



सत्यमेव जयते

Government of Maharashtra
Public Works Department
Public Works Region, Aurangabad.
Public Works Circle, Osmanabad.

B-1 | E-TENDER DOCUMENT

-:- Name of Work -:-

Construction of Samajik Sabhagruha at
Shivani (M), Tq. Chakur, District Latur.
(Under Fundamental Needs Programme 2016-17).

Estimated Cost :- Rs. 9,95,279.00

E.M.D. :- Rs. 10,000.00

Office of the,
Executive Engineer,
Public Works Division No.2, Latur



INDEX

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

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E-Tender Notice No. B-1 LTR2-05/21 For 2016-2017

Internal NIT No.

PUBLIC WORKS DEPARTMENT

Online Tenders (E-Tender) in B-1 form for the following work are invited by the Executive Engineer, Public Works Division No.2, Behind Gandhi Hospital, Mechanical Store, Old AUSA road, Latur. Phone No.02382-257270, E-mail : latur2.ee@mahapwd.com; on Government of Maharashtra Electronic Tender Management System <http://maharashtra.etenders.in>

Online bids are invited for the following works of items.

The details can be viewed and downloaded online directly from the Government of Maharashtra e-Tendering Portal <http://maharashtra.etenders.in> on Sub Portal of Public Works Department <http://pwd.maharashtra.etenders.in>

Sr No	Name of work	Estimated cost in (Rs.)	Time limit for completion (Months)	Earnest Money in (Rs.)	Cost of Blank tender form (Rs.)	Class of Registration
1	2	3	4	5	6	7
1	Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).	9,95,279/-	03 (Three) Calendar Months including monsoon	10,000/-	500/-	Class VII and above

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

NOTE :-

1. All eligible/interested contractors are mandated to get enrolled on e-Tendering portal (<http://maharashtra.etenders.in>)
2. To process the tenders online, to encrypt their bid and to sign the bid hashes, bidders are required to obtain digital certificate. For details bidders be contact Help Desk.
3. Contractors can contact **Help Desk** for any clarification of their doubts regarding the process of Electronic Tendering System. Help Desk at through Email ID support.gom@nextenders.com or Phone No. 020-41466666.

*Executive Engineer,
Public Works Division No.2, Latur*

Contractor

No. of Corrections

Executive Engineer

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग, क्र-२ लातूर.

E-Mail:- latur2.ee@mahapwd.com

Visit Us www.mahapwd.com

Phone:- (02382)257270

कार्यकारी अभियंता यांचे कार्यालय,
सार्वजनिक बांधकाम विभाग, क्र-२ लातूर.

जा.क्र./लेखा/ लातूर- क्र-२/
परत पावतीद्वारा

दिनांक:-

डाकनोंद

प्रति,
उप संचालक (माहिती)
विभागीय माहिती कार्यालय,
लातूर

विषय:- ई-निविदा ब-१/सुचना क्रमांक एलटीआर२/क्र.०५/सन २०१६-१७ (ऑनलाईन) प्रसिध्द करणे बाबत.

सोबत या कार्यालयाची ई-निविदा सुचना क्रमांक एलटीआर २/क्र. ०५/सन २०१६-१७ ची (ऑनलाईन) जाहिरात सुधारीत वर्गीकृत जाहीरात विवरण धोरणानुसार वृत्तपत्रामधुन प्रसिध्द करण्यासाठी आपणाकडे पाठविण्यात येत आहे.

१	कार्यालयाचे पूर्णनांव व पत्तादुरध्वनी क्रमांकासह	:-	कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग, क्र-२ लातूर. जिल्हा लातूर-४१३५३१ दुरध्वनी क्रमांक ०२३८२-२५७२७०
२	जाहिरातीचे स्वरुप	:-	कामाची निविदा
३	कोणत्या जिल्हयात जाहिरातीचे काम संबंधित आहे.		लातूर जिल्हा
४	जाहिरात प्रकाशित होण्याची अंतिमदिनांक		दिनांक ४/१/२०१७
५	किती वृत्तपत्रात जाहिरात प्रकाशित करावयाची आहे.		नियमा प्रमाणे
६	जाहिरात प्रसिध्दीची भाषा		मराठी
७	जाहिरात किती वेळा प्रकाशित करावयाची आहे.		फक्त एक वेळा
८	कोणत्या कार्यालयास या जाहिरातीचे देयक पाठवायाचे आहे.		कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग, क्र-२ लातूर जिल्हा लातूर-४१३५३१ दुरध्वनी क्रमांक ०२३८२-२५७२७०

सहपत्र :- ई-निविदा ब-१/सुचना क्रमांक एलटीआर २/क्र. ०५/सन २०१६-१७ (ऑनलाईन) च्या मराठी३ प्रतीत.

कार्यकारी अभियंता,
सार्वजनिक बांधकाम विभाग, क्र-२ लातूर.

प्रत:- संगणक शाखा (इंटरनेट वेबसाईट वर देण्यासाठी) सार्वजनिक बांधकाम मंडळ, उस्मानाबाद यांना माहितीस्तव सविनय सादर (सहपत्र-१)

प्रत :- उपविभागीय अभियंता, सार्वजनिक बांधकाम उपविभाग, /उदगीर/अहमदपुर/चाकुर /जळकोट यांना माहितीस्तव रवाना. (सहपत्र-१)

प्रत:- विभागीय कार्यालयातील नोटीस बोर्डावर डकविण्यासाठी (सहपत्र-१)

कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग, क्र-२ लातूर..
जुना औसा रोड, गांधी हॉस्पिटलच्या पाठी मागे, लातूर

दुरध्वनी : ०२३८२-२५७२७०

E-mail : latur2.ee@mahapwd.com Fax No : 02382-2572570

Visit Us: WWW.mahapwd.com

ई-निविदा ब-१/सुचनाक्रमांक एलटीआर २/क्र. ०५/सन २०१६-१७ (ऑनलाईन)

कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग, क्र-२ लातूर. ४१३५३१ (दुरध्वनी क्रमांक ०२३८२-२५७२७०) महाराष्ट्र शासनाच्या सार्वजनिक बांधकाम खात्याकडील योग्यत्या वर्गातील नोंदणीकृत कंत्राटदाराकडून चाकुर १५ अहमदपुर तालुक्यातील ०६ (सहा) उदगीर तालुक्यातील ०१ (एक) कामाकरिता ब-१ नमुन्यातील ई-निविदा प्रणालीद्वारे ऑनलाईन मागविण्यात येत आहेत. ई-निविदे बाबत संपूर्ण माहिती खालील वेबसाईटवर उपलब्ध करून देण्यात आलेली आहे.

- 1) WWW.mahapwd.com
- 2) Maharashtra.etenders.in

कार्यकारी अभियंता,
सार्वजनिक बांधकाम विभाग, क्र-२ लातूर.

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग, क्र-२ लातूर..

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सार्वजनिक बांधकाम विभाग, क्र-२ लातूर..

ई-निविदा ब-१/सुचनाक्रमांक एलटीआर २/क्र. ०५/सन २०१६-१७ (ऑनलाईन)

खालील कामाच्या ई-निविदा प्रणालीद्वारे ऑनलाईन निविदा कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग, क्र-२ लातूर-४१३५३१, महाराष्ट्र शासनाच्या सार्वजनिक बांधकाम खात्याकडील योग्यत्या वर्गातील नोंदणीकृत कंत्राटदाराकडून मागवित आहेत. निविदा डाऊनलोड करण्याचा कालावधी दिनांक ०५-०१-२०१७ ते २०-०१-२०१७ पर्यंत राहिल.

१	कामाचे नांव	अंदाजित किंमत	इसारा/ बयाना रक्कम	काम पूर्ण करण्या चा कालावधी	ई- निविदा संचाची किंमत	कंत्राटदाराचा वर्ग
१	२	३	४	५	६	७
१	लातूर जिल्ह्यातील चाकुर तालुक्यातील मौजे सुगाव येथे सामाजिक सभागृह बांधकाम करणे.	९,६७,४८४/-	१०,०००/-	३ महिने	५००	वर्ग-७ व त्यावरील
२	लातूर जिल्ह्यातील चाकुर तालुक्यातील मौजे हिप्पळनेर येथे सामाजिक सभागृह बांधकाम करणे.	९,९९,४६९/-	१०,०००/-	३ महिने	५००	वर्ग ७ व त्यावरील
३	लातूर जिल्ह्यातील चाकुर तालुक्यातील मौजे अटोळा येथे सामाजिक सभागृह बांधकाम करणे.	९,९४,६१२/-	१०,०००/-	३ महिने	५००	वर्ग-७ व त्यावरील
४	लातूर जिल्ह्यातील चाकुरता लुक्यातील मौजे अंबुलगा येथे सामाजिक सभागृह बांधकाम करणे.	९,६७,४८४/-	१०,०००/-	३ महिने	५००	वर्ग-७ व त्यावरील
५	लातूर जिल्ह्यातील चाकुर तालुक्यातील मौजे अष्टा येथे सामाजिक सभागृह बांधकाम करणे.	९,८७,९७९/-	१०,०००/-	३ महिने	५००	वर्ग-७ व त्यावरील
६	लातूर जिल्ह्यातील चाकुरता लुक्यातील मौजे जानवळ (ये) येथे सामाजिक सभागृह बांधकाम करणे.	९,९६,९९९/-	१०,०००/-	३ महिने	५००	वर्ग-७ व त्यावरील
७	लातूर जिल्ह्यातील चाकुर तालुक्यातील मौजे तिवटघ्याळ येथे सामाजिक सभागृह बांधकाम करणे.	९,९४,६१२/-	१०,०००/-	३ महिने	५००	वर्ग-७ व त्यावरील

	कामाचेनांव	अंदाजित किंमत	इसारा/ बयाना रक्कम	काम पूर्णकरण्या चाकालावधी	ई- निविदा संचाची किंमत	कंत्राटदाराचा वर्ग
१	२	३	४	५	६	७
८	लातुर जिल्ह्यातील अहमदपूर तालुक्यातील मौजे कोपदेव हिप्परगा येथे सामाजिक सभाग्रह बांधकाम करणे.	९,९२,०२२/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
९	लातुर जिल्ह्यातील अहमदपूर तालुक्यातील मौजे नांदुरा (बु) येथे सामाजिक सभाग्रह बांधकामकरणे.	९,९७,६४९/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
१०	लातुर जिल्ह्यातील अहमदपूर तालुक्यातील मौजे ढाळेगाव येथे सामाजिक सभाग्रह बांधकाम करणे.	९,९९,९१२/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
११	पोलिस ठाणेउदगीर व जळकोट वाडवना येथील पोलिस अधिकारी व कर्मचारी यांच्या साठी प्रसाधनग्र व विश्राग्रहाचे बांधकाम करणे	४२,८२,५११/-	४३,०००	६ महिने	१०००	वर्ग-५ व त्यावरील
१२	लातुर जिल्ह्यातील चाकुर तालुक्यातील मौ. देवन्ना येथेसिमेंट रस्ता बांधणे.	९,८५,९०१/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
१३	लातुर जिल्ह्यातील चाकुर तालुक्यातील मौजे शिवणखेड येथेसिमेंट रस्ता बांधणे.	९,९९,९३४/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
१४	लातुर जिल्ह्यातील चाकुर तालुक्यातील मौजे घरणी येथे सिमेंट रस्ता बांधणे.	९,९७,९७७/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
१५	लातुर जिल्ह्यातील चाकुरता लुक्यातील मौजे नळेगाव येथे सिमेंट रस्ता बांधणे.(ज्ञानोबा येनो यांचेघरते बीराजदार यांचेघर)	९,९८,२५४/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
१६	लातुर जिल्ह्यातील चाकुर तालुक्यातील मौजे झरी (बु) येथे सिमेंट रस्ता बांधणे.	९,९६,६३८/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
१७	लातुर जिल्ह्यातील चाकुर तालुक्यातील मौजे घारोळा येथे सिमेंट रस्ता बांधणे.	९,८८,६८५/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील
१८	लातुर जिल्ह्यातील अहमदपूर तालुक्यातील मौजे वळसंगी येथे सिमेंट रस्ता बांधणे.	९,९८,८८२/-	१०,०००/	३ महिने	५००	वर्ग-७ व त्यावरील

१	कामाचेनांव	अंदाजित किंमत	इसारा/ बयाना रक्कम	काम पूर्णकरण्या चाकालावधी	ई- निविदा संचाची किंमत	कंत्राटदाराचा वर्ग
१	२	३	४	५	६	७
१९	लातूर जिल्ह्यातील अहमदपूर तालुक्यातील मौजे काळेगाव येथे सिमेंट रस्ता बांधणे.(विट्टल रुक्मीनी सभाग्रह ते मस्सजीद)	९,९८,१३३/-	१०,०००/-	३ महिने	५००	वर्ग-७ व त्यावरील
२०	लातूर जिल्ह्यातील अहमदपूर तालुक्यातील मौजे कुमठा (बु)येथे सिमेंट रस्ता बांधणे.	९,९९,९४८/-	१०,०००/-	३ महिने	५००	वर्ग-७ व त्यावरील
२१	लातूर जिल्ह्यातील चाकुर तालुक्यातील धानोरा सटाळा महालंगी जानवळ किमी १८/५०० ते २१/५०० (प्रजिमा-१७) ची सुधारणा करणे	४५,७७,७८९/-	४६,०००/-	९ महिने	१०००	वर्ग-५ व त्यावरील
२२	लातूर जिल्ह्यातील चाकुर तालुक्यातील मौजे शिवनी (म) येथे सामाजिक सभाग्रह बांधकाम करणे.	९,९५,२७९/-	१०,०००/-	३ महिने	१०००	वर्ग-७ व त्यावरील

कार्यकारी अभियंता,
सार्वजनिक बांधकाम विभाग, क्र-२ लातूर.

:-ई-निविदा प्रक्रियेचे वेळापत्रक :-:

अ. क्र.	सा.बां.विभाग कार्यालयासाठी प्रक्रीया	कंत्राटदारासाठी प्रक्रीया	पासून		पर्यन्त	
			दिनांक	वेळ	दिनांक	वेळ
१	२	३	४	५	६	७
१	Tender Release चा कालावधी		२/०१/२०१७	१०:००	०५/१/२०१७	१७:३०
२		निविदा डाऊनलोड करण्याचा कालावधी	०५/०१/२०१७	१७:३१	२०/०१/२०१७	१७:३०
३		निविदा सादर करण्याचा अंतिम दिनांक व वेळ	०५/०१/२०१७	१७:३१	२३/०१/२०१७	२३:००
४	Superhash Generation & Bid Lock चा कालावधी		२३/०१/२०१७	२३:०१	२५/०१/२०१७	२३:००
५		Control Transfer of Bid चा कालावधी	२५/०१/२०१७	२३:०१	२७/०१/२०१७	२३:००
६	लिफाफा क्र.०१ उघडण्याचा दिनांक व वेळ		२७/०१/२०१७	२३:०१	३०/०१/२०१७	१७:३०
७	लिफाफा क्र.०२ उघडण्याचा दिनांक व वेळ		२७/०१/२०१७	२३:०१	०१/०२/२०१७	१७:३०

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- १ कंत्राटदाराने निविदा प्रक्रियेत भाग <http://maharashtra.etenders.in> या Portal वर enrolled करावे.
- २ कंत्राटदाराना कांही शंका/अडचणी असल्यास खालील दुरध्वनी क्रमाकावर संपर्क साधावा.020-25315555 /56 Email ID: Support.gom@nextenders.com
- ३ ई-पेमेंट गेट वे नुसार कंत्राटदारांनी निविदा प्रक्रीया करावी.
- ४ कोणत्याही किंवा सर्व कामाच्या निविदा कोणतेही कारणनेदेता रद्दकरण्याचा अधिकार सक्षम अधिकारी यांनी राखून ठेवला आहे.
- ५ ई-निविदा प्रक्रियेत कोणत्याही कारणामुळे अडथळा आल्यास त्याकार्यालय जबाबदार राहाणार नाही.
- ६ वरील निविदा सुचना ही सार्वजनिक बांधकाम खात्याच्या वेबसाईटवर www.mahapwd.com पहावयास मिळेल

कार्यकारी अभियंता,
सार्वजनिक बांधकाम विभाग,क्र-२ लातूर..

GOVERNMENT OF MAHARASHTRA

PUBLIC WORKS DEPARTMENT

E-Tender Notice No.LTR-2/05/2016-17

Online tenders for the following works are invited by Executive Engineer, Public works Division No.2, Latur from the contractors with Government of Maharashtra in appropriate class. The Blank Tender forms would be available for download w.e.f. Date.05/01/2016 to 20/01/2016 on the working days only.

Sr. No.	Name of work	Estimated cost (RS.)	Earnest Money (RS.)	Cost of Blank Tender form (RS.)	Class of Contractor	Period of Completion
1	2	3	4	5	6	7
1	Construction of Samajik sabhagruha at Village Sugav, Tq.Chakur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,67,484/-	10,000/-	5,00/-	Class-vii and above	3 Months
2.	Construction of Samajik sabhagruha at Hippalner, Tq.Chakur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,99,469/-	10,000/-	5,00/-	Class-vii and above	3 Months
3	Construction of SabhaMandap at Village Atola, Tq.Chakur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,94,612/-	10,000/-	5,00/-	Class-vii and above	3 Months
4	Construction of Samajik sabhagruha at Ambulga, Tq.Chakur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,67,484/-	10,000/-	5,00/-	Class-vii and above	3 Months
5.	Construction of Samajik sabhagruha at Village Ashta, Tq.Chakur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,87,979/-	10,000/-	5,00/-	Class-vii and above	3 Months
6	Construction of Samaji ksabhagruha at Janwal (Yenguti), Tq.Chakur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,96,999/-	10,000/-	5,00/-	Class-vii and above	3 Months
7	Construction of SabhaMandap at Village Tivatghyal, Tq.Chakur Dist. Latur (UnderFundamental needs Programme 2016-17)	9,94,612/-	10,000/-	5,00/-	Class-vii and above	3 Months

Sr. No.	Name of work	Estimated cost (RS.)	Earnest Money (RS.)	Cost of Blank Tender form (RS.)	Class of Contractor	Period of Completion
1	2	3	4	5	6	7
8	Construction of Samaji ksbhagruha at Village Hipparga Kopdev, Tq. Ahmedpur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,92,022/-	10,000/-	5,00/-	Class-vii and above	3 Months
9	Construction of Samajik sabhagruha at Village Nandura, Tq. Ahmedpur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,97,649/-	10,000/-	5,00/-	Class-vii and above	3 Months
10	Construction of Samajik sabhagruha at Village Dhalegaon, Tq. Ahmedpur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,99,912/-	10,000/-	5,00/-	Class-vii and above	3 Months
11	Construction of Rest Room cum change Room with Toilet facility at Police Staton (urban) udgir,jalkot and wahona dist. Latur	42,82,511/-	43,000/-	1,000/-	Class-v and above	6Months
12	Construction of Cement concrete roads in village Devengra, Tq. Chakur dist. Latur (Under Fundamental needs Programme 2016-17)	9,85,901/-	10,000/-	5,00/-	Class-vii and above	3Months
13	Construction of Cement concrete roads in village Shivankhed(Bk), Tq. Chakur dist. Latur (Under Fundamental needs Programme 2016-17)	9,99,934/-	10,000/-	5,00/-	Class-vii and above	3 Months
14	Construction of Cement concrete roads in village Gharni, Tq. Chakur dist. Latur (Under Fundamental needs Programme 2016-17)	9,97,977/-	10,000/-	5,00/-	Class-vii and above	3 Months
15	Construction of Cement concrete roads in village Nalegaon (DnyanobaYenge house to Birajdar House), Tq. Chakur dist. Latur (Under Fundamental needs Programme 2016-17)	9,98,254/-	10,000/-	5,00/-	Class-vii and above	3 Months

Sr. No.	Name of work	Estimated cost (RS.)	Earnest Money (RS.)	Cost of Blank Tender form (RS.)	Class of Contractor	Period of Completion
1	2	3	4	5	6	7
16	Construction of Cement concrete roads in village Zari(Bk), Tq. Chakur dist. Latur (Under Fundamental needs Programme 2016-17)	9,96,638/-	10,000/-	5,00/-	Class-vii and above	3 Months
17	Construction of Cement concrete roads in village Gharola, Tq. Chakur dist. Latur (Under Fundamental needs Programme 2016-17)	9,88,685/-	10,000/-	5,00/-	Class-vii and above	3 Months
18	Construction of Cement concrete roads in village walsangi, Tq. Ahmedupur dist. Latur (Under Fundamental needs Programme 2016-17)	9,98,882/-	10,000/-	5,00/-	Class-vii and above	3 Months
19	Construction of Cement concrete road from Vitthal Rukmini Sabhagruha to Masjid at village KalegaonTq. Ahmedupur dist. Latur (Under Fundamental needs Programme 2016-17)	9,98,133/-	10,000/-	5,00/-	Class-vii and above	3 Months
20	Construction of Cement concrete roads in village Kumtha (bu), Tq. Ahmedupur dist. Latur (Under Fundamental needs Programme 2016-17)	9,99,948/-	10,000/-	5,00/-	Class-vii and above	3 Months
21	Improvements to Dhanora Satala Mahalingi Janwal road MDR-17 km. 18/500 to 21/500 Tq. Chakur dist. Latur	45,77,789/-	46,000/-	1,000/-	Class-v and above	6 Months
22	Construction of Samajik sabhagruha at Shivani(m) , Tq.Chakur Dist. Latur (Under Fundamental needs Programme 2016-17)	9,95,279/-	10,000	500/-	Class-vii and above	3 Months

Executive Engineer
Public Works Division No-2 Latur

GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT
ORIGINAL AGREEMENT No. B-1

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

- 1) Name of Contractor :-
- 2) Date of Receipt of Tender :-
- 3) No. & date of Work Order :-
- 4) Amount put to Tender :- **Rs. 9,95,279.00**
- 5) Percentage quoted :-
- 6) Amount of Contract :-
- 7) Date of commencement :-
- 8) Time stipulated for completion of work :- **03 (Three) Calendar Months** including the monsoon period.
- 9) Date of Completion as per Agreement :-
- 10) Actual Date of Completion :-
- 11) Reference to Sanction of Extension of time.
 - 1)
 - 2)
 - 3)

Certified that, this original Agreement Contains

Pages 1 to

Fly Leaves Nos.

Drawings Nos.

Contractor

No. of Corrections

Executive Engineer

DETAILS OF WORK

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

Estimated Cost put to tender :- **Rs. 9,95,279.00**

Earnest Money :- **Rs. 10,000.00**

(Rupees in words :- **Ten thousand Only.**)

The Earnest Money Deposit applicable amount shall be paid via Online mode only. Total Security Deposit **4 % (Four percent) Rs.40,000.00** (50% in cash at the time of Agreement and 50% from R. A. Bills). Time stipulated for completion is **03 (Three) Calendar Months**, which will include the Monsoon period.

To be filled by the Contractor

I/We have quoted My/Our offer in percentage rate in words as well as in figures at appropriate place while quoting rate through E-tendering. I/We further undertake to enter into Contract in regular '**B-1**' **Form** in Public Works Department.

Name & Signature of the Contractor/
Power of Attorney Holder with complete address

Contractor

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E-TENDER TIME SCHEDULE

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

Estimated Cost put to tender :- **Rs. 9,95,279.00**

Earnest Money :- **Rs. 10,000.00**

Period of completion of work :- **03 (Three) Calendar Months including monsoon.**

Class of Contractor :- **Class VII and above**

Cost of Blank Tender Form :- **Rs. 500.00**

Sr. No	PWD Stage	Vendor Stage	Start		Expiry	
			Date	Time	Date	Time
1	2	3	4	5	6	7
1	Tender Release	-	02.01.2017	10.00	05.01.2017	17:30
2	-	Tender Download	05.01.2017	17:31	20.01.2017	17:30
3	-	Bid Preparation	05.01.2017	17:31	23.01.2017	23:00
4	Superhash and Bid Lock.	-	23.01.2017	23.01	25.01.2017	23:00
5	-	Control Transfer of Bid	25.01.2017	23.01	27.01.2017	23:00
6	Receipt of Online EMD. Stamp paper of Rs.100/- bond Affidavit (Original) in prescribed format given in Annexure - I sworn before Executive Magistrate / Notary and Tender Document fees, to be paid Online only via Payment Gateway mode / Distance certificate (if required.)		<u>Document Tender Fee and EMD to be paid via Online mode Only.</u>			
7	Envelope No. 1 Opening	-	27.01.2017	23:01	30.01.2017	17:30
8	Envelope No. 2 Opening	-	27.01.2017	23:01	01.02.2017	17:30

Note :- Above Schedule is subjective and to be verified by the Tenderer himself on web site. Tender Schedule Flashed on Web-Site (System Generated Schedule) is final and binding to all Tenderers.

Contractor

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

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

Online percentage rate tenders in 'B-1' Form are invited by the **Executive Engineer, Public Works Division No.2, Latur** for the following work from Contractors registered in appropriate class of Public Works Department in Maharashtra State. The Name of Work, Estimated Cost, Earnest money, Security deposit, time limit for completion etc. are as under:

Sr. No.	Name of Work	Estimated cost in Rupees	Earnest Money in Rupees	Security Deposit in Rupees	Class of Contractor	Time limit in months
01	Construction of Samajik Sabhagruha at Shivani (M), Tq.Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).	9,95,279/-	10,000/-	40,000/-	Class-VII and above	03 (Three) Calendar Months including monsoon

Tender form, conditions of contract, specifications and contract drawings can be **downloaded** from the e-tendering portal of Public Works Department, Government of Maharashtra i.e. <http://pwd.maharashtra.etenders.in> after entering the details of payment of **Rs.500/- (Rupees Five hundred Only)**. Payment 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 Earnest Money Deposit applicable amount shall be paid via online with payment gateway mode only, Affidavit on Rs.100/- stamp paper in prescribed form given in Annexure-I, sworn before Executive Magistrate / Notary should be submitted through online only.

Performance Security Deposit (if required), in form of Demand Draft drawn in favour of **Executive Engineer, Public Works Division No.2, Latur**

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to be scanned and submitted in Envelope No.2 and to be physically submitted in sealed envelope [with full name and address of the tenderer and tender notice No._____ (i.e. E-Tender No._____) and the name of work written at the top of Envelope] addressed to the **Executive Engineer, Public Works Division No.2, Latur** within 5(Five) working days, from the last date of submission (i.e. from the date of control transfer of bid) of the tender and will be in-cashed before issuing of work order. 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. However non submission of Performance Security Deposit (if required) physically before due date and time shall disqualify the tenderer.

1. TENDERING PROCEDURE: -

1.1 BLANK TENDER FORMS :-

Tender Forms can be **Purchased** from the e-Tendering Portal of Public Works Department, Government of Maharashtra i.e. <http://pwd.maharashtra.etenders.in> after paying tender fees via online mode as per the **Tender Schedule**.

1.2 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/DigitalCerti.asp> and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

1.3 The Tenderers have to make a payment of **Rs.608/- (Rupees Six hundred eight Only.)** online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

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

Landline No. - **020 - 30187500**

Mobile No. - **91679 69601 / 04 / 14**

1.5 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**'

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

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.

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,

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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.

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 Public Works Department, Government of Maharashtra, the Contractors will have to pay Service Providers Fees of **Rs.608/- (Rupees Six hundred eight Only)** 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.

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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 Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents online by filling up details of Demand Draft towards 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 uses NEFT or RTGS then system will generate a challan (in two copies) with unique challan number 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 non participation 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 depend on the amount of EMD.*
- * *Help file regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.*

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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.
- 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).

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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. 608/-** 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 e-mail.

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 P.W.D e-Tendering Portal immediately after the completion of opening process.

9. Tender Schedule (Key Dates):

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 :-

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

2. Privacy Policy

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

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

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

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or

- c) to protect or defend Merchant's legal rights or property, the Merchant's ; site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

3. General Terms and Conditions For E-Payment :-

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

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

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

4. 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.

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5. Miscellaneous Conditions :-

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons,
 - ii. Keep his/ her User ID & Password strictly confidential,
 - iii. Be responsible for any transactions made by User under such User ID and Password.
 - iv. The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to

ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe.

6. 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
 - 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.

7. Personal Information :-

1. 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.
2. 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.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have

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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.

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

8. 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.

9. Joint venture is not allowed.

2.0 Manner of Submission of Tender and its Accompaniments :

2.1 ONLINE ENVELOPE NO. 1 : (TECHNICAL BID)

The first Online envelope “**Envelope No.1**” shall contain the following documents :-

- I. Scanned from original / attested copy** of Receipt of Online payment of Earnest Money Deposit. Earnest Money Deposit exemption certificate will not be accepted as per Govt. resolution CAT-06/2014/Pra-Kra-242/ Bldg-2, Mantralaya Mumbai, dated 24/02/2016.
- II. Scanned from original / attested copy** of valid original certificate as registered contractor with Public Works Department, Government of Maharashtra in appropriate class as per NIT.
- III. Scanned from original / attested copy** of Details of other works tendered for and in hand with the value of work unfinished on the last date of submission of tender (In the proforma of **Statement No. I** on **Page No. 30** the certificate from the Head of the Offices under whom the works are in progress should be enclosed.
- IV. Scanned from original / attested copy** of the List of owned Machinery immediately available with the tenderer for use on this work and list of

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machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed (In the proforma of **Statement No. II** on **Page No. 31.**).

- V. Scanned from original / attested copy** of Details of one work of similar type and magnitude carried out by the contractor during last three years i.e. **2013-2014, 2014-2015, 2015-2016** (In the proforma of **Statement No. III, Page No.32.**).
- VI. Scanned from original / attested copy** of Details of Technical personnel on the rolls of the tenderers (In the proforma of **Statement No. IV** on **Page No. 33.**).
- VII. Scanned from original / attested copy** of partnership deed and Power or Attorney, in case of a Firm, tendering for work.
- VIII. Scanned from original / attested copy** of Valid Professional Tax Registration Certificate in the form of PTR and PTE under section (1) of section 5 of Maharashtra State Tax on Profession, Trade callings and Employment Act 1975, Rule 3 (2) for employees including technical personnel from the Professional Tax office of the concerned District of Maharashtra with its latest valid clearance certificate upto 31.03.2016. “No Dues Clearance Certificate” from competent authority should be submitted.
- IX. Scanned from original / attested copy** of Valid registration certificate under Maharashtra Value Added Tax Act 2005 under Rule No. 8 & 9 / or TIN number issued by competent authority. This certificate should be valid on the date of tender opening.
- X. Scanned from original / attested copy** of Power of Attorney if applicable.
- XI. Use of Specialised Machinery :**

For carrying out the work, use of specialized machinery such as **Concrete Mixer, Centering materials, etc.** is obligatory, with a view to ascertain, whether these machinery is in possession of the contractor and whether he can make available such machinery immediately for use on the work. It is necessary for the contractor to submit the details of such machinery in Envelope No.1 in the format given on **Page No.31 (Statement No.II)** of NIT. In case, during physical verification of the details supplied by the bidder if it is found that the machinery is not meeting with the requirement, his tender in Envelope No.2 will not be

considered for opening. The proforma of the statement shall not be altered by contractor in any manner/case.

Note : *If any wooden ballies or wooden centering is found as used whole concrete work will be rejected*

XII. Scanned from original / attested copy of affidavit in respect of genuineness of documents contained in the Envelope No.1 in the prescribed format given on Page No.34.

- **All Scanned** documents submitted in connection with the tender should be scanned from the Original / Attested copy by a gazetted officer of P.W.D. only. Otherwise his / their tender will not be considered for further action and Envelope No. 2 will not be opened.
- Numbering should be done for all papers contained in Envelope No.1 and indexed.

Note :-

1. *Even though the bidder meet the above requirement criteria, they are subject to be disqualified if they have made -*
 - misleading or false representation in the forms, statements and attachment submitted in proof of the qualification, requirement; and / or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion litigation history or financial failure etc.

2.2 ENVELOPE No. 2 : TENDER :- (FINANCIAL BID)

Refer to Section Schedule of Online tendering Procedure at Sr. No.1.6.

Contractor 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 via electronic media from Chief Engineer / Superintending Engineer after Pre-Tender Conference. His tender shall be unconditional.

2.3 SUBMISSION OF TENDER :

Refer to Section '**Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department**' for details.

2.4 OPENING OF TENDERS :

On the date specified in the Tender Schedule, following procedure will be adopted for opening of the tender :-

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2.4.1 ENVELOPE No.1 : (Technical Bid)

First of all **Envelope No. 1 (Technical Bid)** 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 tenderer's **Envelope No.2 (Financial Bid)** will not be considered for further action, but the same will be recorded. The decision of the Tender opening authority in this regard will be final and binding on the contractor.

2.4.2 ENVELOPE NO.2 : (FINANCIAL BID)

This Envelope shall be open **online** immediately after opening of Envelope No.1 only if contents of Envelope No. 1 are found to be acceptable to the Department and / or fulfill the Qualifying Criteria. The tendered rates, Percentage above or below the estimated rates quoted shall be sealed and intimated to contractor through e-mail.

3. EARNEST MONEY AND SECURITY DEPOSIT :-

3.1 Earnest Money of minimum as stated in Notice Inviting Tender shall be paid Online using NEFT / RTGS or Payment gateway mode.

After tender opening, the E.M.D. of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

3.2 Earnest Money Deposit exemption certificate will not be accepted as per Govt. resolution CAT-06/2014/Pra-Kra-242/ Bldg-2, Mantralaya Mumbai, dated 24/02/2016.

3.3 Earnest money in any other form or cash or cheque will not be accepted.

3.4 The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in Form B-1.

3.5 The amount of earnest money will be forfeited, in case a successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Executive Engineer, and complete the contract documents. In all other cases, earnest money will be refundable.

4. SECURITY DEPOSIT

The total Security Deposit to be paid shall be **4 % (Four percent)** of amount put to tender.

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The successful tenderer shall have to pay, half of the Security Deposit preferably in the form of National Saving Certificate or in the form of **Bank Guarantee** (in the form as prescribed by Govt.) from any Scheduled Bank in favour of **Executive Engineer, Public Works Division No.2, Latur** within 10 days of acceptance of tender, and the balance security deposit will be recovered from running account bills at the percentage as shown in item (d) of the memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

The Security deposit for the due performance of the contract shall be as detailed in the tender documents elsewhere. Fifty percent of the Security deposit will have to deposited within ten days of the acceptance of the tender and the remaining fifty percent will be recovered from the running bills as the rate as specified in the tender form on the cost of work as per CSR prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be **4 % (Four Percent)** of the cost of work worked out as per **D.S.R. 2015-2016** of respective District.

Initial Security Deposit may be in Bank Guarantee form in format on Page No. **101 to 106** of Tender document for full period of completion of work and it should be extendable upto expiry of valid extension if any, as directed by Engineer-in-charge.

5. Condition for Payment of Additional (Performance) Security Deposit if the offer is lower than the estimated amount put to tender :-

Contractor shall have to submit the colour scanned copy of DD in Envelope No.2, amounting to rupees as given below, drawn from Nationalized or Schedule Bank in favour of the **Executive Engineer, Public Works Division No.2, Latur**, payable at **Latur**. The validity of Demand Draft shall be for 3 months form the last date of submission of tender.

The MICR and IFSC code of the issuing bank shall be printed on the DD. Non submission of the scanned copy of DD as stated above (in case of contractor's offer is below than estimated amount put to tender) contractor offer shall not be considered and shall be rejected.

Details of amount of Performance Security shall as below :-

1. There is no need to pay performance security deposit, if tenderers offer is upto 1 % (One percent) below the estimated cost put to tender.

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2. For bids, if the contractor's offer is upto 10 % below the amount put to tender then performance security shall be 1 % of the estimated amount put to tender.
(For example 1 to 10 % less rate = 1 % amount)
 3. For bids, if the contractors offer is more than 10 % below the amount put to tender, then performance security shall be 1 % plus the percentage by which tender offer is more than 10 % below of amount put to tender.
(Eg. If the quoted rate is 14 % below, then the performance security deposit shall be (14% - 10%) + 1 % = 5 % i.e. total 5 % of the estimated cost put to tender. (As per GR No.BDG 2016/Case No.2/Bldg.-2 dated 12.02.2016.)
 4. The original demand draft shall be submitted in sealed envelope [with full name and address of the tenderer and tender notice No._____ (i.e. E-Tender No._____) and the name of work written at the top of Envelope] addressed to the **Executive Engineer, Public Works Division No.2, Latur** within 5 (Five) working days, from the last date of submission (i.e. from the date of control transfer of bid) of the tender.
 5. In case of submission of false documents / Demand Draft, action shall be taken against the contractor as stipulated in above mentioned GR.
 6. Performance Security Deposit submitted by lower bidder shall be refundable within three months after satisfactorily completion of work.
- 6.** In the event of failure of the tenderer to pay cash security deposit within 10 days (unless extended in writing by the Executive Engineer,) from the date of receipt of notice (sent by Registered Post) of acceptance of his tender, the amount of earnest money shall be forfeited to Government and the acceptance of his tender, shall be considered withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within 120 days of the date of opening of **Envelope No.2 (Financial Bid)**. The tenderer shall have the option (to be intimated in writing in good time before the expiry of 120 days period) of withdrawing his tender, in which case the earnest money should be refunded in full. All the tenders shall remain open for acceptance for 120 days from the date fixed for opening of envelope No.2. (Financial Bid) and thereafter until it is withdrawn by the tenderer by notice in writing as per condition No.2 of the Memorandum on **Page No. 42 to 44.**

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7. Earnest money of the unsuccessful Tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.
8. The acceptance of the tender may be intimated to the contractor telegraphically or otherwise and either by the officer competent to accept the tender or any authority in the department including Government and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender.
9. In case there is difference between amount written in figures and words, the **Lower offer** will be taken as **Final**.

10. INCOME TAX :-

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

11. VAT TAX :-

Value Added Tax @ 2.00 % of the contract amount will be recovered from the bill of the contractors who are registered under Maharashtra Value Added Tax Act 2005 and 5 % of the contract amount will be recovered from the contractors bill amount who are not registered under Maharashtra Value Added Tax Act 2005.

12. INSURANCE :-

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

13. ROYALTY CHARGES :

As per instructions issued vide P.W.D. Government of Maharashtra Resolution of Revenue and Forest Department No.Gaukhani-10/1012/CR-603/Kh dated 11/5/2015 while framing the estimates, royalty charges for the items of supply of materials like rubble, metal, crushed metal, soft murum / hard murum, sand and soil shall be considered in the rate analysis of respective items @ 141.34 per Cubic Metre (Rs. 400.00 per brass) or actual and shall be recovered.

The contractor has to pay these charges directly to Revenue Department and original challans, permission documents shall be

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produced to concerned Executive Engineer, If contractor fails to produce these original documents the royalty charges shall be recovered from contractor's bill.

14. BUILDING & OTHER CONSTRUCTION WORKERS WELFARE CESS :

Building and other construction works on @ 1% or at the rate amended from time to time as intimated by the competent authority of building and other construction workers Welfare Dept. 1996 will be deducted from bill amount whether measured bill, advance payment or secured advance.

15. The tender shall be unconditional, conditional tender shall be summarily rejected.

16. EXAMINATION OF DRAWING AND SITE CONDITIONS :

The tenderers shall in his own interest carefully examine the drawings, conditions of contract and specifications etc. He shall also inspect the site and acquaint himself about the climate, physical and all weather conditions prevailing at site, the nature magnitude, special features, practicability of the works. All existing and required means of communications and access to site, availability of housing and other facilities, the availability of labour and materials, labour camp site, stores, godown etc. He shall obtain all necessary information as to the risk, contingencies and other circumstances which may affect and influence the tender. No claims on any of the above or any other factors will be entertained by the Government should there be any discrepancy or doubt or obscurity to be observed by him, he shall set forth in writing such discrepancies, doubts, obscurity and submit the same to the **Executive Engineer, Public Works Division No.2, Latur** for elucidation as soon as possible.

17. TIME LIMIT :

The work is to be completed within time limit as specified in the N.I.T which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.

18. TENDER RATE :

No alteration in the form of tender and the schedule of tender and no addition in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.

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19. TENDER UNITS :

The tenderers should particularly note that 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 the rates written in figures and in words the correct rate will be one, which is lower of the two.

20. TENDER ACCEPTANCE :

Acceptance of tender will rest with the **Executive Engineer, Public Works Division No.2, Latur** who reserve the right to reject any or all tenders without assigning any reasons therefore. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 10 days of being notified to do so. In case failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

21. CONDITIONAL TENDER :-

The tenders who do not fulfil 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.

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.

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.

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

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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

22. POWER OF ATTORNEY :

If the tenderers are a firm or company, they should in their forwarding letter mentioning the names of all the partners together with the name of person who holds the power of attorney authorising him to conduct all transactions on behalf of the body, along with the tender and scanned copy in Envelope No.1.

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

24. No foreign exchange will be released by the Department for the purchase of plant and machinery for the work by the contractor.

25. Any dues arising out of contract will be recovered from the contractor as arrears of land revenue if not paid amicable, moreover, recovery of Government dues from the contractors will be effected from the payment due to the contractor from any other Government works under execution with them.

26. VALIDITY PERIOD :

The offer shall remain open for acceptance for minimum period of 120 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 acknowledge due. (refer to memorandum on **Page No. 46 to 49** of B-1 form chapter).

27. The contractor will have to sign the hard copy of the tender papers and the drawings according to which the work is to be carried out. The contractor shall also have to give a declaration to the effect that, he has fully studied the plans, specifications, local conditions and availability of labour and materials and that he has quoted his rates with the consideration to all these factors.

28. The right is reserved to revise or amend the contract documents prior to the due notified for the receipt of tenders or extended date. Such deviations, amendments or extensions, if any, shall be communicated in

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the form of corrigendum by letter or / and by notice in News Papers as may be considered suitable.

29. The Tenderers, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summarily rejection.

30. Right to reject any or all tenders without assigning reason therefor is reserved. The acceptance of the tender lies with the **Executive Engineer, Public Works Division No.2, Latur.**

31. The E-Tender Notice shall form part of the tender agreement.

32. Instruction to Contractor :

32.1 In case the tenderer whose offer is found lowest is requested to negotiate and reduce the offer, if the contractor does not respond within a period of 10 days the tender accepting authority without issuing any reminder reserves the right to reject such tender.

32.2 In case the contractor who is informed of acceptance of his tender, does not remit the initial Security Deposit within a period of 10 days, the tender accepting authority reserves the right to forfeit the Earnest Money Deposit without issuing any reminder to take further action according to the tender provision.

32.3 As per Government instruction it is proposed to make payment of Contractors bills through ECS / NEFT System. For this purpose Contractor should open his Bank account in a bank having core banking facility only.

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

STATEMENT - I
STATEMENT OF LIST OF WORKS IN HAND AND WORKS TENDERED FOR
AS ON LAST DATE OF SUBMISSION OF THIS TENDER.

Name of Contractor : _____

(i) WORKS IN HAND

Sr. No.	Name of work	Agreement No.	Tendered Amount	Date of commencement	Stipulated date of completion	Value of work already done	Value of Balance work to be executed in next 03 (Three) months	Probable date of completion.	Remarks
1	2	3	4	5	6	7	8	9	10
SAMPLE FORM									

(ii) WORKS TENDERED FOR

Sr. No.	Name of work	Name and Address of Client.	Tendered Amount	Time limit	Probable date when decision is expected	Other relevant details, if any.
1	2	3	4	5	6	7
SAMPLE FORM						

- Note : 1)** *This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be Scanned and Enclosed in Envelope No.1 duly signed.*
- 2)** *The documentary proof of work in hand, works tendered for should be submitted with this statement duly attested by Gazetted Officer.*
- 3)** *The information submitted in above format is to be supported by certificates of Executive Engineer, without these certificates statement will be disqualified. All certificates of Executive Engineer are to be enclosed in Envelope No.1.*

Signature of Contractor

Contractor

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STATEMENT - II

STATEMENT SHOWING THE DETAILS OF OWN MACHINERY IMMEDIATELY AVAILABLE WITH TENDERER FOR THIS WORK.

Name of Contractor : _____

Sr. No	Name of equipment	No. of Units	Kind and make	Capacity	Age and condition	Present Location	Remarks
1	2	3	4	5	6	7	8
SAMPLE FORM							

Note :- Contractor should possess with him the following machinery, owned/Hired.

01.	Concrete Mixer	1 Number (Owned/Hired)					
02.	Concrete Vibrator (Pin needle)	1 Number (Owned/Hired)					
03.	Centering plates with props (recommended make : Accro Blue Bird Centering with Props or any other standard make)	100.00 Square metre (Owned/Hired)					
04.	Water Tanker - 5000 Liters Capacity	1 Number (Owned/Hired)					
05.	Truck / Tipper	1 Number (Owned/Hired)					

Note : 1) *This is only a standard form Details are to be furnished in this format in the form of type written statements which shall be Scanned and Enclosed in Envelope No.1 duly signed.*

2) *The documentary proof of ownership should be submitted and scanned from original copy or duly attested by Gazetted Officer of P.W.D. only.*

Signature of Contractor

Contractor

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STATEMENT - III

**STATEMENT SHOWING THE DETAILS OF SIMILAR TYPE AND
MAGNITUDE CARRIED OUT BY THE CONTRACTOR
DURING LAST THREE YEARS.
(i.e. 2013-2014, 2014-2015, 2015-2016)**

Name of Contractor : _____

Sr. No.	Name of work	Name and address of the organization for whom the work was done	Place and country	Agreement No. and Date	Date of commencement	Tendered cost	Total Cost of work done	Actual date of completion	Remarks (Principal features in brief.)
1	2	3	4	5	6	7	8	9	10
SAMPLE FORM									

- Note :**
- 1) This is only a standard form; details are to be furnished in this format in the form of type written statements which shall be enclosed in Envelope No.1 duly signed. The documentary proof of similar type and magnitude should be submitted with statement.*
 - 2) The information submitted in above format is to be supported by certificates of Executive Engineer, without these certificates statement will be disqualified. All certificates of Executive Engineer are to be enclosed in Envelope No.1.*

Signature of Contractor

Contractor

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STATEMENT - IV

STATEMENT SHOWING THE DETAILS OF TECHNICAL PERSONNEL AVAILABLE WITH CONTRACTOR WHICH CAN BE SPARED EXCLUSIVELY FOR THIS WORK

Name of Contractor : _____

Sr. No	Name of Person	Designation	Qualification	Whether working in field or in office.	Professional Experience of execution of similar works	Period for which the person is working with the tenderer.	Remarks
1	2	3	4	5	6	7	8
SAMPLE FORM							

Note : 1) *This is only a standard form. Details are to be furnished in this format in the form of type written statements, which shall be enclosed in envelope No.1 duly signed. The documentary proof of his Technical persons should be submitted with this statement.*

Signature of Contractor.

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Annexure - I

(On Stamp Paper worth Rupees 100/-)

सत्यप्रतिज्ञा लेख (Affidavit)

मी _____ वयवर्ष

राहणार _____

या सत्यप्रतिज्ञा लेखाब्दारे लिहून देतो की मी _____

_____ या कंपनीचा/फर्मचा प्रोप्रायटर / भागीदार असून

_____ या कामासाठी निविदा सादर केली आहे. ह्या निविदेच्या Envelope No.1 मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पूर्ण आहेत. ह्यामध्ये कोणत्याही त्रुटी, चुका नाहीत असे शपथपूर्वक मान्य करीत आहे. ह्या कागदपत्रांमध्ये काही चुकीची दिशाभूल करणारी, खोटी तसेच अपूर्ण माहिती आढळल्यास मी कायदेशीर कार्यवाहीस पात्र आहे व राहीन.

कंत्राटदाराची सही

Contractor

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Executive Engineer

WORK AND SITE CONDITION

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

01. General Description of works :-

The work is to construct Sabhamandap at Shivani, Tq. Chakur, District Latur.

Contractor will have to take care to provide maximum convenience to public during construction period.

All communication facilities are available near site. Building materials and labour is also available within reasonable lead.

- a. R.C.C. Framed structures with sizes of Columns considered as per Ground requirement. Plan and Architectural Elevation of Proposed construction.
- b. R.C.C. roof slab.
- c. External brick walls 23 centimetre thick in cement mortar 1 : 6 and internal partition walls 15 centimetre in cement mortar 1:4 proportion with sand faced plaster on external faces and 12 millimetre thick plaster with neeru finishing from internal side.
- d. Vitrified premium quality mirror or glossy finish decorative type.
- e. Water proof cement paint, oil-bound distemper.

Contractor

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Executive Engineer

FORM – B-1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORK

DEPARTMENT :- **Public Works Department**
CIRCLE :- **Public Works Circle, Osmanabad**
DIVISION :- **Public Works Division No.2, Latur**

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq.Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

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 **Online e-Tendering System** also pasted on a board hung up in the office of the Executive Engineer, and signed by the **Executive Engineer, Public Works Division No.2, Latur**. This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills, It will also state whether a refund of a quarry fees, royalties, 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, during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or 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.

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2. (i) The contractor shall pay along with the tender the sum of **Rs.10,000.00 (Rupees Ten thousand only)** as and by way of earnest money. Earnest Money shall be paid via Online using NEFT/RTGS or payment Gateway mode. The said amount of Earnest Money shall not carry any interest whatsoever.
- (ii) In the event of his tender being accepted, subject to the provisions of sub-clause(iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General conditions of contract.
- (iii) If, after submitting the tender, the contractor withdraws his offer, or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other 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.
3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in **Schedule 'B'** (Memorandum showing items of work to be carried out) or at appropriate place while quoting rate through E-Tendering he is willing to undertake the work. Only one rate or such percentage on all

the Estimated rates/Scheduled rates shall be named. Tenderers which propose any alteration in the works 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, will be liable to rejection. No printed forms of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works, they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

5. The **Executive Engineer, Public Works Division No.2, Latur** shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall refund the amount of earnest money deposited by the contractor Online.

In the event of tender being rejected, the **Executive Engineer** shall authorize the Treasury Officer / Bank concerned to refund the amount of the earnest money deposited, to the contractor making the tender, on his giving a receipt for the return of the money.

6. The competent officer has the right of rejecting all or any of the tenders without assigning any reason.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and 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

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request the said office to have this done before he completes and delivers this tender.

- 9.** All work shall be measured net by standard measure and according to the rules and customs adopted by the Public Works Department and without reference to any local custom.
- 10.** Under no circumstances shall any contractor be entitled to claim enhanced rates for any 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. (Copies to be attested by a Gazetted Officer)
- 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 Public Works Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is " the usual method in use in the Public Works Department " will be final.
- 14.** The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender. (with certificate from the head of the office concerned).
- 15.** Every tenderer shall furnish along with the tender, information regarding the Income tax circle or ward of the district in which he is assessed to income tax the reference to the number of the assessment year.
- 16.** 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.

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17. The contractor will have to construct shed for storing controlled and valuable materials brought by him at work site at contractor's cost. The material will be taken for use in the presence of the departmental person. No material will be allowed to be removed from the site of work.
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** on **Page No.31**.
19. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970 before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
20. The contractor shall comply with the provision of the Apprentices Act 1961. and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of 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.

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TENDER FOR WORKS

I/We hereby tender for the execution, for the Government of Maharashtra (herein before and hereinafter referred to as “**Government**”) of the work specified in the under written memorandum within the time specified in such memorandum at * the rate quoted by me at specified place provided on-line in Envelope No.2 (E-2) Percent below /above the estimated rates entered in **Schedule 'B'** (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule - I hereof and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by the Government, such materials and the rates to be paid for them shall be as provided in **Schedule 'A'** hereto.

* *In figures as well as in words*

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MEMORANDUM

1. General Description

Name of work :-

Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

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

(b) *Estimated Cost*

(b) Estimated Cost **Rs. 9,95,279.00**

(c) *The amount of earnest money to be deposited shall be in accordance with the provision of Para 206 & 207 of the M.P.W. manual*

(c) Earnest Money **Rs. 10,000.00**

(d) *This deposit shall be in accordance with para 213 & 214 of M.P.W. Manual*

(d) Security Deposit :-

i) Cash **Rs. 20,000.00**
(not less than the amount of earnest money)

ii) To be deducted **Rs. 20,000.00**
from current bills

Total Rs. 40,000.00

(e) *This percentage where no security deposit is taken will vary from 5 % to 10 % according to the requirement of the case where Security Deposit is taken. See Note to Clause 1 of Conditions of the Contract.*

(e) Percentage, if any to be deducted from bills so as to make up the total amount required as Security Deposit by the time, half the work, measured by the cost, is done :-

Four Percent

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

(f) Time allowed for the work from the date of written order to commence.

03 (Three) Calendar Months including Monsoon Season.

2. I / We agree that this offer shall remain open for acceptance for a minimum period of **120 days (One hundred twenty days)** from the date fixed for opening the "same" means Envelope No 2 and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by Registered Post A. D. or otherwise delivered at the office of such authority, Treasury Challan Number _____ and date _____ or term deposit receipt for a period of one year receipt No. _____ and date _____ in respect of sum of **Rs.10,000.00 (Rupees Ten thousand only.)** representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government should I / We fail to :
- (i) abide by the stipulation to keep the offer open for the period mentioned above or
- (ii) sign and complete the contract document as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of the annexed General Conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desired by me / us in writing, unless the same or any part thereof has been forfeited as aforesaid.
3. I / we have enclosed herewith scan copy of receipt of online payment of Earnest Money Deposit, should any occasion for forfeiture of earnest money for his work arise due to failure on my/our part to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the Security deposit as specified in item (d) of the Memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of the annexed General Conditions of contract the amount payable by me/us may at the option of the Engineer, be recovered out of the amount deposited in lumpsum for EMD as above and in the event of the deficiency out of any other moneys which are due or payable to me/us by the Government under any other contract or transaction of any nature whatsoever or otherwise.

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

Receipt No. _____ dated _____ from the Government Treasury or Sub Treasury at _____ in respect of the sum of Rs. _____ (Rupees in words _____) is herewith forwarded representing the earnest money (a) the full value of which is be absolutely forfeited to Government should, I / We not deposit the full amount of security deposit specified in the above memorandum, in accordance clause 1(A) of the said conditions, otherwise the said sum of Rs. _____ shall be refunded. *(Strike out (a) if no cash security deposit is to be taken.)*

Contractor

Address

(Signature of contractor)
before submission of tender.

.....
Date the day of 2016.

(Witness)

Address

(Signature of Witnessed)
to contractor's signature.

(Occupation):-

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

.....
.....
.....
Signature of the Officer
by whom accepted.

Executive Engineer,
Public Works Division No.2, Latur.
Date : Day of 2016.

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CONDITIONS OF CONTRACT

Clause 1 :-

Security Deposit

The person/persons whose tender may be accepted (Hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context. Include his, heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Executive Engineer/ Superintending Engineer or Chief Engineer concerned up to 30 days/ 60 days / 90 days if the Executive Engineer / Superintending Engineer/ Chief Engineer respectively. Thinks fit to do so the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such 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 Percent** of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of **Four Percent** by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All Compensation or other sums of money payable by the contractor to the Government under the terms of his contract may be deducted from or paid by the sale of 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

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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 raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into the interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security to be paid in a lumpsum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for the recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded alongwith the payment of the 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 alongwith the payment of the final bill. The amount of the security deposit retained by the Government shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, then, subject to provisions of clauses 17 and 20 hereof the amount of Security Deposit retained by Government shall be adjusted towards the excess cost incurred by the department on rectification work. The amount of Security deposit retained towards defect liability period in pursuant to Clause - 20 shall not be in the form of Bank Guarantee.

Clause 2

Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which

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the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with, with all due diligence and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole works shown by the tenderer for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

The Contractor should complete the work as per phase period given below :-

15 % of the work in	1/4 of the time
40 % of the work in	1/2 of the time
70 % of the work in	3/4 of the time

Full work will be completed in **03 (Three)** calendar months including Monsoon.

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

***Action when
whole of
Security
Deposit is
forfeited***

Clause 3 :-

In any case in which under this clause or any clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security deposit whether paid in one sum or deducted by installment or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Executive Engineer, on behalf of the Government of Maharashtra, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government :-

(a) To rescind the contract (for which rescission notice in writing to the contractor under the hand of 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 Government.

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

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the 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

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

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

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be entitled to take action under clause 3 (b) after giving the contractor 10 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Clause 5 :-

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

Power to take possession of or require removal of or sell contractors plant.

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 have been exercised the non-exercise thereof shall not constitute waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future 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 any tools and plant, materials and stores in or upon the work of the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plant, materials, or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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Clause 6 :-

***Extension
of time***

If the contractor shall desire an extension of the time for completion of Work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer may with prior approval of the Authority competent to accept the Tender if in his opinion, there are reasonable grounds for grant an extension, grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Clause 7 :-

***Final
Certificate***

On the Completion of the work the contractor shall be furnished with a certificate by the executive Engineer (Hereinafter called the Engineer-In-Charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors, windows, wall, 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 measurement have been taken by his subordinates until they received approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and 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

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such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Clause 8 :-

Payment of intermediate certificate to be regarded as advances.

No payment shall be made for any work estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works 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 than approved and passed by the Engineer-In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for works 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 reconstruction 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 certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment at reduced rates on account of item of work

Clause 9 :-

The rates for several items of work estimated to cost more than Rs. 1000/- agreed to within, shall be valid

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not accepted as completed to be at the discretion of the Engineer- In Charge

only when the item 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 completed the Engineer -in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Clause 10 :-

Bill to be submitted monthly

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

Clause 11 :-

Bill to be on the printed form.

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

Clause 12 :-

Stores supplied by Government

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the Public Works Department store or if it is required that the contractor shall use certain stores to be provided by the Engineer- in-charge.

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(such material and stores and the prices to be charged therefor 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 purpose of the contract only, and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit or the proceeds of sale thereof if the security deposit is held in Government Securities the same or a sufficient portion thereof shall in that case be sold for all purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Public Works Department store if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Work to be executed in accordance with specifications, Drawings, orders etc.

Clause 13 :-

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specification. The contractor shall also conform 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

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receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.300=00 per set of Contract Drawings and Rs.150=00 per working drawings except where otherwise specified.

Clause 14 :-

Alteration in specifications and designs not to in validate contracts..

The Engineer-in-charge shall have power to make any alteration 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 on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower.

Rates for works not entered in schedule of rates of the district...

If the additional or altered work for which no rate is entered in the schedule of Rates of Division is ordered to be carried out before the rates are agreed upon them. 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 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

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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 superintending Engineer of the Circle will be final.

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

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

Extension of time in consequence of addition or alterations.

Clause 15 :-

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

(1) If at any time after the execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which the government is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any danger or injure to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no

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claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days, prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract on receipt of such notice the Engineer shall proceed to complete the measurements and make such payments 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 requires the contractor to suspended the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on the account of his having, had to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the 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 Engineer under Sub clause (1) in that behalf.

(ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

or

(iii) Curtailment in the quantity of item 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 percent at the rates for the item specified in the tender is more than Rs.5000/-

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

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

Clause 15 (A) :-

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

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- (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 work as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

Clause 16 :-

Time limit for unforeseen claim

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

Clause 17 :-

Action and compensation payable in case of bad work.

If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with contract, it shall be lawful for the Engineer - in - charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other

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proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer- in-charge and cost, and in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1 % on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contract. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his description to accept the same at such reduced rates as he may fix therefor.

Works to be open to inspections

Clause 18 :-

All works under in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in- charge and his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly authorized in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Notice to be given before work is covered up...

Clause 19 :-

The contractor shall give not less than five days, notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurements

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and shall not cover up or place beyond the reach of measurements any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 20 :-

***Contractor
liable for
damage done
and for
imperfection***

If during the period of **60 (Sixty)** months for civil work, **84 (Eighty four)** months for water proofing treatment and **120 (One hundred twenty)** months for anti termite treatment work from the date of completion as certified by Engineer in charge pursuant to clause No.7 or contract or 63 (Sixty three) 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 and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefor in the said notice and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor.

The contractor shall forthwith on demand pay to the Government the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land

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revenue and on the event of the contractor failing or neglecting to pay the same in demand as aforesaid without prejudice to any other rights and remedies of the Government, the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of the Security Deposit retained by Government.

Clause 21 :-

Contractor to supply plant ladders scaffolding etc.

The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with contract, be supplied from the Public Works Department stores) plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works which may required 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 therefor 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 which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceed of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every

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suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by any such person.

Clause 21 A :-

The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections therewith :-

- (a)** Suitable scaffolds be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b)** A scaffold shall not be constructed, taken down or substantially altered except :-
 - i) Under the Supervision of a competent and responsible person; and
 - ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c)** All scaffolds and appliances connected therewith and all ladders shall :-
 - i) be of sound material.
 - ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - iii) be maintained in proper condition.
- (d)** Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e)** Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.
- (f)** Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.
- (g)** Scaffold shall be periodically inspected by a competent person.

- (h)** Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- (i)** Working platform, gangways stairways shall :-

 - i) be so constructed that no part thereof can sag unduly or unequally.
 - ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, **and**
 - iii) be kept free from any unnecessary obstruction.
- (j)** In the case of working platform, gangways, working places and stairways at height exceeding 3 metres (to be specified)

 - i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - ii) every working platform and gangway shall have adequate width and
 - iii) every working platform, gangway, working place and stairway shall be suitably fenced.
- (k)** Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.
- (l)** When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken to prevent the fall of persons or materials.
- (m)** Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working place.
- (n)** Safe means of access shall be provided to all working platform and other working places.
- (o)** The contractor(s) will have to make payments to Labourers as per Minimum Wages Act.

Clause 21 B :-

The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :-

- (a) Hoisting machine and tackle, including their attachments, anchorages and support shall :-
- i) be of good mechanical construction, sound material & adequate strength & free from patent defect
- and**
- ii) be kept in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machine and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Government.
- (d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 21 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
- (h) Every Hoisting machine and all gear referred to in the proceeding regulation shall be plainly marked with the safe working load.

- (i) In the case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation (h) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous part or hoisting appliances shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Clause 22 :-

Measure for prevention of fire

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass etc. by fire; the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause 23 :-

Liability of contractor for any damage done in or out side area.

Compensation for all damages done, intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in Clause 22 shall be 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

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

Clause 24 :-

Employment of female labour.

The employment of female labourers on works in the neighbourhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labourers from nearest employment exchange.

Clause 25 :-

Work on Sunday

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

Clause 26 :-

Work not to be sublet, Contract may be rescind and Security deposited forfeited for subletting it without approval or for bribing a Public Officer or if Contractor becomes insolvent

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, to become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any compensation with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person 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 ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be Paid for any work therefor actually performed under the contract.

Clause 27 :-

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

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.

Clause 28 :-

Changes in the constitution of firm to be Notified

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

Clause 29 :-

Direction and the control of the Superintending Engineer

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.

Clause 30 (1) :-

Direction and control of Superintending Engineer.

Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code, rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to

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any other question, claim, right matter, or thing whatsoever, if any way arising out of, or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders, or other conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Clause 30 (2) :- The contractor may within 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.10.00 Lakhs (Rupees Ten Lakhs).
- (b) Amount of claim is not less than Rs. 1.00 Lakh (Rupees One Lakh).

Clause 30 (3) :- If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Public Works Department, who if convenience that prima facie the contractor's claim rejected by Superintending Engineer / Chief Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decisions.

Clause 31 :-

Stores of European or American manufacture to be obtained from Govt.

The contractor shall obtain from the Public Works Department Stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The

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value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule, in Form A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 32 :- .

Lumpsums in estimates

When the estimate on which a tender is made includes lumpsum 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 work in question is not in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lumpsum 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 provision of this clause.

Clause 33 :-

Action where no specifications

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

Definition of work

Clause 34 :-

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

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**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.

Clause 36 :-

**Quarry fees
and royalties.**

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

Clause 37 :-

**Compensation
under the
workmen's
compensation
act.**

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

Clause 37 B :-

The contractor shall provide all necessary personnel safety equipment and first aid apparatus

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available for the use of the persons employed on the site, and shall maintain the same condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

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

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

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

Clause 37 C :-

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

Clause 38 - (1) :-

Claim for quantity of work entered in the tender or estimate

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

(2) The contractor shall if ordered in writing by the Engineer, so to do also carry out any quantities in excess of the limit mentioned in sub clause (1) hereof on the

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same conditions as and in accordance with specifications in the tender and at the rates (i) derived from the rates entered in the Current Schedule of Rates and in the absence of such rates, (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender, based upon the schedule of rates applicable to the year in which the tenders were invited. (For the purpose of operation of this clause, this cost shall be taken as **Rs.9,95,279.00.**)

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

***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 of works on account of any delay in according sanction to 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 in mud, subsoil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

***Entering upon
the commencing
any portion of
work***

Clause 42 :-

The Contractor shall not enter upon or commence any portion of work except with the written authority and

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instructions of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements or payment of work.

Clause 43 :-

***Minimum age of
Persons
employee, the
employment of
donkeys and /
or other
animals and
payment of fair
wages***

(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 Government for any delay caused in the completion of the work by such removal.

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

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

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

Clause 44 :-

***Method of
Payment***

Payment to contractor 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.

***Acceptance of
conditions
compulsory
before tendering
the work***

Clause 45 :-

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

Clause 46 :-

***Employment of
Scarcity
labours.***

If Government declares state of scarcity or famine to exist in any village situated within 16 kms. of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such 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.

Clause 47 :-

The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or price permissible under Hoarding and Profiteering Ordinance, 1943 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform to the controlled price on the permissible under

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the Hoarding and Profiteering Preservation Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 47 (A)

"The tender rates are inclusive of all taxes, rates and cesses and are also inclusive of the taxes leviable in respect of works sale by transfer of property in goods involved in the execution of a work contract under the provision of rule 58 of Maharashtra Value Added Tax Act, 2005 for the purpose of levy of tax.

Clause 48 :-

The rates to be quoted by the contractor must be inclusive of all taxes. No extra payment on this account will be made to the contractor.

Clause 49 :-

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

Clause 49 (A) -

Contractor should note that the recovery at panel rate twice the issue rates will be effected, if the contractor does not return surplus material. VAT tax and General tax will be recovered from them.

Clause 50 :-

The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons followed under Maharashtra Government Employment and self-employment Department Scheme. Provided, however, that if the required unskilled labours from that district 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 the requirement of unskilled labour from out side the above scheme.

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

Clause 51 :-

(1) The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contractor is located. The contractor shall comply with the provisions of the apprentices Act -1961 and the rules and orders issued from time to time if he fails to do so his failures will a breach of the contract and the Superintending Engineer, may in his discretion cancel the contract. The contract shall also be liable or any pecuniary liability arising on account of any violation by him of the provision of act. The contractor shall pay the labourers skilled and unskilled according to wages prescribed by Minimum Wages Act applicable to the area in which the lies.

Clause 52 :-

All amounts whatsoever which the contractor is liable to pay to 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 given to the contractor

(ii) Hire charges in respect of heavy plant, machinery and equipment given on hire by the Government to the contractor for execution by him of the work and/or on which advances have been given by the Government to the contractor shall be deemed to be arrears of the Land Revenue and the Government may without prejudice to any other rights and remedies of the Government recovery the same from the contractor as arrears of land revenue.

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Clause 53 :-

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

Clause 54 :-

The contractor shall engage apprentices such as brick layers, carpenters, wiremen, plumber as well as blacksmith as recommended by the State Apprenticeship Advisor, Director of Technical Education, Dhobi Talao, Mumbai-1 on the construction work.

Clause 55 :-

***Conditions for
Malaria
eradication.***

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

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

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

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

E) The contractor shall make sufficient arrangement 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 of number of sweepers.

**Relation With
Public
Authorities**

The contractor shall comply with all rules, regulations, by 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.

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

Person tendering for the work covered by the Schedule will be required to complete the work within the periods specified below :-

Name of work	To start	To Complete
Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).	From the date of issue of work order.	Within 03 (Three) Calendar Months

1. COMPETENCY OF TENDER :-

The work will be awarded only to those contractors who are considered to be substantially responsive bidders, capable of performing the class of work to be completed. Before passing the final award any or all bidders may have to show that he has the necessary experience, facilities, ability, and financial resources to execute the work in satisfactory manner and also within the stipulated time.

2. PAYMENTS :-

The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and if further necessitated, scaffolding plant, supervision, service works, power, etc, and to include all to cover the cost of night and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Public Works Department or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

The Payments for work done will be made as and when the funds are available under this head and no claims whatsoever from the agency on account of delay in payment will be entertained by the department.

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3. **ERASER :-**

Persons tendering are informed that no erasers or any alterations by them in the text of the documents set herewith will be allowed and any such eraser or an alteration will be disregarded. If there is any error in writing no overwriting should be done but the wrong words or figures should be struck out and correct one written above or near it in unambiguous way. Such correction should be initialed and dated.

4. **DEFINITIONS**

Unless excluded by or repugnant to the context

- a) The expression "**Government**" as used in the tender documents shall mean the Public Works Department of the Government of Maharashtra.
- b) The expression "**The Chief Engineer**" as used any where in the tender papers shall mean officer for the time being of the Government of Maharashtra who is designated as such.
- c) The expression "**Superintending Engineer**" as used in the tender papers shall mean the officer of Superintending Engineer'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.
- e) The expression "**Contractor**" used in the tender papers shall mean the successful tenderer that is the tenderer whose tender has been accepted, and who has been authorized to proceed with the work.
- f) The expression "**Contract**" as used in the tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent.
- g) The expression "**Plant**" as used in the tender papers shall mean every temporary and necessary means necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in altered, modified, substituted and additional works ordered in the time and in the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefor.

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h) The expression " **Latest Valid Certificate**" as used in the tender papers shall mean certificate valid as on 31st March 2016 or issued after 31st March 2016.

5. AUTHORITES OF THE ENGINEER-IN-CHARGE

Save in so far as it is legally or physically impossible. The contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer in charge and shall comply with and adhere strictly to the Engineer in Charge's instructions and directions on any matter (Whether mentioned in the contract or not) pertaining to this works.

The Engineer in charge shall decide all questions which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specification and acceptability of fulfillment of the contract on the part of the contractor. He shall determine the amount and quantity of work performed and materials furnished and his decision shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the contractor. The Engineer in charge shall have the power to enforce such decisions and orders if the contractor fails to carry them out promptly. If the contractor fails to execute the work ordered by the Engineer in charge, the Engineer in charge may give notice to the contractor specifying a reasonable period therein and on the expiry of that period proceed to execute such work as may be deemed necessary and recover the cost thereof from the contractor.

5.1 AUTHORITIES OF THE ENGINEER – IN - CHARGE'S REPRESENTATIVE

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

5.2 The Engineer-in-charge may from time to time, in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such delegations of powers and authorities. Any written instruction or approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegations (but not otherwise) shall bind the contractor and the

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Department as though it had been given by the Engineer-in-charge, provided always as follows.

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

B) If the contractor is dissatisfied with any decision of the Representative of the Engineer-in-charge, he shall be entitle to refer the matter to the Engineer-in-charge, who shall thereupon confirm / reverse or vary such decision.

6. PAYMENTS :-

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding plant, machinery, supervision, power, royalties, octroi, taxes etc. and should also include all expenses to cover the cost of night work if and when required and no claim for additional payment beyond the prices or rates quoted will be entertained.

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

(a) Final Bill :-

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

(b) Additional Condition about availability of Funds :-

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

If situation arises, the work will be stopped at safe stage and will be withdrawn under clause 15 for which no compensation will be allowed.

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7. INDEMNITY :-

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

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

8. LAY OUT OF WORK :-

Layout of the work will be done by the contractor in consultation with the Executive Engineer of the Department or his representative. Some permanent marks should however be established to indicate the demarcation of the structure or any component thereof made to this permanent markers in measurement book and drawing signed by the contractor and departmental officer, responsibility regarding lay-out will be joint.

9. ADDITIONAL GENERAL SPECIFICATIONS FOR ORDINARY AND HIGH GRADE CONCRETE :-

The rate of consumption of cement for various grades of concrete referred below is a theoretical rate of consumption assumed for the estimate purpose. The contractor will have to obtain an economic mix design for various grades of concrete and get it approved from the Engineer-in-charge. The specification for controlled cement concrete shall be as per standard specification No. B-7 Page 38, and IS 456-2000. The minimum cement for plain and reinforcement concrete for various grade of concrete shall be as specified in IS 456-2000. Immediately upon the receipt of the award of the contract, the contractor shall inform the Engineer the exact location of the sources of the acceptable material. The concrete mix to be used shall be got designed in all approved laboratory, by the contractor with a optimum quantity of cement to give the specified strength in the preliminary tests and the proportion got approved by the engineer in writing. These proportions shall be used so long as the materials continue to be of the same quality and from the same sources subject only to slight changes in the relative quantities of fine and course aggregate for the purpose of promoting workability provided the work tests and shows the required strength.

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Theoretical consumption of Cement for the Concrete work

Sr. No.	Volumetric mix of concrete	Consumption of cement in bags/Cum
1	C.C. 1:4:8	3.40 bags/Cum
2	C.C.M-10	4.42 bags/Cum
3	C.C.M-15	6.27 bags/Cum
4	C.C.M-20	7.60 bags/Cum
5	C.C.M-25	8.50 bags/Cum
6	C.C.M-30	9.00 bags/Cum
7	C.C.M-35	9.00 bags/Cum
8	C.C. M-40	9.00 bags/Cum

Note :- The weight per bag of cement is considered as 50 Kg.

If such preliminary tests involve change in cement consumption upto 2% on the higher or lower side, no adjustment in the cost of the item to be paid to the contractor shall be made. If such alterations, changes, theoretical consumption of cement by more than 2% on the higher or lower side, the sources and quality of aggregate remaining the same, payment will be adjusted for or against the contractor in whatever amount the total cost of cement to the contractor has been increased or decreased by more than 2%. The amount of such increase or decrease shall be calculated on the basis of quantity of cement determined and prescribed in the special provisions. In adjusting the cost only the cost of cement shall be considered and not handling or other charges, which shall be treated as incidental to the terms. If during the progress of work the contractor wishes to change the material, the proportions shall be fixed on the basis of fresh preliminary tests to give the required strength after the Engineer is satisfied that the material satisfy the specifications. No adjustment of the cost shall be made for a change of proportions of cement fixed in the original preliminary tests.

The centering to be used for execution of any concrete items shall be strictly in accordance with specifications for formwork and steel centering. No centering shall be executed without prior approval to the centering from the Engineer-In-Charge.

10. INSPECTION OF OPERATIONS :-

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

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

11. The sequence of execution of work shall be strictly as stated below :

11.1 Sequence of execution -

1. The contractor shall have to provide traffic safety measures on road / diversion during construction / reconstruction repairs of bridge / Cross Drainage works / comprising of road and traffic sign boards and devices as directed by Engineer in charge.
2. The contractor shall take initial level measurements jointly with representative of Engineer in charge.
3. If the work includes the excavation of Road side gutter it shall be carried prior to commencement of B.T. works sequence of execution of roadside gutter shall be as below :-
 - 3.1 The contractor shall take the lineout jointly with representative of Engineer – in – charge lineout for the gutter shall be such that it shall be beyond of 0.60 metre from toe of formation of the road and probably it shall be parallel to the alignment of the road.
 - 3.2 The contractor shall take initial levels jointly with representative of Engineer in charge for existing cross section shall be taken at 10.00 metre interval. At some locations like curves and Ghat portion the interval shall be kept 5.00 metre as per the requirements of Geometry of the Road. The benchmarks shall be erected at 100 metre interval in the form of concrete pillars, before starting leveling work. This work is included to main work.
 - 3.3 Contractor shall prepare the drainage plan of gutters involving plotting of L-sections showing invert levels of gutters and invert levels of near by nalla / Cross Drainage works. The Gutter shall have minimum slope of 1 in 1000.
 - 3.4 The excavated stuff shall be disposed off / diverted as directed by Engineer in charge.
4. If the work involve the filling of side shoulder with hard murum the work of filling shoulders including watering compaction etcetera shall be completed prior to B.T. work.

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5. If the work involve patch repairs, filling of Pot holes shall be completed before commencement of B.T. renewal coat. The sequence of execution of patch repairs to be followed as below :-
 - 5.1 The contractor shall take initial measurement with representative of Engineer in charge for existing patches requiring repairs.
 - 5.2 The contractor shall collect necessary materials by roadside as directed and approved by Engineer in charge.
 - 5.3 The contractor shall mobilize the necessary machinery before commencement of work.
 - 5.4 The patches shall be excavated to rectangular / square / oblong shape with removal of all loose material and dust etcetera.
 - 5.5 Filling of pot holes shall be carried out as per provisions in the estimate and as directed by Engineer in charge.
6. After approval of above work by representative of Engineer in charge contractor shall start the work of B.T. renewal coat.
7. In any case the B.T. work shall not be carried out after 31th May.
8. If the work involves B.B.M. layer then after 1 month of B.B.M. layer is completed and traffic is permitted to ply over this portion, bituminous macadam with bitumen of grade VG-30, 3 % shall be laid on full carriageway of 7 metre width with proper camber of 3 % shall be laid with sensor paver and compacted with vibratory roller as per MORT&H specifications.
9. After 1 month of allowing traffic over which is already compacted B.M. layer open graded carpet of 20 millimetre thick shall be laid over applied tack coat and properly compacted.
10. After 15 days of traffic plying over the open graded carpet is already provided, bituminous premix seal coat shall be applied and compacted properly to the required camber. The screenings for premix seal coat shall be screened through 1.12 millimetre sieve and they shall be dust free. Screening with dust content shall not be allowed. If provided work of premix seal coat shall be rejected and no payment will be made on this account.
11. All the layers and their thickness shall be got approved from Engineer in charge before another layer is applied.
12. The surface on which bituminous macadam is to be laid shall be thoroughly cleaned of all dust and loose materials. Pot holes if any shall be made of rectangular shape and filled by metal and bitumen etcetera

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as laid down vide MORT& H Specification 501.803.3 Camber correction and correction to super elevation of existing carriageway shall be then be carried out as shown in illustrative figure 500-2 M.O.R.T.& H. specification fourth revision 2001. It is obligatory on part of contractor to prepare and get the laying chart of B.M. grade of road surface approved from Engineer in charge well in advance before starting laying B.M. The B.M. layer of required thickness shall then laid on the prepared surface as directed at location fixed by Engineer in charge. Challans of bitumen brought at site and plant should be produced in original for taking entry in asphalt consumption register.

13. While doing B.T. work hot mix plant operation at plant site shall start at 8.00 a.m. in the morning in the presence of Engineer in charge or his assigned representative, (at plant) and laying shall be stopped before 5.30 p.m.. The work of laying hot mix material shall invariable be stopped at 5.30 p.m. in the evening.
14. Traffic plying at design speed shall not feel hump 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 shall be commenced particular to obey instruction shall treat in rejection of work done.
15. Guard stones, Kilometer stones, furlong stones, road sign boards shall be fixed at the required locations and shown by Engineer in charge.
16. Item of work not executed in the above sequence shall be rejected by the Engineer in charge and shall be got done at risk and cost of contractor.

12. DOCUMENTATION

5 postcard size photographs in duplicate and a video cassette of 1 hours duration showing various stages of work shall be supplied by the contractor at contractor's own cost before the final bill is submitted by the contractor.

13. LEVELING WORK :-

The contractor shall carry out surveying and leveling work as necessary as per the directions of Engineer-in-charge or his representative. Contractor should duly countersign the necessary documents such as field books and registers in token of acceptance. The contractor shall erect temporary

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benchmarks at every 200 metres in cement concrete 1:2:4 at contractor's own cost of size as directed by Engineer-in-charge.

14. HOT MIXED & HOT LAID BITUMINOUS CONSTRUCTIONS :-

14.1 Job mix formula satisfying specification requirement should be worked out based on laboratory test and got approved by the engineer. Engineer will have independent test made before appearing the job mix formula.

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

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

14.4 The mix collected from the discharge point of the plant, extraction test for binder content and aggregate gradation should be performed to check the quality of mix discharged from the plant.

14.5 Thickness and density of the compacted mix should be checked by taking core samples.

14.6 Each Truck \ Tipper load of bituminous load shall be weighed on a standard weigh bridge. (Location to be decided by Engineer-in-charge) Weigh Bridge 20 T Capacity on more shall be provided at plant site by the contractor at his own cost & it should be checked for the calibration by the Engineer-in-charge & weights and measures authorities in the district

The record of weight of bituminous load this obtained shall be kept in measurement book. The weighment of the bituminous load shall be done by the contractor at his expense in the presence of authorized representative of Executive Engineer. The quantity of mix (weight basis) physically arrived at site shall be tallied with the quantity arrived at by volumetric measurement.

The register showing dispatch of bituminous load from plant, vehicle No. time of dispatch, temperature at the time of dispatch etc. shall be kept in prescribed form on Page No.91 at hot mix plant site. Similarly the register showing vehicle number, time of arrival of vehicle at site, weight of vehicle with bituminous load, temperature of the mix at site etc. shall be kept by the Department, in presence of contractor or his authorized representative (if he or his authorized representative is present at the site at that time). Both the registers shall be filled daily and contractor shall sign the register every day

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in token of acceptance of the contents in register. The record maintained in the form of the register shall ensure quantity of the materials only. The maintenance of these registers does not absolve the contractor of his contractual obligation towards quality of the work.

14.7 Contractor and the Engineer-in-Charge shall maintain the details of mix in the prescribed proforma on Page No.99 to 104.

14.8 Location of Hot Mix Drum Mix plant should be such that maximum time taken for transporting bituminous mix from plant site to Paver does not exceed 60 Kilometres.

15. APPROVAL OF CONSTRUCTION MATERIALS AND CONSTRUCTION ACTIVITIES :-

Approval of all materials for the work shall be obtained in writing from Engineer-in-charge or his representative before its use in the project. Before taking up of any construction activity the construction work done earlier shall be got approved in writing. Any failure on this account may result in the work for which the contractor will be solely responsible.

Materials and job mix etc. shall be got approved in writing at least 15 days in advance of the commencement of corresponding activity. The testing charges shall be borne by the contractor.

16. CLAUSES IN THE CONDITIONS OF CONTRACT :-

(A) All materials and workmanship shall be of the respective type described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the site. All samples shall be supplied by the contractor.

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

(C) During the progress of the works, the Engineer shall have the power to order, the removal from the site any suitable material, substitution of proper and suitable material and the removal and proper re-erection not withstanding any previous test or interim payment, therefor, and of any work which in respect of materials or workmanship is not, in the opinion of the Engineer in accordance with the contract.

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17. ADDITIONAL GENERAL CONDITION ABOUT INSURANCE :-

Contractor shall take out necessary insurance Policy / Policies (viz. Contractors All Risks Insurance Policy, Erection All Risks insurance policy etc. as decided by the Director of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the " Directorate of Insurance, Maharashtra State, Mumbai " only. Its postal address for correspondence is "264, MHADA, First Floor, Opp. Kalanagar, Bandra (E) Mumbai-400 051" (Telephone Nos. 26590403 / 26590690 and Fax Nos. 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 effected insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the contractor, for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

18. Price Escalation Clause is not applicable for this work.

Proforma

Mix Transportation Details

Name of Work :- _____

Name of Division :- _____

Name of Sub-Division :- _____

Name of Contractor :- _____

Name of Engineer-in-charge :- _____

Sr. No.	Date	Registered No. of Tipper	Weight of Mix			Time to leave the plant	Time to reach the Paver	Time taken in minutes	Temperature		Remarks
			Wt. of Loaded tipper	Wt. of empty tipper	Wt. of Mix (4-5)				Mix at Plant	Mix at Paver	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in charge

Contractor

Note :- This information is to be kept upto date as per Additional General Conditions and Specifications No.30.6

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QUALITY ASSURANCE CLAUSE

1. To ensure the specified quality of work which will also include necessary survey temporary works, etc. the contractor shall prepare a quality assurance plan and get the same approved by the Engineer-in-charge within one month from the date of work order. For this, the contractor shall submit an organization chart of his technical personnel to be developed on the work along with their qualifications, job descriptions defining the functions of reporting, supervising, inspecting and approving. The contractor shall also submit the list of tools, equipment and the machinery and instrumentation which he propose to use for the construction and for testing in the field and/ or in the laboratory and monitoring. The contractor shall modify/ supplement the organization chart and the list of machinery, equipment's etc. as per the direction of the Superintending Engineer 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 is exact proposals or execution of the work in accordance with the specification. He will have get these approved from the Engineer-in-charge. The quality of the work shall be properly documented through certificates, records, check-lists and log books of results etc. such records shall be compiled from beginning of the work and be continuously updated and supplemented and this will be the responsibility of the contractor. The forms should be got approved from the Executive Engineer-in-charge.
2. The contractor shall prepare detailed completion drawing after completion of the work. He shall also prepare and submit a maintenance manual giving procedure for maintenance, with the periodicity of maintenance works including inspection tools & equipment's to be used, means of accessibility for all parts of structure. He shall also include in the manual the specifications for the maintenance work that would be appropriate for the technique of construction. This manual shall be submitted within the contract period.

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SCHEDULE ' A '

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

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

Sr. No.	Particulars	Quantity	Rate in figure	Rate in words	Unit	Place of delivery
		-----	-- Nil --	-----		

- Note :-**
1. *All materials such as Bulk Asphalt (VG-30), Cement, Steel etcetera shall be procured by contractor at his own cost.*
 2. *R.C.C. pipes required on work shall be procured from M.S.S.I.D.C. only.*

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Conditions for Material in Schedule - A

- 1) The controlled materials will be supplied according to the test mentioned in Schedule 'A'. The steel will be supplied in length as available. The Department does not take the responsibility for any delay caused in arranging the supply. No compensation will be paid to the contractor on this account.
- 2) All the materials shall be made available for delivery on working days only during office hours to be arranged mutually by the contractor himself and the store keeper or the Sub Divisional Officer, concerned whosoever shall issue materials which shall be made available at Public Works Division stores mentioned above.
- 3) The contractor shall maintain a register of account of all materials issued to him from time to time and kept it open for inspection and scrutiny etc. by the Executive Engineer or his representative as directed. Cost of materials that cannot be accounted for, shall be recovered from the contractor at panel rates of twice the issue rate by the Executive Engineer.
- 4) The quantities as noted in schedule 'A' are only approximate and shall vary according to actual bonafide use.
- 5) All materials mentioned in schedule 'A' required for the work shall be taken from the department only, the materials from other sources in lieu of the materials in schedule 'A' shall not be allowed except under written permission from Executive Engineer in such certificates for the quality shall be furnished by the contractors. Samples of such materials shall be tested from any of the Government approved laboratories at contractor's cost. The materials not confirming to the required standard shall be removed from the site of work, immediately.
- 6) The contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' above at the site having double locking arrangements. The materials will be taken for use in the presence of the Department persons only. No materials will be allowed to be removed from the site of work.
- 7) The issue rates are inclusive of the taxes (such as S. T. G. T. Octroi etc.)
- 8) In the case of mild steel bars will be taken back by the department from the contractor on completion of work provided the same are in full length as originally issued and also if they are not less than 2.5 metres in length. The contractor will be paid for the same on the rate fixed under provision of para 10.3.8 of M. P. W. Accounts code P. 101.

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- 9) Contractor shall furnish account of all materials before placing indent for further materials and should furnish account of all materials on completion of work and should return all surplus materials to the Department recovery at panel rate of twice the issue rate as mentioned in Schedule 'A' and store charges thereon etc. will be effected for non-returning the surplus materials.
- 10) The steel shall be issued to the contractor on actual weightment. The payment shall be made on the basis of the weight of steel use on the work which is calculated on the basis of the returning length and standard weight per metre length. No claims on account of difference in actual weight & weights calculated on the basis of length shall be entertained. The table showing the unit weight of mild steel bars of different Categories (in metric tonne) as produced below should be followed strictly.

Diameter of bars in millimetre	Weight in Kg. Mild Steel	Weight in Kg. Tor Steel
6	0.22	0.222
10	0.60	0.617
12	0.90	0.888
16	1.60	1.578
20	2.50	2.466
22	3.00	2.980
25	3.80	3.854
28	4.80	4.800
32	6.30	6.313
36	8.00	7.990
40	9.90	9.864

- 11) The charges for conveying above materials from the place of delivery to the site of work should be borne by the contractor.
- 12) Cement will be supplied to the contractor in standard packing bags. Twenty bags as equal to the metric tonnes as received from the suppliers of cement and will be delivered at Government stores at the rates mentioned in schedule' A'.
- 13) Government shall not be responsible for the loss of cement during transit Contractor will have to be done by weight batch while mixing it

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cement is found short in a bag. It will have to be made good by the contractor for which additional cement will be supplied by the Department at issue rate in schedule 'A'

- 14) The contractor shall within the period stipulated by the Engineer-in-charge submit as estimates of his total requirements of cement and shall place tender of his monthly requirements at least one month in advance of planned use otherwise as directed by the Engineer-in-charge.
- 15) The contractor shall indent his requirement of cement as to assure utilization of cement not later than 60 days after the receipt thereof Cement older than a period of one said or stored through any part of monsoon shall not be used on the work except with the written permission, of the Engineer-in-charge and only after the satisfactory passing test that may be specify. The testing chares will have to be borne by the contractor.
- 16) The Department does not accept the responsibility for delay caused in arranging the supplied. No compensation shall be paid to the contractor on this account.
- 17) The contractor should maintain on account of stock of cement and steel consumption of the work very day in the prescribed proforma.
- 18) The contractor or his authorised representative should be sign in token of his acceptance daily consumption of account of steel and cement and other controlled articles supplied by the Public Works Department in the register maintain by the Officer-in-charge.
- 19) In any case store materials supplied by the Department is wasted or damaged due to negligence, mishandling or for want of proper arrangement, by the contractor or his agent or labour, recovery of the cost of the same shall be effected from the contractor at panel rates as will be decided by the Executive Engineer, wastages of steel to be borne entirely by the contractor 5 percent wastages of steel is admissible.
- 20) The materials shown in Schedule 'A' of the contractor will be issued as included in Schedule 'B' for which his rates have been accepted. In case if any extra rate is allowed to the contractor for any item included in Schedule 'B' or extra items, the rate for issuing materials will be decided by the Engineer-in-charge separately and will be binding on the contractor.
- 21) No cement will be issued for manufacturing of tiles, RCC jali, etcetera for which contractor will have to make his own arrangements.

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Additional Conditions Of Materials
(Cement, M. S. Bars, H.Y.S.D. Bars, T.M.T. Bars, Bulk Asphalt Etc.)
Brought By Contractor.

1. All materials such as Cement, Mild Steel, HYSB bars, Bulk Asphalt etc. required for the execution of work shall be brought by Contractor at his own cost.
2. The Contractor shall maintain the record of these materials (Cement, Steel, Bulk Asphalt etc.) in the prescribed proforma and registers as directed by Engineer-in-charge. The sample of prescribed proforma is attached at the end (Page No. 99 to 104). These registers shall be signed by both contractors and representative of Engineer-in-charge. These registers shall be made available for inspection, verification for the dept. as and when required. These registers shall be in the custody of department and shall be maintained by the department.
3. The material required only for this work shall be kept in the godown at site. No material shall be shifted out side of the godown except for the work for which this agreement is entered, without prior approval of the Engineer in charge.
4. The material i.e. cement, steel, bulk asphalt etc. brought on the work site shall be accompanied with the necessary Company / Manufacturing firm's test certificates. In addition these material shall be tested as per frequency prescribed by the Department and the cost of such testing shall be borned by the contractor. If the test results are satisfactory then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, if so requested by the contractor in witting, material will be allowed to be used before receipt of test results but this will be entirely at the risk and cost of the contractor.
5. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase, Octroi receipts etc. for the purchase of material brought on the work site at once, failing which the Executive Engineer will not make payment to contractor.
6. All these material i.e. cement, steel etc. shall be protected from any damages, rains etc. by the contractor at his own cost.
7. The contractor will have to erect temporary shed of approved specifications for storing of above materials at work site at 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 or his authorized representative & the door shall be openable only after both locks are opened.)
8. If required, the weighment of cement bags/ steel/ bulk asphalt bouzers etc. brought by the contractor shall be carried out by the contractor at his own cost.

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9. 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 item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer-in-charge.
10. The Government shall not be responsible for the loss in cement, 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 own cost.
11. **Indemnity :-**
The condition regarding indemnity as defined on Page No.84 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.
12. In case the materials brought by the contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of Engineer in-charge.
13. All empty bags or empty asphalt drums shall be the property of contractor and the same be removed immediately after completion of work.
14. Bulk asphalt (VG-30) grade shall be procured from reputed Government refinery (main producers) only, like BPCL, HPCL, IOC.
15. ज्या कामासाठी ठेकेदार (Contractor) मुख्य उत्पादक डांबर रिफायनरीतून प्राप्त करणार आहे दुय्यम उत्पादकाकडून अथवा अन्य कंत्राटदराकडून डांबर घेण्याची परवानगी नाही अशा डांबर प्राप्तीचे वेळापत्रक (Schedule of arrival of bouzers) क्षेत्रिय अधिकाऱ्यांना देणे ठेकेदारास बंधनकारक राहिल. डांबराचे प्रापण (Procurement) सरकारी तेल कंपनीच्या रीफाइनरी मधूनच करण्यात यावे. तसेच प्लान्टवर प्राप्त झालेल्या डांबराची प्रत (Grade) तपासणीसाठी आवश्यक उपकरणे, साहित्य इत्यादींनी युक्त प्रयोगशाळा उपलब्ध करून देणे ठेकेदारास बंधनकारक राहिल. जो पर्यंत कंत्राटदार मुळ गेटपास उपलब्ध करत नाहीत तोपर्यंत डांबरीकरणाच्या बाबींची अदायगी करण्यात येणार नाही. मुळ गेटपास वार कार्यकारी अभियंता यांची स्वाक्षरी घेऊन ते अभिलेखात जोडणे अनिवार्य राहिल. तदनंतरच डांबरीकरणाच्या बाबींचे देयक अदा करण्यात येईल.
16. Asphalt should be brought from only from Government Refinery and in the name of concerned contractor. Contractor should produce the Original Challan i.e. "Original for Buyer " or equivalent to site in Charge. The contractor shall open Online Acocunt with Government Refinery from where he procures as asphalt for this work. Documentary evidence (challan) that he has procured asphalt from Government Refinery shall be produced to the Engineer in charge or his representative as mentioned at (a) above. Contractor shall provide online facility to Engineer in charge or his representative for online Verification of the Documentary evidence (Challan) Submitted to him. Engineer in charge or his representative shall verify the transaction online and take print out of the online document. Attested copy of the print out of the online document shall be kept on record along with the Documentary evidence (challan).
17. R.C.C. pipes shall be procured from M.S.S.I.D.C. only.

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वज्रचूर्णाची आवक आणि खप यांचा हिशोब दाखविणारी नोंदवही क्रमांक १

कामाचे नांव :-

मागील सप्ताहापासून कामाच्या ठिकाणी असलेली शिल्लक,
आवक आणि खप यांचा हिशोब

दिनांक	मिळालेल्या पोत्यांची संख्या	वापरलेल्या पोत्यांची संख्या	दिवसाच्या अखेरीस कामाच्या ठिकाणी राहिलेली पोती

कंत्राटदाराची सही

अवेक्षकाची सही

नोंदवही क्रमांक - २

निरनिराळ्या बाबींवर आठवड्यामध्ये उपयोगात आणणे आवश्यक असलेले परिमाण याची तुलना दाखवणारे कोष्टक

१.	सिमेंटच्या गिलाव्यातील (१:६) गवंडी काम	६.	
२.	प्रबलित काँक्रीट (आर.सी.सी) तुळ्या	७.	
३.	सिमेंट अथवा सिमेंटचा गिलावा	८.	
४.		९.	
५.			

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रोजी संपणाच्या आठवड्यासाठी गोषवारा

अ. क्र.	बाबीचे नांव	केलेल्या कामाचे अंदाजे परिमाण		वापरणे आवश्यक असलेल्या सिमेंटचे परिमाण (पोत्यामध्ये) पोत्याच्या प्रत्येकी संख्येत	वापरावयास हवे असलेले सिमेंटचे एकूण परिमाण (पोत्या मध्ये)	प्रत्यक्ष वापरलेले सिमेंट (पोत्या मध्ये)
		परिमाण	एकमान			
१	२	३	४	५	६	७

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Executive Engineer

पुंजीत डांबराची आवक आणि खप यांचा हिशोब दाखविणारी नोंदवही क्रमांक १

कामाचे नांव :-

मागील सप्ताहापासून कामाच्या ठिकाणी असलेली शिल्लक,
आवक आणि खप यांचा हिशोब

दिनांक	व्हॉऊचर नंबर	रिफायनरीचे नांव	गेट पास क्रमांक	प्राप्त डांबराचे निव्वळ वजन	वापरलेल्या डांबराचे निव्वळ वजन	दिवसाच्या अखेरीस शिल्लक डांबराचे वजन

कंत्राटदाराची सही

अभियंत्याची सही

नोंदवही क्रमांक - २

निरनिराळ्या बाबींवर आठवड्यामध्ये उपयोगात आणणे आवश्यक असलेले
परिमाण यांची तुलना दाखवणारे कोष्टक.

१)	सरफेस ड्रेसिंग
२)	बी.बी.एम.
३)	टॅक कोट
४)	बी.एम.
५)	डी.बी.एम. ४.५ टक्के

६)	अॅस्फाल्टीक काँक्रीट ६.२५ टक्के
७)	एस.डी.बी.सी. ५.२५ टक्के
८)	ओपन ग्रेडेड कारपेट
९)	लिक्वीड सिलकोट

Contractor

No. of Corrections

Executive Engineer

रोजी संपणाच्या आठवड्यासाठी गोषवारा

अ. क्र.	कामाचे नांव	केलेल्या कामाचे अंदाजे परिमाण		वापरणे आवश्यक असलेल्या डांबराचे परिमाण मे. टन	वापरावचास हवे असलेले डांबराचे एकूण परिमाण मे. टन	प्रत्यक्ष वापरलेले डांबराचे एकूण परिमाण मे. टन
		परिमाण	एकमान			
१	२	३	४	५	६	७

Contractor

No. of Corrections

Executive Engineer

ला संपणाच्या महिन्याची पोलादाची आवक आणि शिल्लक

विभागाचे नांव _____ कामाचे ठिकाण _____ कामाचे नांव _____

मागील महिन्यापासून कामाच्या ठिकाणी असलेली पोलादाची शिल्लक	प्रकार आणि परिमाण (टनांमध्ये)										
	प्रकार										
परिमाण											

ला संपणाच्या महीन्यातील पोलादाची दैनंदिन आवक जावक व शिल्लक एकुण

दिनांक	पोलादाची आवक (टनांमध्ये)		वापरलेल्या पोलादाचे परीणाम		प्रत्येक देवघेवीच्या वेळची शिल्लक		रोजी संपणाच्या आठवड्यातील पोलादाच्या प्रकारानुसार टनामधील शिल्लकेचा गोषवारा.	
	प्रकार	वजन (टनांमध्ये)	प्रकार	वजन (टनांमध्ये)	प्रकार	वजन (टनांमध्ये)	प्रकार	वजन (टनांमध्ये)
	एकुण		एकुण		एकुण		एकुण	

दिलेल्या / वापरलेल्या परीमाणासाठी कंत्राटदाराची सही.

अवेक्षकाची सही

Contractor

No. of Corrections

Executive Engineer

नोंदवही क्रमांक - २

ला संपणाच्या महीन्यामध्ये पोलादाचे किती परीमाण वेगवेगळ्या बाबीवर उपयोगात आणावयास पाहीजे होते व प्रत्यक्षात किती परीमाण वापरले ही तुलना करण्यासाठी आवश्यक असलेली गणना.

ला संपणाच्या महीण्यामध्ये केलेल्या कामाचे अंदाजे परीमाण

अनुक्रमांक	पार पाडलेल्या बाबीचा तपशील	केलेल्या कामाचे अंदाजे परीमाण	संकल्प चित्राप्रमाणे वापरणे आवश्यक असलेल्या पोलादाचे परीमाण (टनांमध्ये)	प्रत्यक्ष वापरलेले परीमाण (टनांमध्ये)

Contractor

No. of corrections

Executive Engineer

GUARANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper Worth Rupees 100/-)

In consideration of the Governor of Maharashtra (here in after referred to as "the Government") having agreed to exempt _____ (herein after referred to as "The Contractor") from depositing with the Government in cash the Sum of Rs. _____ (Rupees _____ Only) being the amount of Security Deposit payable by the contractor to the Government under the terms and conditions of the "Agreement dated the _____ day of _____ and made between the Government of the one part and the contractor of the other part (hereinafter referred to as "the said Agreement") for _____ as security for the observance and performance by the contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Government a Guarantee in the prescribed form of a Scheduled Bank in India being in fact these presents 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
- b) due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the contractor under or in respect of the said Agreement.

- 2)** Undertake to pay to the Government on demand and without demur and notwithstanding any dispute raised by the Contractor(s) in any suit or proceeding filed in any Court or Tribunal relating thereto the said Sum of Rs. _____ (Rupees _____ only) or such less sum as may be demanded by the Government from us our liability herein under being absolute and unequivocal and agree that.

Contractor

No. of Corrections

Executive Engineer

- 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 discharge or released from the liability under this Guarantee by reasons of
- i) any change in the constitution of the Bank or the Contractor or
 - ii) any agreement entered into between the Government and the contractor with or without our consent :
 - iii) any forbearance or indulgence shown to the contractor.
 - iv) any variation in the terms covenants or conditions contained in the said Agreement :
 - v) Any time given to the contractor or
 - vi) any other conditions or circumstances under which in law, a surety would be discharged :
- c)** Our liability here under shall be joint and several with that of the contractor as if we were the 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 _____
_____ day of _____2016. The Common seal of
_____ was pursuant to the resolution of the Board of Directors
of the Company dated the _____ day of _____
herein affixed in the presence of who, in token thereof, have hereto set their
respective hand in the presence of

1) _____

2) _____

Contractor

No. of Corrections

Executive Engineer

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

DECLARATION OF THE CONTRACTOR

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials (such as stone, murum, and sand etc.) and labour of which I/We have based my / our rates for this work. The specifications, conditions and lead of materials to be used 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, Public Works Division No.2, Latur** in charge of the work or his duly authorized representative, before starting the work and to abide by his decision.

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

Signature of Contractor.

Contractor

No. of Corrections

Executive Engineer

S C H E D U L E "B"

**Name of work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur.
(Under Fundamental Needs Programme 2016-17).**

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
24.06 Cubic Metre	ITEM No. 1 :- Excavation for foundation in earth, soils of all types sand, gravel and soft murum including removing the excavated material with all lifts and leads beyond building area stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering (including shoring and strutting) complete.	Bd.A.-1 Page No.259	132.00	Rupees One Hundred Thirty Two and Paise Nil Only	One Cubic Metre	3,176.00
16.04 Cubic Metre	ITEM No. 2 :- Excavation for foundation in hard murum including removing the excavated material with all lifts and leads beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering, including shoring and strutting complete.	Bd.A.-2 Page No.259	148.00	Rupees One Hundred Forty Eight and Paise Nil Only	One Cubic Metre	2,374.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
17.40 Cubic Metre	ITEM No. 3 :- Providing and laying in situ cement concrete M-10 of trap/ granite/ quartzite/ gneiss metal for foundation and bedding including dewatering, formwork, compacting, roughening them if special finish is to be provided, finishing if required and curing etcetera complete.	Bd.E.1 Page No.287	4059.39	Rupees Four Thousand Fifty Nine and Paise Thirty Nine Only	One Cubic Metre	70,633.00
10.935 Cubic Metre	ITEM No. 4 :- Providing and laying in situ cement concrete M-20 of trap/ granite/ quartzite/ gneiss metal for reinforced cement concrete work in foundation like raft, grillages, strip foundation and footings of reinforced cement concrete columns and steel stanchion including bailing out water, form work, compaction and finishing, curing etcetera complete.	Bd.F-3 Page No.298	5367.62	Rupees Five Thousand Three Hundred Sixty Seven and Paise Sixty Two Only	One Cubic Metre	58,695.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
7.406 Cubic Metre	ITEM No. 5 :- Providing and casting in situ cement concrete M-20 of trap/ granite/ quartzite/ gneiss metal for reinforced cement concrete columns as per detailed designs and drawing, or as directed including centering, formwork, compacting and finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing etcetera complete.	Bd.F-5 Page No.300	7167.62	Rupees Seven Thousand One Hundred Sixty Seven and Paise Sixty Two Only	One Cubic Metre	53,083.00
15.88 Cubic Metre	ITEM No. 6 :- Providing and casting in situ cement concrete M-20 of trap/ granite/ quartzite/ gneiss metal for reinforced cement concrete beams and lintels as per detailed designs and drawings, or as directed including, centering, formwork, compaction and roughening the surface if special finishing is to be provided and curing etcetera complete.	Bd.F-6 Page No.300.	7317.62	Rupees Seven Thousand Three Hundred Seventeen and Paise Sixty Two Only	One Cubic Metre	116,204.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
20.947 Cubic Metre	ITEM No. 7 :- Providing and casting in situ cement concrete M-20 of trap/ granite/ quartzite/ gneiss metal for reinforced cement concrete slabs and landings as per detailed designs and drawings or as directed, including, centering, formwork, compacting and roughening the surface if special finish is to be provided and curing etcetera complete.	Bd.F-8 Page No.302	6967.62	Rupees Six Thousand Nine Hundred Sixty Seven and Paise Sixty Two Only	One Cubic Metre	145,951.00
3.629 Metric Tonne	ITEM No. 8 :- Providing and fixing in position High Yield Steel Deformed bar from Other Plant bar reinforcement of various diameters for reinforced cement concrete pile caps, footing, foundations, slabs, beams, columns, canopies, stair case, newels, chajjas, lintels, pardis, copings, fins, arches etcetera as per detailed designs, drawings and schedules including cutting, bending, hooking the bars binding with wires or tack welding and supporting as required complete.	Bd.F-17 Page No.306	58843.04	Rupees Fifty Eight Thousand Eight Hundred Forty Three and Paise Four Only	One Metric Tonne	213,541.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
0.907 Metric Tonne	ITEM No. 9 :- Providing and fixing in position Mild Steel bar reinforcement of various diameters for reinforced cement concrete pile caps, footing, foundations, slabs, beams, columns, canopies, stair case, newels, chajjas, lintels, pardis, copings, fins, arches etcetera as per detailed designs, drawings and schedules including cutting, bending, hooking the bars binding with wires or tack welding and supporting as required complete.	Bd.F-17 Page No.306	54843.04	Rupees Fifty Four Thousand Eight Hundred Forty Three and Paise Four Only	One Metric Tonne	49,743.00
7.38 Cubic Metre	ITEM No. 10 :- Providing second class Burnt Brick masonry with conventional / Indian standard type bricks in cement mortar 1:6 in foundation and plinth of inner walls or in plinth of external walls including bailing out water manually, striking joints on unexposed faces and watering complete.	Bd.G-1 Page No.313	5040.17	Rupees Five Thousand Forty and Paise Seventeen Only	One Cubic Metre	37,196.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
76.32 Cubic Metre	ITEM No. 11 :- Filling in plinth and floors with contractor's soil, sand or murum with all lead and lifts in 15 centimetre to 20 centimetre layers including watering and compaction etcetera complete.	Bd.A-11 Page No.263	403.34	Rupees Four Hundred Three and Paise Thirty Four Only	One Cubic Metre	30,783.00
228.89 Square Metre	ITEM No. 12 :- Providing internal cement plaster 12 millimetre thick in single coat in cement mortar 1:5 without neeru finish to concrete or brick surfaces, in all positions including scaffolding and curing complete.	Bd.L-2 Page No.368	172.21	Rupees One Hundred Seventy Two and Paise Twenty One Only	One Square Metre	39,417.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
107.60 Square Metre	ITEM No. 13 :- Providing sand faced plaster externally in cement mortar using Kharsalia / Kasaba or similar type of sand, in all position including base coat of 15 millimetre thick in cement mortar 1 : 4 using water proofing compound at 1 Kilogram per cement bag, curing of the base more than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 10 millimetre thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etcetera complete.	Bd.L-7 Page No.367	290.33	Rupees Two Hundred Ninety and Paise Thirty Three Only	One Square Metre	31,240.00
30.80 Cubic Metre	ITEM No. 14 :- Providing soling using 60 to 80 millimetre size trap metal in 15 centimetre layer including filling voids with sand or girt, ramming, watering etcetera complete.	As directed by Engineer in charge.	543.34	Rupees Five Hundred Forty Three and Paise Thirty Four Only	One Cubic Metre	16,735.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
101.93 Square Metre	ITEM No. 15 :- Providing and laying vitrified premium quality mirror or glossy finish decorative type tiles of size 590 millimetre to 605 millimetre X 590 millimetre to 605 millimetre of 8 to 10 millimetre thickness and confirming to IS 15622 – 2006 (Group Bla) of approved make shade and pattern for flooring in required position laid on a bed of 1 : 4 cement mortar including neat cement float, filling joints curing and cleaning etcetera complete. (Note : Water absorption should not be more than 0.05 %).	Bd.M-12 Page No.385	1070.73	Rupees One Thousand Seventy and Paise Seventy Three Only	One Square Metre	109,140.00
228.89 Square Metre	ITEM No. 16 :- Providing and applying white wash of approved quality in two coats on old or new plastered or masonry surfaces and asbestos cement sheets, including scaffolding and preparing the surface by brushing and brooming down complete.	Bd-O-8 Page No.406	17.00	Rupees Seventeen and Paise Nil Only	One Square Metre	3,891.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
107.60 Square Metre	ITEM No. 17 :- Providing and applying two coats of water proof cement paint of approved manufacture and of approved colour to the plastered surfaces including scaffolding if necessary, cleaning and preparing the surface, watering for two days complete.	Bd-O-8 Page No.406	57.00	Rupees Fifty Seven and Paise Nil Only	One Square Metre	6,133.00
1.08 Square Metre	ITEM No. 18 :- Providing and fixing Informatory sign boards in square or rectangular shape of any size made out of 16 gauge (1.6 millimetre) thick Galvanised iron steel sheet painted with one coat of Zinc chromate stoving primer and two coats of green stove enamel paint on front side and grey stove enamel on back side and border /messages / symbols etcetera with cut out of retroreflective sheeting of engineering grade, including mild steel angle frame of 35 millimetre x 35 millimetre x 3 millimetre and two Mild Steel angle iron post of size 60 millimetre x 65 millimetre X 6 millimetre, 3.65 metre long properly	As per IRC-67 1977 & MOST circular No.RW/ NH- 33023/ 31/88 DO-III dated 2/11.5.94	6800.00	Rupees Six Thousand Eight Hundred and Paise Nil Only	One Square Metre	7,344.00

Contractor

No. of Corrections

Executive Engineer

Quantity	Item of work	Specifi- cation Number	Rate		Unit	Amount
			In Figures (In Rs.)	In Words		
01	02	03	04	05	06	07
	cross braced with mild steel angle of size 50 millimetre x 50 millimetre x 5 millimetre duly painted with one coat of epoxy primer and two coats of epoxy finish paint, having alternate black and white bands of 25 centimetre width including galvanised iron fixtures etcetera and fixing the boards in 1:4:8 concrete block of size 60 centimetre x 60 centimetre x 75 centimetre including transportation etcetera complete as directed by Engineer in charge.					
	TOTAL					9,95,279.00

(Rupees Nine Lakhs ninety five thousand two hundred seventy nine Only.)

Contractor

No. of Corrections

Executive Engineer

Name of Work :- Construction of Samajik Sabhagruha at Shivani (M), Tq. Chakur, District Latur. (Under Fundamental Needs Programme 2016-17).

D R A W I N G S

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 or type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due considerations of the complexities of work involved during actual execution / consideration as experienced in the field.

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

DOCUMENTATION :-

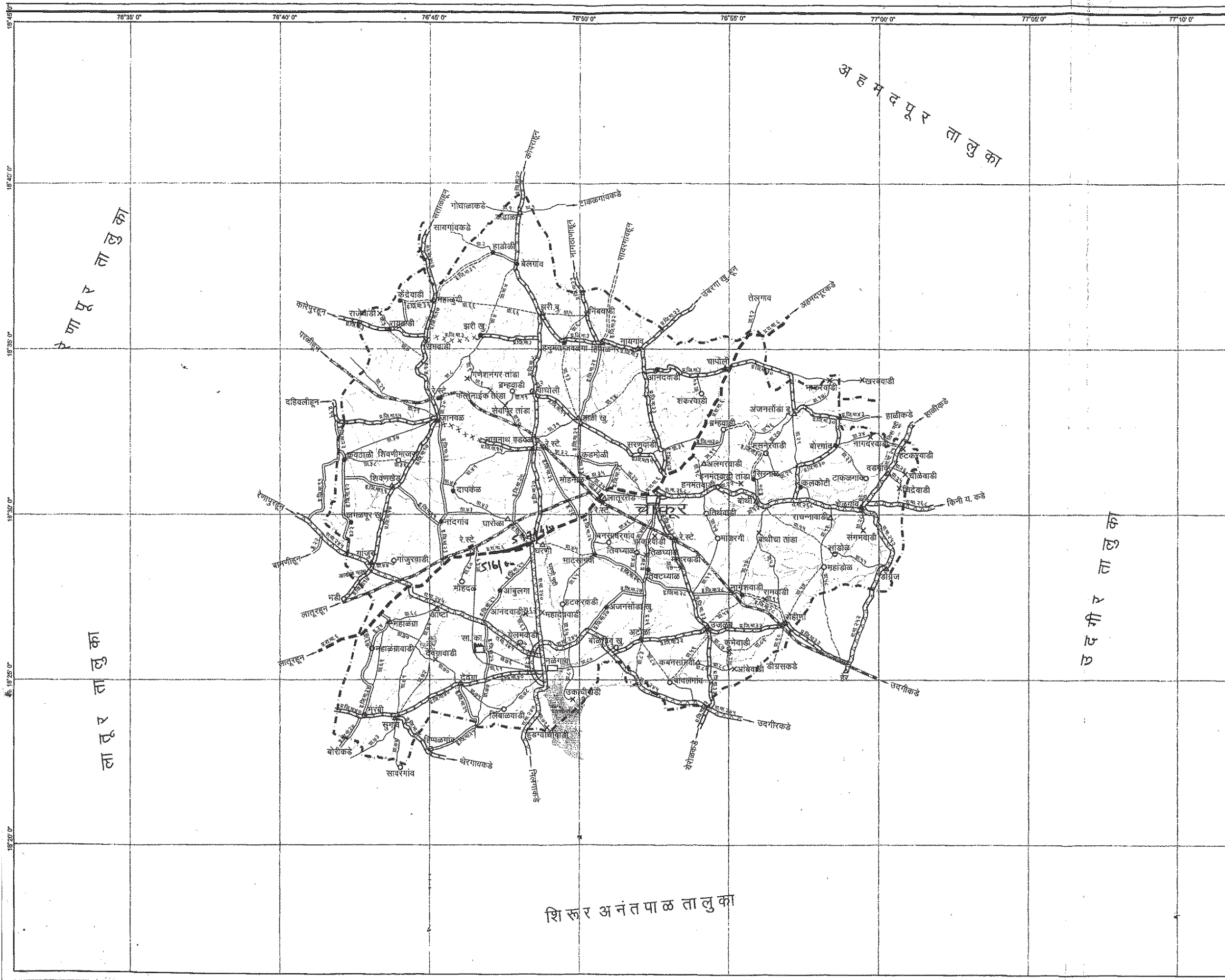
If so ordered by the Engineer-in charge, the contractor will prepared drawings of the work at constructed and will supply original and three copies to the Engineer who will verify and certify these drawings.

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

Contractor

No. of Corrections

Executive Engineer

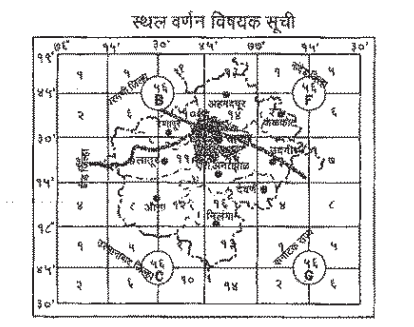


रस्ते विकास योजना २००१-२०२१
जिल्हा लातूर
चाकूर तालुका



प्रमाण १ सें.मी. = २.२५ कि.मी.

तालुका मुख्यालय : चाकूर
क्षेत्रफळ : ६६८.०० चौ.कि.मी.
एकूण लोकसंख्या : १,५७,९३५



२००१ च्या जनगणनेप्रमाणे खेड्यांची सांख्यिकी माहिती

जनगणना सुची	जिल्हा	एकूण गावे/खेडी
५०० हून कमी	X	०९
५०० ते ९९९	○	२७
१००० ते १४९९	●	१६
१५०० ते ४९९९	▲	२६
५००० ते ९९९९	△	०३
१०००० ते ४९९९९	□	०२
५०००० व त्याहून अधिक	■	००
एकूण		८३

वर्गीकरण तक्ता

वर्गीकरण	अस्तित्वात असलेले	निगमित
राष्ट्रीय महामार्ग	=====	●●●
प्रमुख राज्यमार्ग	=====	====
राज्यमार्ग	=====	-▲▲
प्रमुख जिल्हा मार्ग	=====	××××
इतर जिल्हा मार्ग	=====	=====
ग्रामीण मार्ग	-----	-----
सखर कारखाना नदी, पाळे व तलाव	■	+++++
हवाई वायवडी	✈	○
शिबडी	⚡	○
जिल्हा हद्द	-----	□
तालुका हद्द	-----	-----
दुर्गम क्षेत्र	-----	-----
वनक्षेत्र	-----	-----
मोठा रेल्वे मार्ग	-----	-----
सहान रेल्वे मार्ग	-----	-----
ग्रामीण रुग्णालय	○	○
प्राथमिक आरोग्य केंद्र	○	○
हरिजन वस्ती	○	○
दळींमल रस्ते	-----	-----
दुर्गम रस्ते	-----	-----
संदीकरण	-----	-----

सार्वजनिक बांधकाम मंडळ, उस्मानाबाद.

सार्वजनिक बांधकाम मंडळ, उस्मानाबाद.