillary small items as are connected and absolutely necessary for this work as may be decided by the Engineer-in-charge.

27.46 The Government shall not be responsible for the loss in cement and steel during transit to work site. The cement brought by the contractor at the work site store shall mean 50 Kilogram equivalent to 0.0347 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary I Controlled concrete, if cements found short, the shortage I shortages wilt be made good by the contractor at his cost.

27.47 : Special Condition for B.T. work :

In respect of Bituminous Works, 15% (Fifteen Percent) payment of Bituminous Works in a particular Km. shall be retained till satisfactory completion of side berms, C.D. Works, and other miscellaneous / road furniture items in that Km. After satisfactory completion of other items satisfactorily, the withheld payment shall be released.

27.48 For Grade –I /Grade-II / Grade –III / WBM and BBM work metal shall be supplied at site only after screening it on “mechanical vibratory screening unit”. The special “mechanical vibratory screening unit” arrangement shall consist of main input hopper to receive raw metal, conveyor belt to transport it to the “mechanical vibratory screening unit”. The “mechanical vibratory screening unit” shall have required number of trays, sieves/decks as directed by the Engineering in charge. The output of “mechanical vibratory screening unit” shall be conveyed to “storage Unit” where metal of different sizes, shall be stored separately. Metal so supplied shall undergo all the tests as per the specifications. As a input to the main input hopper, contractor may use hand broken metal or output of primary crusher / cone crusher of size or equivalent to not less than 24”x18” The metal so supplied from the “mechanical Vibratory screening unit” at site shall not exempt the contractor from carrying out tests as specified in the specifications.

28. MISCELLANEOUS :-

28.1 Rate shall be inclusive of Sales Tax, General Tax and other taxes etc.

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

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

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

28.5 Suitable separating Barricades and enclosures shall be provided to separate material brought by contractor and material issued by Government to contractor under Schedule "A" Same applies for the

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material obtained from different sources of supply.

28.6 It is presumed that the Contractor has gone carefully through the Standard Specifications of P.W.D. Hand Books and the Schedule of Rate of the Division and studied the site condition before arriving at rates quoted by him. Decision of the Engineer-in-charge shall be final as regards interpretation of specifications.

28.7 The stocking a storage of construction material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness of the work. Suitable precautions shall be taken by the Contractor to protect, the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, such heavy materials shall be stored on approved platform.

28.8 For Road and Bridge works, the contractor shall in addition to the specifications cited here, comply with requirements of relevant I.R.C. Code of Practice.

28.9 The Contractor shall be responsible for making good the damages done to the existing property during construction by his men.

28.10 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.

28.11 The contractor shall provide, maintain, furnish and remove on completion, temporary shed for office on work site for the use of Executive Engineer's representative.

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

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

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

28.15 All measurements will made in accordance with the methods indicated in the specification, and specification read in conjunction with the General Conditions of Contract.

28.16 The details shown on drawings and all other information pertaining to the work shall be treated 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.

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

28.18 Protection of underground telephone cable and aerial telephone wires and poles, transmission towers, electrical cables, and water supplying lines. It will therefore be the responsibility of the contractor to protect then carefully all such cases should be brought to the notice of the Engineer-in-charge by the contractor and

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also the concerned department, any damage what so ever done to these cables and pipe lines by the contractor shall be made good by him at his cost.

29. PAYMENTS AND MEASUREMENTS :-
29.1 PAYMENT:

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, plant, machinery, supervision, power, royalties, octroi, taxes etc. And should also include all expenses to cover the cost of night work 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 specification and in the schedule of payments, if there is any ambiguity or doubt in this respect the decision of Superintending Engineer will be final.

29.2 Two payments in a month will be granted by the Engineer-in-charge if the progress is satisfactory, and shall be made as per, accepted payment schedule.

29.3 Ground levels will be taken by the usual method and by Departmental staff in presence of contractor's representative. Required labour etc. for this shall be supplied by the contractor, in case of slushy portion, the ground levels shall be taken by erecting the leveling staff on wooden plank ( 0.5 x 0.5metre, 2.5 cm. thick) without claiming extra for cost of plank or by any other mutually agreed method.

29.4 Contractor can have copies of the measurements and of the bills paid to him at his own cost and his own responsibility.

30. MAINTENANCE : (ROADS)

30 (i) The Contractor shall maintain the finished surface of the road for a period mentioned in Clause No. 20 after the completion of work without any extra cost to Government irrespective of the designs, standards and specifications and the actual traffic etc. The Contractor shall get the pot holes filled up with asphalt mix materials and keep the road surface in good condition throughout the year. 5% amount of the total work done shall be recovered from running account bills and shall be withheld for period mentioned in Clause No. 20 from the date of actual completion of work as maintenance charges of maintaining and keeping the road in good condition. This 5% amount withheld towards maintenance charges shall be allowed to be replaced with bank guarantee or other recognized forms at intermediate stage, if so desired in writing. This maintenance charges shall be in addition to security deposit.

30 (ii) On completion of the work in all respects, necessary certificate will be issued by the concerned Executive Engineer and the defects liability period will be counted from the date of issue of such certificates.

30 (iii) It will be responsibility of the contracting Agency to maintain total road length under work portion of this contract Agreement in good condition from the date of issue of work orders, till completion of defect liability period as per Clause 20 and this shall be treated as part of total scope of this contract Agreement. In case the contractor fails to maintain road length properly including rectification of the defects pointed out by the department within a period of 7 days from the date of written notice by the Engineer-in-charge rectification / repairs to such defects will be carried out by the

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department at contractor’s risk and cost. The expenditure incurred on such rectification work shall be recovered from the amount withheld as per Clause 35 for Building / Roads respectively.

30 (iv) All damages during execution shall be made good by the Contractor at his cost. He will be responsible for any damages to the road surface including B.T. surface in rainy seasons and during construction and guaranteed maintenance period and no separate payment will be made for restoring such damages.

"Any defects noticed in finished black topped surface such as pot holes, damages etc. within a period mentioned in Clause 20, after completion of work (including Monsoon) will have to be repaired by the Contractor at his own cost.”

30 (v) 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 such rectification.

31. FINAL BILL:

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

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

31.3 Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting data details may be submitted subsequently at his own cost.

32. PRELIMINARY ARRANGEMENTS:

32.1 The Contractor if necessary construct temporary roads and maintain these in proper condition till the completion of the work at his own cost. If necessary, he shall also, at his own expenses make necessary arrangements for acquisition of land required by him in connection with the execution of the work.

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

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

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

33. INSPECTION:

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33.1 The contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. 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 materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer-in-charge or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alterations and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.

33.2 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 the work at his own cost.

33.3 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 contractor shall not be entitled for payment of any compensation for the same.

34. 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 tress passers, the same will be reported within 24 hours of the occurrence to the Executive Engineer and the Commissioner of workmen's compensation.

35. PLANT:-
All constructional plant, provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction of this work and the contractor shall not remove the same or any part thereof (Say for the purpose of moving it from one part of the site to another or the repairs etc.) without the consent in writing of the Engineer-in-charge which shall not be unreasonably with-held. The concreting shall be done by the ready mix batch type concrete mixer diesel or electrically operated with a minimum size of 200 litres with automatic water measuring system and integral weigher (Hydraulic or pneumatic type one). This RMC Plant may be of portable type.

36. EXCEPTED RISKS :-

36.1 The contractor shall be under no liability whatsoever by way indemnity or otherwise for or in respect of destruction of or damage to the works (save work condemned under the provisions of specifications and conditions of this tender prior to the occurrence of any excepted risk hereinafter mentioned) or temporary works or to property whether of the Department or third parties or for or in respect of injury or loss of life which is the consequence whatever direct or indirect, were hostilities (whether were to declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military of usurped power. Civil war or riot, commotion or disorder otherwise than among the contractor's own employees or his piece worker and sub agencies (hereinafter comprehensively referred to as "The said excepted risks") and the department shall indemnify and save harmless the contractor against and from the same and against and from all claims, demands proceedings, damages, costs charges and expenses, whatsoever arising there out or in connection therewith and shall compensate the contractor for any loss of or damage to property of the contractor used for intended to be used / or the purpose of the works and laying at site of work and occasioned either directly or indirectly by the said excepted risks.

36.2 If the works or temporary works or any materials (whether for the former or the later brought to site shall sustain destruction or damages by reasons of any of the said excepted risks, the contractor shall be entitled payment for any permanent works and for any materials so destroyed or damaged and shall be paid

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by the department the cost of making good any such destruction or damages whatever to the works or temporary works and for replacing or making good such materials so far as may be necessary for the completion of the works on a prime costs basis as the Engineer-In Charge may certify to be reasonable. The contractor shall lodge his claim, in writing, supported by Engineer-in-charge immediately, but not later than 30 days of such occurrence of damage to works by excepted risk

36.3 Destruction, damage injury or loss caused by the explosion or impact whenever and wherever occurring of any mine bomb, shell, grenade or other projectile missile or ammunition or explosive or war resulting from action described in above shall be deemed to be a consequence of the said excepted Risk.

37. ADDITIONAL WORKS SPECIFICATIONS :-

37.1 The whole work shall be carried out strictly in accordance with the approved detailed drawing (unless otherwise directed) description of the items, detailed specification of the M.O.S.T. for Bridge and Road Works IIrld revision 1995 and 4th edition 2001, standard Specification book 4th edition (with Indian Standard specification indicated therein) of P.W. Department, Government of Maharashtra subject to the additional specification given for the relevant items and in the best workmen like manner.

37.2 While adopting the relevant number and pages for different items of the M.O.S.T. Specifications for Bridges and Road Works. IIrld revision 1995 Standard Specification Book, due care has been taken to indicate correct number and page for the various items. However if for some reasons or other it is noticed that the specification numbers and pages quoted are not pertinent, the contractor is bound to carry out the work in accordance with the correct relevant specifications for the item or items from the standard specification Book. After taking into account the description of the items, scope and spirit of the work.

37.3 It is to be definitely and clearly understood that the specifications stipulated shall be rigidly enforced and no relaxations shall be allowed. Extra charges or claims in respect of extra works shall not be entertained unless they are clearly outside the scope of the item and its specifications to which they relate or unless such works are ordered in writing by the Executive Engineer and claimed for in specified manner before the same is taken in hand.

38. QUALITY ASSURANCE AND MAINTENANCE:-

38.1 The contractor to ensure the specified quality of work which will also include necessary surveys, temporary works etc. The contractor shall prepare a quality assurance plan and get the same approved form the Engineer-in-charge within one month from the date of work order. The contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their qualification, job descriptions defining the functions of reporting, supervising inspecting and approving. The contractor shall also submit a list of tools, equipment and the machinery and instruments which he proposes to use for the construction and for testing in the field and or in the laboratory and monitoring. The contractor shall modify/supplement the organization chart and the list of machinery, equipment etc. as per the directions by the Superintending Engineer Engineer-In-Charge and shall deploy the personnel and equipment on the field as per the approved chart and list respectively.

The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specification. He will have to get those approved from the Engineer-in-charge. The quality of the work shall be properly documented through certificate, records, check-lists and logbooks of results etc. Such records shall be compiled from the beginning of the work and be continuously update and supplemented and this will be the responsibility of the contractor. The forms should be got approved form the Executive Engineer-in-charge.

38.2 Where the work is to be done on lump sum basis on contractor's design the contractor shall also prepare and submit a maintenance manual giving procedure for maintenance, with the periodicity of

Signature of Contractor Dy. Executive Engineer Executive Engineer
S.P. Division NO.2, Daryapur
maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. The maintenance manual shall be approved by the Engineer-In-Charge. He shall also include the manual the specifications for maintenance work that would be appropriate. For his design and technique of construction. This manual shall be submitted within the contract period.

39. TECHNICAL COMPLETION REPORT
The contractor shall submit Technical Completion Report along with his final bill, which shall include:
1. Detailed measurements
2. Working drawing
3. Details of material brought on site and consumed in the work, which shall also indicate standard consumption and deviation if any, with reasons.
4. Test Results of all materials used in the work with an abstract of total tests carried out and required as per frequency of tests as laid down in the relevant M.O.R.T.& H. Specifications.

40. ADDITIONAL SPECIAL CONDITIONS FOR HOTMIX ASPHALTIC WORKS:

1. i) Clause No.1 06 of Ministry's Specifications (4th Revision 2001)

   This clause stipulates certain conditions relation to choice and use of equipment which have relevance to production of quality work. These are:

   a) The Contractor shall be required to give a trial run of the equipment for establishing capability to achieve the laid down specifications and tolerances to the satisfaction of the Engineer before commencement of work.

   b) All equipment provided should be proven efficiently and shall be operated and maintained at all times in a manner acceptable to the Engineer.

   c) No equipment and personnel will be removed from the site without the permission of the Engineer.

2 The Contractor shall erect his Modern Drum Mix Plant conforming to the Clause No. 504.3.4 of M.O.S.T. Specifications, commission the same within 30 days from the date of issue of work order.

3 The contractor has to ensure that the hot mix temperature is within the specified range as per MOST specification at the time of laying of hot mix

ii) Clause No. 901 of Ministry's Specifications (4th Revision 2001)

   a) The responsibility for the quality of the entire construction work is on the Contractor. For this purpose he is required to have his own independent and adequate setup.

   b) The Engineer for satisfying himself about the quality of the material and work will also have tests conducted by quality control units or by any other agency, generally to the frequency set out in the specifications. For test to be done by the Engineer, the Contractor is to render all necessary co-operation and assistance including the provision of labour assistance in packing and dispatching samples etc.

   c) For the work of embankment, sub-grade and pavement, construction of subsequent layer of the same or other material over the finished layer shall be done only after obtaining approval from the Engineer.

   d) The Contractor shall be responsible for rectifying / replacing any work falling short of quality requirements as directed by the Engineer.

Signature of Contractor Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
iii) CLAUSES IN THE CONDITION OF CONTRACT

a) All materials and workmanship shall be of the respective type described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, 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 of any unsuitable material, substitution or proper suitable material and the removal and proper re-erection notwithstanding any previous test or interim payment therefore, and of any work which is in respect of materials or workmanship is not, in the opinion of the Engineer in accordance with the contract.

41. GUIDELINES ON QUALITY CONTROL OPERATIONS:
The onus of achieving quality of work will be on the Contractor who will take actions as stipulated in Section 900 of Ministry's Specifications for Road and Bridge Works, 4th Revision, August, 2001 edition.

42 CONTRACTOR'S FACILITIES

According to the contract (see para1.3 above), the Contractor is responsible for the quality of the entire construction work, and for this purpose he is required to have his own independent and adequate set up. To meet this requirement :

a) The Contractor shall set up his own laboratory at locations(s) approved by the Engineer. The laboratory shall be equipped with modern and efficient equipment with sufficient standbys suitable to carry out the tests prescribed for different materials and work according to the specifications. The list of equipments to be procured and the facilities to be provided shall be got approved by the Engineer. The equipment shall be maintained in a workable condition to the satisfaction of the Engineer.

b) Sampling and testing procedures shall be in accordance with relevant standards of BIS (previously called ISI) or IRC. Frequency of testing shall be as laid down in the Ministry's Specifications for Road and Bridge Work, 4th Revision, 2001. In the absence of relevant Indian Standards, sampling and testing procedures shall be as approved by the Engineer.

c) The laboratory should be manned by a qualified Materials Engineer assisted by Materials Inspector/Technicians, and the set up should be got approved by the Engineer.

d) The Contractor should prepare printed proforma for according readings and results of each type of test, after getting the formats of the performance approved from the Engineer. He should keep a daily record of all the tests conducted by him. Two copies of the test results should be submitted to the Engineer for his examination and approval, of which one copy will be returned to the Contractor for being kept at site of work.

e) The Material Engineer of the Contractor should keep close liaison with the Quality Control Unit of Signature of Contractor

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
the Engineer and keep the later informed of the sampling and testing programme so that the Engineer's representative could be present during this activity, if considered necessary.

43) Day to Day Quality Control Operations

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

i. Alignment and Level Control.

a) The Contractor should locate the center-line of the road from the pegs, pillars or preference points fixed during the location survey and form the information furnished in the Contract drawings. Any discrepancy between the reference points on the ground and those on the drawings should immediately be brought to the notice of the Engineer for reconciliation.

b) Based on the approved center-line the Contractor should set up batter pegs (to delineate the limits of embankment/cutting and cleaning stakes to delineate limit of cleaning and grubbing and have these got checked and approved by the Engineer.

c) The contractor should check the reduced levels of bench marks setup along the alignment. Any discrepancy in the reduced levels of those at site and as indicated in the drawings should immediately be brought to the notice of the Engineer of reconciliation, the contractor should re-establish those bench marks which are found missing at site, and should establish additional bench marks as needed ensuring effective level control.

d) The contractor shall be responsible for the true and proper setting out of the works in relation to the original survey points lines and levels of reference given by Engineer in writing if at any time during the progress of the works, any error shall appear or arise in the position, levels dimensions or alignment any part of the works, the contractor on being required to do so by the Engineer, shall at his own cost rectify the error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer.

e) The contractor shall carefully protect and prepare all bench marks, reference pillars and pegs used in setting out the works till final take over by the Engineer.

ii. Natural ground for embankment construction/cut formation and their compaction

a) Atterberg limits, in situ dry density and CBR of the material at ground/out formation should be determined and got approved by the Engineer. Any unsuitable material shall be removed and replace by better material as ordered by the Engineer.

b) The Engineer's Quality Control Unit(s) shall have independent test checks on the quality and compaction of the natural ground/cut formation

Signature of Contractor Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
iii. Embankment Construction

a) All borrow areas shall be got approved by the Engineer based on results of tests for atterberg limits proctor/ modified proctor density, CBR and soil classification.

b) Layer thickness and in situ density shall be checked and got approved by the Engineer before proceeding to the next layer.

iv. Sub Grade

a) Specific borrow areas having soil satisfying the requirements of specifications and specified strength criteria shall be identified for use in subgrade and got approved by the Engineer based on tests on borrow material for proctor modified proctor density and CBR.

b) In situ density and CBR of the constructed subgrade shall be checked and got approved by the Engineer before proceedings on with the next pavement layer.

c) The soil used in actual construction of subgrade shall be remolded at density referred in sub-Para (b) above at placement moisture content and checked for 4 days soaked and unsoaked CBRA set of 3 specimens shall be collected from each 3000 M$^3$ area of the subgrade i.e. top of 0.5 m of embankment for CBR test.

d) In case of any appreciable variation of inbuilt subgrade characteristics form the designed ones, the pavement design shall be reviewed to match the inbuilt characteristics of the subgrade.

v. Sub-base

a) The source of supply of material shall be inspected, tested and got approved by the Engineer before any Material is delivered to the site of work(s).

b) Job-mix formula falling within the specified limits where applicable, shall be got approved by the Engineer based on test results thereof.

c) Samples of materials from the laid sub-base shall be tested for gradation proctor density, PL and CBR

d) Field compaction shall be checked and got approved by the Engineer before proceeding with the work on the next pavement layer.

e) In case of any appreciable variation of inbuilt sub base characteristics from the designed ones, the pavement design shall be reviewed to match the inbuilt characteristics of the sub base.
vi. Granular Base Course

a) For graded type of granular material, the job mix formula falling within the specified grading limits should be got approved by the Engineer.

b) Testing of aggregate brought to site of works for gradation and AIV should be done.

c) Testing of filter material for WBM for gradation L and PL shall be done.

d) Field compaction control should be exercised for density and by other sensory checks such as observation of movement of layer under compaction plant, sinking/crushing of a piece of aggregate placed before a moving roller complete removal of roller marks etc.

vii. Shoulders

a) Checking for the quality of shoulder materials including gradation shall be done.

b) Field compaction shall be checked at site on the compacted layer.

c) Checking for the cross fall built shall be done.

viii. Culverts and other Appurtenances

a) Lines, levels and quality of the foundation should be checked.

b) In case of pipe culverts

i) The quality of the pipes should be checked. For BIS (formerly ISI) marked pipes, manufacturer's certificate is acceptable, for other, the contractor shall demonstrate the strength capability of pipes through the tests either at the place of manufacture of at site of works.

ii) The quality of materials used for pipe bedding should be checked. Invert level, smoothness of the pipeline and proper sealing of joints should be checked prior to back filling.

44. DAY-TO-DAY QUALITY CONTROL OPERATIONS:

The day-to-day controls to be exercised by the Contractor and the Engineer are enumerated in the below paragraphs :-

45. BITUMINOUS CONSTRUCTION - GENERAL:

a) Manufacturer's test certificate for quality of bitumen will be acceptable to the Engineer. However,

Signature of Contractor: ___________________________  Dy. Executive Engineer: ___________________________

Executive Engineer: ___________________________

S.P. Division NO.2, Daryapur
where the quality is in doubt, the Engineer may call for tests to be conducted by the Contractor for verification. However all quality control tests for binder needs to be carried out by contractor at his own cost.

b) The base on which bituminous courses are to be laid must be dry and free of dust and other delirious matters.

c) Mineral aggregates to be used should be checked for their specifications, requirements and got approved by the Engineer.

47. HOT MIXED AND HOT LAID BITUMINOUS CONSTRUCTIONS:

a) Job mix formula (JMF) satisfying specification requirements should be worked out based on laboratory tests and got approved by the Engineer. The Engineer will have independent tests made before approving the JMF.

b) The plant should be checked for capability to produce mix conforming to the JMF If necessary, trial stretches should be laid and checked approximately.

c) Control should be exercised on temperature of binder in the boiler, aggregate in the dryer and mix at the time of laying and rolling.

d) Tests for stability flow, unit weight, etc. of mix collected from the discharge point of the plant, extraction test for binder content and aggregate gradation should be performed to check on the quality of mix discharged from the plant.

e) Thickness and density of compacted mix should be checked by taking core samples.

48. ACCEPTANCE CRITERIA:

In addition to the stipulation in the specification of relevant items, the finished surface shall be checked with Rougho-Meter for roughness values. The finished surface shall have a roughness value of not more than 2000 mm/Km. for bituminous concrete surface and 25000 mm/Km. for bituminous premix carpet surface, when measured in accordance with M.O.S.T. Circular No. RW/NH/I11/8/10/64, dated 19/5/1984. Subsequent readings should be taken within 4-6 months after opening of the road to traffic or the defects liability period which is earlier. The roughness value during the second measurements should be judged against the following standards

1) Bituminous concrete 25000 mm/Km. 2) Premix carpet 35000mm /Km.

It shall be the responsibility of the contractor to make all the required arrangements and get this survey done in the presence of and under the guidance of the Engineer-in-charge. The Survey data shall be submitted to the Engineer-in-charge for his perusal who shall decide further action to be taken depending on survey results.

49. IN CASE OF CEMENT CONCRETE WORKS

Signature of Contractor Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
i) 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 of verification. Where the quality is in doubt, or where the cement had been stored for long period or in improper condition, the Engineer shall call for testing the cement at more frequent intervals.

ii) Job mix formula worked out based on trials carried out in the Contractor's laboratory should be got approved by the Engineer.

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

iv) Checking for stability and sturdiness of formwork.

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

vi) Control on water cement ratio.

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

viii) Control on compaction and finishing.

ix) Tests on cube samples at 7 to 28 days.

x) Check on provisions for adequate curing.

d) In case of masonry work, control should be exercised on the quality of the material (e.g. stone, brick, sand, cement, etc.) as also on mortar proportions.

e) For RCC work, quality of steel in each batch may be approved on the basis of test certificate. The reinforcement layout should be checked for conformity with approved drawings and bar bending schedules. All laps should be checked for conformity with the specification. The reinforcement should be free of oil and loose rust scale and should be properly tied with binding wire. The size and spacing of the bars as also the cover should be checked for correctness.

50. PAVEMENT COURSES - GENERAL CONTROLS:

a) The base on which the pavement layer is to be placed should be checked for levels and regularity, and should be in a condition to receive the pavement layer.

b) Each layer should be checked for thickness, levels, cross fall (camber), regularity and strength before next layer is permitted to be laid.

ANNEXURE-II

SPECIFICATION FOR BITUMINOUS BOUND MACADAM

Item: Providing and constructing 75 mm/ 50 mm thick bituminous bound macadam (BBM) road surface including all materials, preparing the existing road surface, spreading 40 mm stone metal lexicess
30% crusher broken metal + 70% hand broken (by breaking rubber obtained, by blasting) heating and spraying the bitumen 60/70@ 2 kg/sqm, spacing 12 mm size chips, compacting with static roller.

1) General:

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

2) Diversions:

Temporary diversions shall be constructed and maintained by the contractor at his own cost. Diversions shall be watered if dust is likely to blow on to the road being Bituminized.

3) Materials:

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate of application for 100 sqm t.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>75 mm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>On asphalt surface</td>
</tr>
<tr>
<td>a)</td>
<td>40 mm size hand broken metal</td>
<td>9.00 Cum</td>
</tr>
<tr>
<td>b)</td>
<td>12mm size chips</td>
<td>1.80 Cum</td>
</tr>
<tr>
<td>c)</td>
<td>Bitumen for grouting I.S. penetration or S.65 with (60/70 grade) penetration</td>
<td>200 Kg</td>
</tr>
<tr>
<td>d)</td>
<td>Tack coat for existing Bitumen surface with 60/70 bitumen</td>
<td>50 Kg</td>
</tr>
</tbody>
</table>

|         |                                                  | 50 mm                             |
|         |                                                  | On asphalt surface | On WBM Surface |
| a)      | 9.00 Cum                                         | 6.00 Cum               | 6.00 Cum       |
| b)      | 1.80 Cum                                         | 1.20 Cum               | 1.20 Cum       |
| c)      | 200 Kg                                           | 175 Kg.                | 175 Kg.        |
| d)      | 50 Kg                                            | 50 Kg                 | -              |

Note: 70% Hand broken metal and 30% crusher broken metal of total quantity for 40 mm size metal shall be used.

(B) Bitumen:

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S.P. Division NO.2, Daryapur
The bitumen shall be paving bitumen of suitable penetration grade within the range S-35 to S-65 i.e. 60/70 as per Indian Standards Specifications for “Paving Bitumen” IS 73-1992.

4) **Preparation of Base:**

Any pot holes in the existing bituminous road surface and broken edges shall be patched well and the surface shall be brought to correct level and camber with additional metal and bitumen as required which will be paid separately. Before starting the work the bituminous surface shall be swept clean of all the dirt, mud cakes, animal droppings & other loose foreign material.

If so required by the Engineer, the contractor shall keep the side width & nearby diversion watered to prevent dust from blowing over the surface to be bituminous. Existing water bound macadam surface shall be picked for and surface loosened for a depth of 2.5 cm and the picked surface shall be brought approximately to the correct camber and section Edge line shall be correctly marked by dog belling the surface to form a continuous the notch.

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

5) **Tack Coat on bitumen surface:**

Applying tack coat for existing B.T. surface only at the rate of 50 kg/100 m² as per specification No. Rd-47.3.3.

6) **Picking of existing W.B.M. Surface:**

Picking of existing W.B.M. surface for receiving bituminous bound macadam as per Rd. 33.

7) **Spreading and Compaction**

7.1 **Spreading of 40 mm metal** (70% Hand broken & 30% crusher broken):- 40 mm metal shall be spreaded evenly at the specified rate of 9 cubic meters/6 cubic meter per 100 squares of area so as to form a layer over the width of road with correct camber/super elevation as required. Any foreign matter, organic matter, dust, grass etc. shall be removed immediately. The sections shall be checked with camber board and straight edge batten etc. Any irregularities shall be made good by adding aggregates in case of depressions and removing aggregates from high spots.

7.2 **Compaction of 40mm size metal** :- The surface of 40 mm metal layer after bringing to necessary grades and sections shall be rolled with the use of 8 to 10 tonnes power roller. Roller shall commence from the edges and progress toward the centre longitudinally except on super elevation portion it shall progress form the lower to upper edges parallel to the centre line of pavement. Whether the roller has passed over the whole area and high spot or depressions which become apparent shall be corrected by removing or adding aggregates. The rolling shall then continued till the entire surface has been rolled to desired compaction such that there is no crushing of aggregates and all roller marks have been eliminated. Each pass of roller shall uniformly overlap not less than one third of the track made in the preceding pass.

8) **Application of Bitumen**:

Signature of Contractor       Dy. Executive Engineer       Executive Engineer
S.P. Division NO.2, Daryapur
Bitumen of I.S. grade supplied for the work shall be heated to temperature of 177 Celsius to 191 Celsius (350 F to 375 F) in a bitumen boiler and temperature shall be maintained at the time of actual application. The hot bitumen shall be applied through a pressure on the road surface uniformly at the rate of 200 kg. Per 100 sqm. The road surface shall be divided into suitable rectangles marked by chalk so as to ensure correct rate of application of the bitumen.

9) Key Aggregates:

On Completion of bitumen application, 12 mm size key aggregates shall be spread immediately at a uniform rate of 1.8 cubic meters/ 1.2 cubic meters per 100 sqm. of area when entire surface in hot condition Brooms shall be used to ensure even distribution of key aggregates.

10) Final Compaction:

Immediately after spraying of bitumen and spreading of key aggregates, the surface shall be rolled with a power roller to obtained full compaction and to force the blindage of key aggregates in to the interstice of the course aggregate. The rolling shall continue till the asphalt surface hardens and key aggregates stop moving under power roller.

11) Surface Finish and Quality Control:

The surface finish shall conform to requirements of clause 902 of specification for roads and bridges by Ministry of surface Transport (Copy enclosed) Quality control Test and their frequencies shall be as per table below.
<table>
<thead>
<tr>
<th>Reno.</th>
<th>Test</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quality of binder</td>
<td>Two samples per lot to be subjected to all or some test as directed by the Engineer.</td>
</tr>
<tr>
<td>2</td>
<td>Aggregate Impact Value</td>
<td>One test per 200 cubic meter of aggregate.</td>
</tr>
<tr>
<td>3</td>
<td>Flakiness Index and Elongation Index</td>
<td>One test per 200 cubic meter of aggregate.</td>
</tr>
<tr>
<td>4</td>
<td>Stripping value</td>
<td>Initially one set of three representative specimen for each source of supply subsequently when warranted by changes in the quality of aggregate.</td>
</tr>
<tr>
<td>5</td>
<td>Water absorption of aggregates</td>
<td>Initially one set of three representative specimen for each source of supply subsequently when warranted by changes in the quality of aggregate.</td>
</tr>
<tr>
<td>6</td>
<td>Aggregate grading</td>
<td>One test per 100 cubic meter of aggregate</td>
</tr>
<tr>
<td>7</td>
<td>Temperature of binder at application</td>
<td>At regular close intervals.</td>
</tr>
<tr>
<td>8</td>
<td>Rate of spreading for binder.</td>
<td>One test per 5000 square meter of area.</td>
</tr>
</tbody>
</table>

12) **Item to Include:**

i) Diversions unless separately provided in the tender

ii) Preparing the road surface.

iii) Applying tack coat on existing B.T. or picking the existing W.B.M. surface.

iv) Supplying spreading and compaction of 40 mm and 12 mm size aggregate.

v) Supplying, heating and spraying of bitumen.

vi) Supplying and spreading and compaction of 12 mm size chips (By Power roller).

vii) All labour, materials, including bitumen and aggregates used of tools, plants and equipment for completing the item satisfactorily.

13) **Mode of Measurement and Payment.**

The contract rate shall be for 1.00 Sqm. The measurements shall be for the width of the road as executed, limiting it to the width specified or as ordered by the Engineer and the length measured

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Signature of Contractor  Dy. Executive Engineer  **Executive Engineer**
S.P. Division NO.2, Daryapur
along the centerline. The measurement dimensions shall be recorded correct upto two places of decimals of a meter and the area worked out correct upto one place of decimal of a Sqm.

**WORK METHODOLOGY FOR SEAL COAT**

Liquid seal coat shall be executed as per Clause No. 513 of Specification for Road and Bridge Works of M.O.R.T.&H. Specification 2001 and latest reprint amendments. Preparation of surface to receive seal coat shall be as per 513.3.3.2 and in one go 200 m. only.

Construction of seal coat shall be as per Clause 513.3.3.3 and shall be for 200 m. length prepared as above. The preparation of surface for seal coat and construction of seal coat as per Clause 513.3.3.2 and 513.3.3.3 responsively as mentioned above shall be done in 200 m. in one go and the cycle of during in 200 m. shall be repeated throughout the day and at the end of the working day any fraction left measuring less than 200 m. shall be done separately.

**PROGRESSIVE METHODOLOGY**

The work methodology as described above shall then be followed for next 200 meters and thus progressively for entire length of road.

**MODE OF INSPECTION AND MEASUREMENT**

The Deputy Engineer shall remain present and personally supervise cent percent (100%) length executed during his tenure.

Extract from specifications for Road and Bridge works by M.O.S.T.

902 Control of alignment, level and surface regularity.

902.1 General

All works performed shall conform to the lines, grades, cross section and dimensions shown on the drawings or as directed by the Engineer, subject, to the permitted tolerances described hereinafter.

902.2 Horizontal alignment

Horizontal alignments shall be reckoned with respect to the center line of the carriageway as shown on the drawings. The edges of the carriageway as constructed shall be correct within a tolerance of +10 mm therefrom. The corresponding tolerance for edges of the roadway and lower layers of pavements shall be 3.25 mm.

902.3 Sub-grade Levels

The levels of the Sub-grade and different pavement courses as constructed, shall not vary from those calculated with reference to the longitudinal and cross profile of the road shown on the drawings or as directed by the engineer beyond the tolerance +6 mm or 0.6 mm. providing. However, that the negative tolerance for wearing course, if the thickness of the former is thereby reduces by more than 6 mm. for fixable pavements and 5 mm. for concrete pavements.

Signature of Contractor Dy. Executive Engineer

Executive Engineer

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For checking compliance with the above requirement for sub-grade, sub-base and base course, measurements of the surface levels shall be taken on a grid of points places at 6.25 m. longitudinally and 3.5 m. transversely. For any 10 consecutive measurements taken longitudinally or transversely, not more than one measurement shall be permitted to exceed the tolerance as above, this one measurement being not in excess of 5 mm. above the permitted tolerance.

For checking compliance with the above requirement for bituminous wearing course and concrete pavements, measurements of the surface level shall be taken on a grid of points spaced at 6.25 m. along the length and at 0.5 m. from the edges and at the center of the pavement. In any length of pavement, compliance shall be deemed to be met for final road surface only if the tolerance given above is satisfied for any point on the surface.

**902.4 Surface Regularity of pavement courses**

The Longitudinal profile shall be checked within a 3 meter long straight edge /moving straight edge as desired by the Engineer at the middle of each traffic lane a line parallel to the center line of the road. The maximum permitted number of surface irregularities shall be as per Table 900-2.

**Table 900-2 Maximum permitted number of surface irregularities**

<table>
<thead>
<tr>
<th>Irregularity</th>
<th>Surface of carriageway and paved shoulders</th>
<th>Surface of Lay bays, services Areas and all bituminous base Course.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length (m)</td>
<td>4 mm. 7 mm.</td>
<td>4 mm. 7 mm.</td>
</tr>
<tr>
<td>National Highway Expressways</td>
<td>300 75</td>
<td>300 75</td>
</tr>
<tr>
<td>National Highway Expressways</td>
<td>20 9</td>
<td>2 1</td>
</tr>
<tr>
<td>National Highway Expressways</td>
<td>4 2</td>
<td>4 2</td>
</tr>
<tr>
<td>Roads of Lower Category</td>
<td>40 18</td>
<td>60 27</td>
</tr>
<tr>
<td>Roads of Lower Category</td>
<td>4 2</td>
<td>6 3</td>
</tr>
</tbody>
</table>

Category of each section road as described in the contract.

The maximum allowable difference between the road surface and underside of a 3 m. straight edge when placed parallel with, or at right angles to the center line of the road at points decided by the Engineer shall be.

For Pavement surface (Bituminous and cement concrete) 3 mm. For Bituminous base courses 6 mm. For Granular Sub-base courses 8 mm. For Sub-base under concrete Pavements 10 mm.

**902.5 Rectification**

Where the surface regularity of sub-grade and the various pavement courses fall outside the specified tolerances, the contractor shall be liable to rectify these in the manner described below and to the satisfaction of the Engineer.

**Bituminous Construction**

For bituminous other than wearing course, where the surface

Signature of Contractor Dy. Executive Engineer Executive Engineer
S.P. Division NO.2, Daryapur
is low, the deficiency shall be corrected by adding fresh material over a suitable tack coat if needed and recomposing to specifications. Where the surface is high, the full depth of the layer shall be removed and replaced with the fresh material and compacted to specifications.


Rd.33 Picking the road surface including sectioning complete

Rd.33.1 General: The item provides and sectioning of the road surface for receiving the new metal surface.

Rd.33.2 Road Diversion: If the traffic cannot be allowed to pass over the roadside shoulders during picking, spreading and compacting operations, diversions should be taken out and maintained as specified under Item No. BR.1.

Rd.33.3 Picking: All the caked mud, slush, animal droppings, vegetation and all other rubbish accumulated on the road surface shall be removed. Where the section of the road surface is good, the road surface shall be picked lightly only, to loosen the surface stones. Where section is uneven, picking shall be done a little deeper to enable the sectioning to be done to the required shape with the picked up material. The picking shall always be ahead of the spreading of metal and compaction by about 100 meters. The edges of the picking shall be truly in a line or curve as the case may be. This can be achieved by trying to nails driven on the road edge and ranging for a sufficiently long length.

The picked up surface shall be sectioned to the required grade and camber, super elevation or transition section. Template shall be sued to obtain correct and uniform camber, super elevation or transition section as the case may be.

The road surface may be watered by the contractor for easier picking without claiming extra for the same.

The junctions of the picked and non-picked surfaces shall be diagonal.

Rd 33.4 Item to include

Picking, watering if required, sectioning and grinding, Divisions including barricading warning signals, lights, etc. unless separately provided in the tender, the work satisfactorily.

Rd 33.5 Mode and Measurement of Payment

The contract rate shall be one Sq.Metre of surface picked & sectioned.

The area picked shall be worked out in Sq. Meters correct upto a Sq. Mt. The width shall be limited to the width specified or as ordered by the Engineer. The length shall be measured along the center line of the road. The dimensions shall be recorded correct upto one decimal of a meter increased width on curves shall be measured.

Rd 41 General: The item provides for the supply of stone aggregate of the specified type and size at the roadside including obtaining the stones of the specified quality from approved sources, crushing them in mechanical crushers, conveying to the road side with all leads and lifts stacking in regular heaps as specified hereinafter uniformly along the road side.

41.2 Quarries: Stones of approved type for crushing aggregate shall be obtained from quarries as specified in Section No. Rd 19.2

Signature of Contractor: Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
41.3 Stone aggregates :

41.3.1 Quality : The aggregates shall be obtained by crushing approved stones of specified type in a mechanical crusher and shall be clean, strong, tough, dense, durable, close grained and free from soft, decayed and weathered portions and from coating of dust, dirt or other objectionable matter. They shall preferably have good hydrophobic characteristics. They shall generally satisfy the following requirements.

<table>
<thead>
<tr>
<th>Test</th>
<th>For light or medium traffic</th>
<th>For heavy traffic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles abrasion test, percent fines maximum</td>
<td>25</td>
<td>17</td>
</tr>
<tr>
<td>Aggregate crushing test, percent, fines maximum</td>
<td>23</td>
<td>17</td>
</tr>
<tr>
<td>Water absorption by weight after 24 hours immersion, percent, not more than</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

Test shall be carried out according to I.S. 383-1970.
Test considered necessary shall be carried out in an approved laboratory when the Engineer considers quality to be doubtful or there is dispute about the quality. If the results are satisfactory, the cost of tests shall be borne by the Department and if unsatisfactory by the contractor.

Rd 41.3.2 Size : Size of the metal and chips shall be as under:

<table>
<thead>
<tr>
<th>Standard size</th>
<th>Wholly passing through Square mesh of internal dimension</th>
<th>Wholly retained on square mesh of internal dimension</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 mm. (about 1.5&quot;)</td>
<td>50 mm. (about 2&quot;)</td>
<td>25 mm. (about 1&quot;)</td>
</tr>
<tr>
<td>22 mm. (about 1&quot;)</td>
<td>40 mm. (about 1.5&quot;)</td>
<td>20 mm. (about 0.75&quot;)</td>
</tr>
<tr>
<td>20 mm. (about 0.75&quot;)</td>
<td>25 mm. (about 1&quot;)</td>
<td>12 mm. (about 0.50&quot;)</td>
</tr>
<tr>
<td>12 mm. (about 0.05&quot;)</td>
<td>20 mm. (about 0.75&quot;)</td>
<td>10 mm. (about 0.75&quot;)</td>
</tr>
<tr>
<td>10 mm. (about 0.75&quot;)</td>
<td>12 mm. (about 0.50&quot;)</td>
<td>6 mm. (about 0.25&quot;)</td>
</tr>
<tr>
<td>6 mm. (about 0.25&quot;)</td>
<td>10 mm. (about 0.75&quot;)</td>
<td>5 mm. (about 3/16&quot;)</td>
</tr>
</tbody>
</table>

Note: Not more than 20% of any sample shall exceed in its greatest dimension, standard size plus 25 mm, for 40 mm. standard size and standard size plus 12 mm. For 25 mm., 20 mm. and 12 mm. standard size and standard size plus 6 mm. for 10 mm. standard sizes.

The pieces shall be roughly cubical in shape and more or less of uniform size with sharp edges for interlocking, rounded flaky, thin elongated pieces shall not be accepted. Before collection, samples of metal and chips shall be got approved for quality, size and shape by the Engineer who will keep them in his office for reference. They shall be completely any at the time of use.

Rd 41.3.3 Conveyance : According to Specification No. Rd 19.3.3

Signature of Contractor: Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
Rd 41.3.4 Stocking: According to Specification No. Rd. 22.3.4 wherever a mixture of aggregates of two or more standard sizes is specified for the work, each size of aggregates shall be stacked separately and entirely clear of the carriageway and where possible clear of the shoulders also. They shall be stacked in such a manner as to prevent mixture, deterioration or contamination.

Rd 41.4 Special points: According to Specification No. Rd. 19.4

Rd 42.5 Item to include: Crushing aggregates to the specified sizes from approved rubble and other items included in Specification No. Rd 19.5

Rd 42.6 Mode of measurement and payment according to Specification No.Rd.20.6.

As the rate is based on consumption of bitumen at the rate of 250 Kg/ 100 Sq.m., it will be reduced in case of B.B.M. suffer by deducting cost of 50 Kg/bitumen per 100 Sq.m. for the rate specified in Schedule "B".
SUPPLEMENTS SPECIFICATION OF SCHEDULE "B"

(To be referred with schedule "B" and Its specifications)

1. The specification Nos. mentioned in columns No. 3 are as per number given in the specification book of Ministry of Surface Transport edition 1995.

2. Any other specification or specifications not mentioned there in but which in the opinion of the Engineer-in-charge ape applicable during the execution of the particular Items will have to strictly be adhered too, at no extra cost.

3. The plant shall not be started earlier than 7.30 a.m. and the last load should not be delivered earlier than 8.00 a.m. and t load should be so delivered so as- to complete laying acid compaction operations at site as per specification not later than 6.00 p.m. positively. Also-the decanning of bouzer at plant should not be done earlier than 7.30 a.m. and later than 17.30 p.m. Both these items should be done in the presence of the Deputy Engineer-in-charge his authorized representative at plant site.

4. The spraying of asphalt by bouzer should not be done earlier than 8.00 am. and later than 17.30 pm and this should be done in the presence of Deputy Engineer-in-charge or this authorized representatives.

5. The proper of levels, temperature, quality, quantity consistency etc. should be maintained jointly by the contractor or his authorized representative and Deputy Engineer-in-charge or his authorized representative.

6. The Quarry considered for this work are within reasonable leads. Only the approved rubble / metal/ murum or rubble required for crusher from this quarry will be permitted to be used. If the contractor desires to bring the materials from any other quarry, he should obtain specific approval for the use of material from that quarry from Engineer-in-charge. Unless the approved to the source of supply of material from proposed quarry is obtained by the contractor, the department will not be responsible for the payment of work done. The contractor should also ensure that on other unapproved material is used or mixed in the loads delivered on site. The quality control tests as per specifications should be carried out at plants as well as at site of work and the contractor or his authorized representative should sign the test results on each working day.

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S.P. Division NO.2, Daryapur
ADDITIONAL CONDITION

1. The Asphalt to be used for the bitumen items should be as per the grade as specified in the items and its specifications.

2. The Asphalt if not specified otherwise shall be VG 30-grade asphalt to be used for bituminous items.

3. The Contractor will have to procure VG 30 grade asphalt from refinery or Government approved supplier only. The agency has to make agreement of transport of asphalt form the place of supply by refinery of Government approved supply at Mumbai. His rates will be inclusive of transportation of asphalt.

4. Deleted

5. Deleted.

6. Deleted

7. Deleted

8. Deleted

9. 30 days before actual execution of Bituminous work, the Contractor will have to submit the cost of asphalt in the form of Demand Draft in the name of Refinery or Government approved supplier to the Executive Engineer in-charge. The Executive Engineer then will place the order of supply of asphalt with refinery or Government approved suppliers it will be the responsibility of the Contractor to procure and transport the asphalt to the site of work at his own cost.

Additional Condition for Payment of Bituminous Works :

In respect of bituminous work 15% (Fifteen percent) payment on bituminous items in 'a' particular kilometer will be with held till completion of agreement items of side berms, built up drains, site clearance, road side furniture, C.D. works and other items in that kilometer as per the instructions of the Engineer-in-charge. After completion of these items in the particular kilometer the withheld payment will be finally released.
TRAFFIC SAFETY MEASURES TO BE TAKEN BY THE CONTRACTOR AT HIS OWN COST DURING IMPROVEMENT OF ROADS WHERE TRAFFIC CAN BE PASSED OVER PART WIDTH

ITEM :- Providing traffic safety measures on road during improvement of existing road comprising of Traffic Sign Boards and devices as per detailed design drawing and specifications and as directed by Engineer in charge.

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

The Engineer in charge shall get himself satisfied about the traffic safety arrangement provided on the work site before allowing contractor to commence the improvement activity and a certificate to that effect shall be recorded in the measurement book.
a) The Sign no.1 "SPEED LIMIT (20") shall be placed at a distance of 120m away from the point where the transition of carriageway begins. The Sign Board shall be circle of size 60cm dia. having White background and red border and the numerals shall be in black colour as per IRC 67-2001 (1st revision). Distance between sign no.1 and sign no.2 shall be minimum 20m.

b) The Sign no.2 cautionary board indicating "NARROW ROAD AHEAD" shall be placed at a distance of 80m away from the point of transition of carriageway. The signboard shall be of an equilateral triangle of size 90cm having white coloured background. Retro reflective border in red colour and Non reflective symbol in black colour as per IRC 67-2001 (1st revision).

c) The Sign no.3 cautionary board indicating "MEN AT WORK" shall be placed at a distance of 40 m away from the point of transition of carriageway. The sign board shall be of an equilateral triangle of size 90cm having white coloured background. Retro reflective border in red colour and Non reflective symbol in black colour as per IRC 67-2001 (1st revision). The Sign no.4 displaying the message "GO SLOW WORK IN PROGRESS" shall be placed at the point of transition of carriageway. The size of sign board shall be 1.0 m X 1.0 m having red coloured background and Retro reflective message in white colour.

d) Sand filled plastic cones mounted with retro reflective arrow hazard marker sign shall be placed as indicated in the drawing. Plastic cone shall be 73cm in height having 39cm square / hexagonal base. Sand filled plastic cones shall be placed along the road length where work is in progress as shown in the drawing.

e) Retro reflective strong inviolable stand type barrier shall be placed at either ends of the widening area upto the edge of the formation. The barricades shall not be removed unless the permission is given by the responsible officer of the rank not less than sectional engineer. The barricade shall have two plates of size 1.30m x 0.20m painted black and shall have retro reflective strips and mounted on angle Iron stand of 1.0 m height.

f) Yellow light flashers shall be kept lit from sunset to sunrise, 2 Nos. along transition line of traffic and 3 nos. at barriers on both sides as indicated in the drawing.

g) The signs, lights, barricades and other traffic control devices shall be well maintained, till such time the traffic is commissioned on the widened road. The size, shape and colour of all the sign and caution boards shall be as mentioned above as per detailed drawings in accordance with the relevant I.R.C specifications and as per Ministry of Road Transport and Highway's specifications.

h) The provision of item of traffic safety measures as per drawing no.1 shall be obligatory to the contractor and no separate payment, whatsoever will be made for the same. Failure to supply with the above provisions within 15 days of issue of work order will entitle the department to recover the amount of Rs.1,00,000/- (Rupees one lakh) from the contractor from immediate forthcoming bill/bills.
j) In addition to above the contractor has to provide and fix on the site of work information board (Displaying the details of work) as directed by Engineer in charge, at the starting and end point of work.

Signature of Contractor  Dy. Executive Engineer  Executive Engineer
S.P. Division NO.2, Daryapur
Check List of points to be examined during inspection of maintenance of roads & action to be taken pre monsoon, during monsoon & after monsoon.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Points to be examined</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Safety</td>
<td>Safety at blockage / breaches / deep cuts / damaged culverts or bridge; horizontal and vertical clearance in respect of power lines, road side trees, guard rails, parapets etc.</td>
</tr>
<tr>
<td>2</td>
<td>Pavement</td>
<td>Magnitude and location of potholes, undulations, settlement, rutting pavement failures etc. along with their cause, camber and super elevation.</td>
</tr>
<tr>
<td>3</td>
<td>Shoulders &amp; Embankment</td>
<td>Width and cross fall, side slopes, erosion, need for turfing or other protective measures.</td>
</tr>
<tr>
<td>4</td>
<td>Drainage</td>
<td>Adequacy of cross section, blockage, damage or siltation, need for lining etc.</td>
</tr>
<tr>
<td>5</td>
<td>Road furniture and road marking</td>
<td>Whether these are there, correctly located, need repairing (road furniture), clearing / repainting etc.</td>
</tr>
<tr>
<td>6</td>
<td>Protection work</td>
<td>The condition of retaining walls, parapet walls, drains, spouts, pitching on slopes etc.</td>
</tr>
<tr>
<td>7</td>
<td>Road side trees</td>
<td>Numbering of trees, disposal of dead trees etc.</td>
</tr>
<tr>
<td>8</td>
<td>Road Geometrics</td>
<td>Horizontal and Vertical Alignment, side distance at curves and intersections.</td>
</tr>
<tr>
<td>9</td>
<td>Additional points for hill roads</td>
<td>Condition of catch water / roadside drains, scuppers etc. need for new drains, safety measures, any danger of landslides, soil erosion, problems etc.</td>
</tr>
<tr>
<td>10</td>
<td>Road side materials</td>
<td>Whether aggregates and bitumen are stacked properly whether these obstruct safe traffic operations, whether the stacks are safe from inundation or washing away during the rains. These material shall be cover with polythin sheet</td>
</tr>
</tbody>
</table>
Points To Be Looked For During Inspection and Action To Be Taken Prior To / During / After Rains.

<table>
<thead>
<tr>
<th>Prior to rains</th>
<th>During rains</th>
<th>After rains</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning / Clearing all drains, catch pits etc.</td>
<td>Have close watch on flood levels, desilting any tendency for overtopping and blockages of drains / culverts etc. and take timely action for rectification.</td>
<td>Assess the damage, give top priority for repairing bridges and removing blockages.</td>
</tr>
<tr>
<td>Repairing damages to all protective works like pitching etc.</td>
<td>Repairs potholes and keep road traffic worthy / motorable.</td>
<td>Watch for water oozing out of shoulders / slopes. If so cut out to release and remove the locked up water.</td>
</tr>
<tr>
<td>Filling scour holes at abutment / pier of C.D. works Storing and protecting road construction materials safe from floods Repaving / sealing pavement cracks, potholes etc. Dressing berms so that these easily shade off water Removing all loose material in cuttings, cleaning gutters and catch water drains.</td>
<td>In case of any breach / landslide cordon of the affected stretch by barriers, arrange for traffic diversion, notify the public of the diversion, and take immediate action in making up the breach / landslide.</td>
<td>Repair potholes / cracks etc. Study stretches showing recurring damage to ascertain causes and evolve remedial measures.</td>
</tr>
</tbody>
</table>
## Time schedule for maintenance & repair activity for road

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Type of Activity</th>
<th>Maximum response time</th>
<th>Time Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pot holes by B.T.</td>
<td>I) within 3 days after detection of pot hole</td>
<td>Post mansoon &amp; pre mansoon as per need &amp; as directed by engineering charge</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II) pot hole causing safety hazard to be repairs within 24 hours</td>
<td>as per need &amp; as directed by engineering charge</td>
</tr>
<tr>
<td>2</td>
<td>Pot holes by W.B.M.</td>
<td>I) within 3 days after detection of pot hole</td>
<td>During mansoon every year &amp; as per need &amp; as directed by engineering charge</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II) pot hole causing safety hazard to be repairs within 24 hours</td>
<td>as per need &amp; as directed by engineering charge</td>
</tr>
<tr>
<td>3</td>
<td>Cleaning of carriageway &amp; shoulder, bridge, culvert C.D. deck</td>
<td>Within 14 days</td>
<td>As soon as noticed &amp; as per need</td>
</tr>
<tr>
<td>4</td>
<td>Cleaning obstruction to traffic</td>
<td>Within 12 hours</td>
<td>As per need at any time</td>
</tr>
<tr>
<td>5</td>
<td>Earth shoulders</td>
<td>I) Within 14 days from</td>
<td>As per need during mansoon &amp; after mansoon every year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II) Water ponding to be cleared in 3 days</td>
<td>During mansoon &amp; as per need every year</td>
</tr>
<tr>
<td>6</td>
<td>Culverts &amp; bridges</td>
<td>I) Cleaning, desilting</td>
<td>As per need pre mansoon &amp; post mansoon</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II) Filling of scour</td>
<td>As per need pre mansoon &amp; post mansoon</td>
</tr>
<tr>
<td>7</td>
<td>Painting karb &amp; parapet, km stone, 200m stone, guard stone, information pillar,</td>
<td>I) 14 days after detection of damage</td>
<td>once in year post mansoon</td>
</tr>
<tr>
<td></td>
<td>Sign &amp; caution board, road side trees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Arrangement for traffic safety Repairs</td>
<td>I) within 6 hour</td>
<td>As per requirement, at any time</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II) within 24 hour after detection</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Contractor

Dy. Executive Engineer

Executive Engineer

S.P. Division NO.2, Daryapur
<table>
<thead>
<tr>
<th></th>
<th>Activity Description</th>
<th>Time Frame</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Maintenance of drains I) cleaning &amp; repairs</td>
<td>I) within 14 days</td>
<td>Before &amp; after rains pre monsoon &amp; post monsoon</td>
</tr>
<tr>
<td>10</td>
<td>Road signs I) Maintenance &amp; protection</td>
<td>7 days</td>
<td>Twice a year pre monsoon &amp; post monsoon</td>
</tr>
<tr>
<td>11</td>
<td>Pavement marking</td>
<td>14 days</td>
<td>Once in year post monsoon</td>
</tr>
<tr>
<td>12</td>
<td>Attendance of Accidents, Emergency situation</td>
<td>Immediately</td>
<td>As per need, at any time</td>
</tr>
<tr>
<td>13</td>
<td>Rain cuts</td>
<td>within 24 hours</td>
<td>During monsoon &amp; as per need</td>
</tr>
<tr>
<td>14</td>
<td>Trimming of trees</td>
<td>14 days with approval of forest department</td>
<td>Regularly</td>
</tr>
<tr>
<td>15</td>
<td>Removal / Cutting trees fallen on road / carriageway which is dangerous to traffic</td>
<td>within 4 hours</td>
<td>At any time</td>
</tr>
<tr>
<td>16</td>
<td>Traffic Censurs</td>
<td>7 days</td>
<td>May &amp; December as directed by engineer incharge</td>
</tr>
<tr>
<td>17</td>
<td>Plantation</td>
<td>I) 1 Month</td>
<td>May every year</td>
</tr>
<tr>
<td></td>
<td>I) digging pit</td>
<td></td>
<td>June &amp; July every year</td>
</tr>
<tr>
<td></td>
<td>II) Plantation</td>
<td>II) 2 Month</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Speed Breakers</td>
<td>Immediately</td>
<td>As directed by engineer incharge</td>
</tr>
<tr>
<td>19</td>
<td>Clearing landslide</td>
<td>within 3 hours</td>
<td>As per need &amp; As directed by engineer incharge</td>
</tr>
<tr>
<td>20</td>
<td>Any other activity relating to road, bridge &amp; culvert maintenance &amp; repairs</td>
<td>Immediately after detection of defect</td>
<td>As directed by engineer incharge</td>
</tr>
</tbody>
</table>

Signature of Contractor   Dy. Executive Engineer   Executive Engineer  
S.P. Division NO.2, Daryapur
TECHNICAL SPECIFICATIONS

1.1 PREAMBLE
The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified in Volume –I, III & IV.

1.2 SITE INFORMATION
1.2.1 The information given hereunder and provided elsewhere in these documents is given in good faith by the Employer but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.

1.2.2 The area in which the Works are located is plain terrain

1.2.3 General Climatic Conditions
1.2.3.1 The temperature in this region is under: During summer months, average maximum temperature is above 46°C.

1.2.3.2 The average annual rainfall in the area is of the order of 1000mm

1.2.4 Seismic Zone
The Works are located in Seismic Zone II as defined in IRC: 6-2000.

2 GENERAL REQUIREMENTS
The Technical Specifications in accordance with which the entire work described hereinafter shall be constructed and completed by the Contractor shall comprise of the following,

2.1 PART- I- General Technical Specifications
The General Technical Specifications shall be the “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” FIFTH REVISION APRIL 2013, issued by the Ministry of Surface Transport (Road Wing), Government of India and published by the Indian Roads Congress.

2.2 Maharashtra State Public Works Department Specifications Book.

2.2.1 Govt. of Maharashtra, Public Works Department, Marathi Circular No. आरएमआर- 1082/\\n\\р\\315.रते- 1/\\dt.30.09.2016

2.3 PART – II- Supplementary Technical Specifications.
The Supplementary Technical Specifications shall comprise of various Amendments / Modifications / Additions to the “SPECIFICATION FOR ROAD AND BRIDGE WORKS” referred to in PART–I above and Additional Specifications for particular item of Works not already covered in PART-1.

2.4 A particular clause or a part thereof in “SPECIFICATION FOR ROAD AND BRIDGE WORKS (FIFTH REVISION, APRIL 2013)” referred in PART-I above, where Amended / Modified / Added upon and incorporated in PART-II, referred to above, such Amended / Modified / Added upon, and incorporated in PART-II, referred to above, such Amendment / Modification / Addition supersedes the relevant Clause or part of the Clause.

Signature of Contractor Dy. Executive Engineer

Executive Engineer
S.P. Division NO.2, Daryapur
2.5 The Additional Specifications shall comprises of specifications for particular item of Works not already covered in PART-I.

2.6 When an Amended / Modified / Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended / Modified /Added Clause or part thereof.

2.7 In so far as Amended / Modified / Added Clause may come in conflict or be inconsistent with any of the provisions of the said Specifications under reference, the Amended / Modified /Added Clauses shall always prevail.

2.8 The following Clauses in the “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (FIFTH REVISION APRIL 2013)” are applicable /Modified for project.

112, 201, 202,301, 404, 406,408,501, 502, 503, 504, 507, 801, 803, 900, 1000, 3000

2.9 In the absence of any definite provision on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC and BIS in that order. Where even these are silent, the construction and completion of the works shall confirm to sound engineering practice as approved by the Engineer and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final binding on the contractor.

**Section** | **Respective / Clauses**
--- | ---
100- General | 101-121- General
200- Site Clearance | 201- Clearing and grubbing
 | Contractor shall remove and dispose of all materials such as trees, bushes, shrubs, stumps roots not exceeding 150 mm thick from side berms as directed by Engineer.
400- Sub –Base coarse (Non-Bituminous) | 
**500- Base & Surface courses** (Bituminous) | 501- General requirement for bituminous pavement layers.
 | 502- Primer coat over Granular Base.
 | 503- Tack Coat : Tack coat shall be as specified in the item of work.
 | 504- Bituminous Macadam
 | 505- Dense Bituminous Macadam
 | 507- Bituminous concrete.
300- Earth work and Drainage | 301- Excavation of road way and drainage
 | Cement / Lime shall be used as filler Job mix design for bituminous concrete is mandatory and variation in binder content beyond permissible variation of +/- 0.30% by weight of total mix will be assessed and paid accordingly for lower side only. Adjustment in payment will not be allowed for binder content on higher side.
800- Traffic sign, Marking & other road Appurtenances and IRC-67- 2010 | 803- Road Markings,
900- Quality Control for Road Works | 10 % of the density tests shall be done on edges. “Stone crushing cum screening plant (cone type) should be deployed for getting proper size and grading of aggregates. Combined flakiness and elongation index shall not be allowed more than the specific limit as mentioned in specifications of respective items” Complete clause from 901 to 903 is applicable
1000- Material for structure | All material required for various items shall be confirm to Section 1000
3000- Maintenance of road | The following should be added in this clause.
**Signature of Contractor** | Dy. Executive Engineer
**Executive Engineer**
**S.P. Division NO.2, Daryapur**
The following clauses shall apply for routine maintenance during defect liability period.

3001- General
3002- Restoration of rain cuts
3003- Maintenance of earthen shoulders
3004- Bituminous work in connection with maintenance and repairs

Sign/ Caution/ Mandatory/ Information Boards etc. IRC-67, 2010 and 1997 Road furniture and signs.

2.9 All the defects observed during the defect liability period shall be rectified by the Contractor at his own cost within specified time period as per instruction Engineer-In-Charge.

2.10 The following Clauses in the “SPECIFICATION FOR ROAD AND BRIDGE WORKS (MAHARASHTRA STATE P.W.D. SPECIFICATION BOOK”) are Applicable /Modified for the Project

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Items</th>
<th>Respective Clause</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Restoration of Rain Cuts</td>
<td>clause 1902</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance of earthen shoulders</td>
<td>clause 1903</td>
</tr>
<tr>
<td>3</td>
<td>Maintenance of drains</td>
<td>clause 1908</td>
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<td>4</td>
<td>Maintenance of Hp Culvert &amp; Slab Culvert</td>
<td>clause 1909</td>
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<tr>
<td>5</td>
<td>Maintenance of causeway</td>
<td>clause 1910</td>
</tr>
<tr>
<td>6</td>
<td>Maintenance of Road signs</td>
<td>clause 1911</td>
</tr>
<tr>
<td>7</td>
<td>Maintenance of Raillings</td>
<td>clause 1912</td>
</tr>
<tr>
<td>8</td>
<td>Cutting Branches of trees &amp; Treaming of Grass</td>
<td>clause 1915</td>
</tr>
</tbody>
</table>

1.1 The Following clauses in the "Specifications For Rural Road" First Revision - 2014, issued by the Ministry of Rural Development (M.o.R.D.), Govt. of India & Published by the Indian Road Congress are applicable for the project.
DRAWINGS

CONTRACT DRAWINGS:

The contract drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualize the nature of type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during 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 which the Contractor is required to provide in accordance with the Contract.

DOCUMENTATION:

If so ordered by the Engineer-in-charge, the Contractor will prepare drawings of the work at constructed and will supply original and three copies to the Engineer who will verify these drawings. Final as constructed drawings shall then be prepared by the Contractor and supplied in triplicate along with a micro film of the same to the Engineer for record and reference purposes at the Contractor’s cost.
एकाग्रपणाचे पुरवठा करण्यात येत
असलेल्या डांबराच्या प्रत (Grade) निषिद्ध करण्यावरत.
पुंजीत डांबराची आवक आणि खप यांचा हिलोब दर्शविणारी
नोंबरही क्रमांक १

कामाचे नाव : -----------------------------------------------

आवक आणि खप यांचा हिलोब

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<th>रिफाइनरीचे नाव</th>
<th>गेट पास क्रमांक</th>
<th>प्राम डांबरचे तिथिवर्ष वजन</th>
<th>बापरलेखा डांबरचे तिथिवर्ष वजन</th>
<th>दिवसांशा अखेरीस शिल्पक डांबराचे तिथिवर्ष वजन</th>
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कंपतदाराची नाही | अभियंत्याची नाही |

नोंबरही क्रमांक -२

निररिक्षणाच्या वार्षिक आठव्यादंडाचे उपयोगात आणणे आवश्यक

असलेले परिमाण यांची तुलना दर्शविणारे कोषण

आठव्यावधानात केलेल्या कामाचे एकूण अंदाजे परिमाण

१) ओपन बेडेड कारपेट
२) लिफ्टीस विल्फेट
३) वी.बी.एम.

Signature of Contractor        Dy. Executive Engineer        Executive Engineer
S.P. Division NO.2, Daryapur
कामाचे नाव :- -------------------------------------------------------------

------------------- रोजी संपणा-या आठवड्यासाठी गोषवारा

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<th>वापरवास हवे असलेल्या डांबराचे एकूण परिमाण मे.टन</th>
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Signature of Contractor  Dy. Executive Engineer  Executive Engineer  
S.P. Division NO.2, Daryapur
Attach necessary drawings.