

GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT
PUBLIC WORKS REGION, NASHIK
PUBLIC WORKS CIRCLE, JALGAON

E-TENDER

NAME OF WORK : Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsole Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon

TENDER NO. : **B -1/ SE** for the year **2026-2027**

AGENCY : **M/S / SHRI.** -----

Estimated Cost : **Rs.2,46,54,199.00**
put to Tender

EARNEST MONEY : **RS.1,50,000.00**

ACCEPTED TENDER : @ % above /**below/estimated rate**

Rs. -----

COST OF BLANK : **Rs. 2360.00**

Tender Form

TIME LIMIT : **12 (Twelve) MONTHS (CALENDER MONTH)**
including of mansoon

PRETENDER CONFERENCE : **OFFICE OF THE SUPERINTENDING ENGINEER**
PUBLIC WORK CIRCLE, JALGAON
ON DATED 21/05/ 2026 AT 12.00 HOURS

EXECUTIVE ENGINEER,
P.W. DIVISION , JALGAON

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

GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT

NAME OF WORK	:	Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsole Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon
PERIOD OF DOWNLOAD OF BIDDING DOCUMENT ONLINE	:	<u>From 18/05/2026 to 26/05/2026 Time : 17.00 Hours</u>
TIME AND DATE OF PRE-BID CONFERENCE	:	<u>21/05/2026 Time : 12.00 Hours</u>
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	<u>26/05/2026 Time : 17.00 Hours</u>
* TIME AND DATE OF OPENING TECHNICAL BIDS	:	<u>27/05/2026 Time : From 17.00 Hours (in office hours if possible)</u>
* TIME AND DATE OF OPENING FINANCIAL BIDS	:	<u>27/05/2026 Time : From 17.00 Hours (in office hours if possible)</u>
PLACE OF OPENING OF TECHNICAL BIDS	:	Supreintending Engineer, P.W. Circle, Jalgaon
OFFICER INVITING BIDS	:	Executive Engineer, P.W. Division Jalgaon

Contractor.

No. of Corrections

Executive Engineer.

E-TENDER NOTICE NO.66/ 2026-2027 / 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 , Jalgaon Near Collector Office, Jalgaon Phone No. (0257/2227343)**. E-mail jalgaon.ee@mahapwd.gov.in for and on behalf of Government of Maharashtra State from capable and eligible P.W.Deptt. Registered or Unregistered Contractor who fulfill the terms and condition mentioned in tender document. Tender document can be downloaded from website <https://mahatenders.gov.in> Right to reject / accept any or all E-tender is reserved by Superintending / Executive Engineer. Conditional Tender will not be accepted.

SYSTEM TENDER NIT NO. _ dated _ (Online)
NO. _____

Pre-tender Conference, will be held @ **Jalgaon** on **21/05/2026** at 1.00 Hrs. in the office of the **Superintending Engineer, Public Works Circle, Jalgaon**

The details can be viewed and downloaded online directly from the Government of Maharashtra e-Tendering Portal <https://mahatenders.gov.in> on Sub Portal of Public Works Department <https://mahatenders.gov.in> from **18/05/2026 to 26/05/2026**
Time : 17.00 Hours

Sr. No	Name of work	Estimated cost in (Rs.)	System Generated Tender	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	8
1	Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsolli Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon	24654199/-		12 Months	150000/ (to be paid via online mode only as prescribed)	2360/-	Registered or Unregistered Contractor who fulfill the terms and conditions of Contract

Document Tender Fee and EMD to be paid via online mode only, from Bidders own bank account, payment made from other than bidder bank account will not be allowed. EMD exemption Certificate shall not allowed vide GR.No. सीएटी /०६/२०१४ /प्र.२४२ / इमारती-२, मंत्रालय मुंबई दिनां २४/२/२०१६.

**Executive Engineer,
Public Works Division Jalgaon**

Contractor.

No. of Corrections

Executive Engineer.

DT-66/1

DETAILS OF WORK

NAME OF WORK : **Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsole Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon**

Estimated cost put to tender :- **Rs. 24654199.00**

Earnest money :- **Rs.150000.00**
(Rs. Rupees One Lakh Fifty Thousand & paise nil only)

Document Tender Fee and EMD to be paid via online mode only, from Bidders own bank account, payment made from other than bidder bank account will not be allowed. EMD exemption Certificate shall not allowed vide GR.No. सीएटी /०६/२०१४ /प्र.२४२ / इमारती-२, मंत्रालय मुंबई दिनां २४/२/२०१६.

Total Security Deposit :- **Rs.247000/-**
1 % (One) percent
(50 % in cash at the time of agreement and 50 % from R.A. bills).

Time stipulated for completion :- **Twelve (12)** 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. I/We further undertake to enter into contract in regular "B-1" form in Public Works Department.

Name & Signature of Contractor
/ Power of Attorney holder
with complete address.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

**GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DIVISION , JALGAON
E-TENDER NOTICE NO. 66 for 2026 -2027**

Sealed E-Tenders in B-1 Form for the following work invited by Executive Engineer, P. W. Division , Jalgaon Phone No. ((0257-2227343) from capable and eligible P.W.Deptt. Registered or Unregistered Contractor who fulfill the terms and condition mentioned in tender document.. Tender Notice is also available on Notice Board of P. W.Division, Jalgaon and on our website www.mahapwd.gov.in / https://mahatenders.gov.in					
E-Tender Sr. No.	Name of Work	Estimated Cost put to tender	Earnest Money	Cost of Tender Form	Time Limit of completion of work/ Reg.Class
1	Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsole Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon	24654199/-	150000/- (to be paid via online mode only as prescribed)	2360/-	12 (Twelve) months including monsoon/ Registered or Unregistered Contractor who fulfill the terms and conditions of Contract

- Bidding documents may be downloaded from the eTendering portal of Public Works Department, Government of Maharashtra i.e. <https://mahatenders.gov.in> after entering the details, payment of **Rs.2360/-** (Rupees **Two Thousand Three Hundred Sixty only**) should be paid online using payment gateway. The fees of Bid document will be non refundable. Interested bidders may obtain further information regarding the work from the above office.
- The Bids will be opened as per the Tender Schedule, in the presence of such intending Bidders or his/ their authorized representatives who shall be present at that time. Those who do not present at the time will not have any say over tender opening procedure.
- Bid Security of the amount specified for the work in the table shall be paid via online using NEFT / RTGS or payment gateway mode from the authorized account in the name of the bidder only. The guidelines for the same are included in bid document.
- The Bids must be submitted online on <http://mahatenders.gov.in> or on as per NIT & Technical bid will be opened on as per NIT in the presence of bidders who have to attend in the office of the Bid opening Authority (As per NIT)
- Others details can be seen in the bidding documents

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

TENDERING PROCEDURE :-

1.1 A. Blank Tender Forms.

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

1.1 B PRE-TENDER CONFERENCE:

- .1.i)** Pre-tender conference open to all prospective tenderers who have downloaded tender form before the date of Pre-tender Conference, will be held **Jalgaon** on **Dated 21/05/2026 at 1.00 Hrs.** in the office of the **Superintending Engineer, Public Works Circle, Jalgaon** wherein prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions
- 1.1.ii)** The prospective tenderers are free to ask for any additional information or clarification online concerning the work, and the reply to the same will be given by the **Supreintending Engineer**, online writing and this clarification referred to as Common Setof Conditions/Deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any raised online by the contractor in online pre-tender conference and not finding place in C.S.D. issued after the online pre- bid conference, is/are deemed to be rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made thereafter with the contractor in this regard.
- 1.1.1** If it is not possible on line to down load the drawings , the set of drawing may be supplied to the bidders **in "Hard Copy"** by the Department, on Proof of receipt of payment towards cost of bidding documents as per the tender schedule
- 1.1.2** The bid submitted by the bidder shall be unconditional. Conditional bids shall be summarily REJECTED.
- 1.1.3** All bidders are cautioned that bids containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional bids will be treated as non-responsive. The bidder should clearly mention in forwarding letter that his offer (in envelope No. 1& 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.
- 1.1.4** Bidders should have valid Class-II/III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.
- 1.1.5** For any assistance on the use of Electronic Tendering System, the Users may call the below numbers: **Contact Us (NIC) The 24x7 Toll Free Telephonic Help Desk Number 1800 3070 2232**
Mobile Number +91787807985/86
Mobile Number +7878007972/731.2.8

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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

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

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

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

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

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

2. **Obtaining a Digital Certificate :**

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

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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

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

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

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

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

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

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.

B. Steps to be followed by Contractors to participate in the c-Tenders processed by PWD**1. Preparation of online Briefcase :**

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

2. Online viewing of Detailed Notice Inviting Tenders:

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

3. Download of Tender Documents:

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

4. Online Bid

For BID SECURITY payment, If bidder use Online Net Banking mode Only.

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

a. Digitally signing the documents to be uploaded

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

5. Short listing of Bidders for Financial Bidding Process :

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

6. Opening of the Financial Bids :

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

7. Tender Schedule (Key Dates) :

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

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

C. Terms and Conditions For Online-Payments

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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.

Signature of Contractor.**No. of Corrections****Executive Engineer,
P. W. Division , Jalgaon.**

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.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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.

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

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. 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.

Signature of Contractor.**No. of Corrections****Executive Engineer,
P. W. Division , Jalgaon.**

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Cost of bidding documents & BID SECURITY) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
 - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit.
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information :

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

Signature of Contractor.

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Executive Engineer,
P. W. Division , Jalgaon.

the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

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

Payment Gateway Disclaimer :

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

3.00 EARNEST MONEY :

- (i) Earnest money of minimum **Rs.150000/-** shall be paid via online using NEFT/RTGS or payment gateway mode.
After Tender opening, the EMD 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.
- (ii) Document Tender Fee and EMD to be paid via online mode only, from Bidders own bank account, payment made from other than bidder bank account will not be allowed. EMD exemption Certificate shall not allowed vide GR.No. सीएटी /०६/२०१४ /प्र. .२४२ / इमारती-२, मंत्रालय मुंबई दिनां २४/२/२०१६..
- (iii) 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.

4.4 Bids from- Joint Venture will not be Acceptable.

4.4 SECURITY DEPOSIT

The total Security Deposit to be paid shall be **1 % (One percent) (Rs. 247000/-)** of amount put to tender.

The successful tenderer shall have to pay half of the Security Deposit preferably in the form of FDR/ National Saving Certificate or in the form of Bank Guarantee (In the form as prescribed by Govt.) from any Nationalized / Scheduled Bank in favour of **Executive Engineer, Public Works Division , Jalgaon** 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 be deposited within ten days (including Government holidays) of the acceptance of the tender and the remaining fifty percent will be recovered from the Running Bills at the rate as specified in the tender form, on the cost of work as per C.S.R. prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be 1 % of the cost of work, worked out as per S.S.R. 2026-2027.

Initial Security Deposit may be in F.D.R./ N.S.C./ Bank Guarantee form in format 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.

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दिनांक 29.01.2019 शासन निर्णय परिच्छेद 2.8 मध्ये सुरक्षा ठेव रक्कम (Security Deposit) बाबत नमूद केले आहे. संदर्भ क्र. ४ वरील शासन निर्णयानुसार कामातील उणीवांच्या दुरुस्तीचा कालावधी (Defect Liability Period) निश्चित करण्यात आलेला आहे. उणीवांच्या दुरुस्तीच्या कालावधीत वाढ करण्यात आल्याने सुरक्षा ठेव रक्कम कंत्राटदारास परत करण्याबाबत खालील प्रमाणे सूचना देण्यात येत आहेत. सूचना संदर्भ ४ च्या शासन निर्णयाच्या दिनांकापासून लागू राहतील.

- १) दोष दायित्व कालावधी पूर्ण झाल्यानंतर कामाची गुणवत्ता तपासणी करून संपूर्ण सुरक्षा ठेव रक्कम परत करावी.
- २) दोष दायित्व कालावधी दोन वर्षापेक्षा जास्त असल्यास, काम पूर्ण झाल्यापासून दोन वर्षांच्या कालावधीनंतर एकुण सुरक्षा ठेव रकमेच्या ९० टक्के रक्कम कंत्राटदारास परत करावी व १० टक्के रक्कम कोणत्याही राष्ट्रीयकृत बँकेचा डीडी / एफडीआर/ बीजी च्या स्वरूपात घ्यावी व त्याचा कालावधी निविदेनुसार दोष दायित्व कालावधी संपल्यानंतर एक महिना कालावधीपर्यंत असावा. दोष दायित्व कालावधी पूर्ण झाल्यानंतर कामाची गुणवत्ता तपासणी करून सदरची रक्कम परत करावी.

4.5 A)Condition of payment of performance security deposit (as per Government Resolution Public Works Department No. CAT/2017/Pra.Kra-8/Bldg.2/dated 03/09/2018 and dated 26/11/2018) if the quoted offer by the tenderer is below the estimated rates.

In case the tenderer offers the rates lower than estimated rates, the tenderer will have to pay additional performance security deposit in the form of FDR/ Bank Guarantee/ Demand Draft (Valid for Minimum One months from the date of Completion of DLP) / Bank Guarantee drawn on Nationalized/ Schedule bank in favor of **Executive Engineer Public Works Division , Jalgaon** payable at **Jalgaon**, of the amount as described below. The original FDR/ Bank Guarantee/ Demand Draft should be submit in the office of the **Executive Engineer Public Works Division Jalgaon** in sealed envelope super scribed with name of work and Notice No., e-tender No., within **Eight days** from the date of opening of the tender. (i.e. Envelope)

- 1) If the quoted offer by the tenderer is Less than 1% (One percent) below the estimated rates then the tenderer need not submit the additional performance security deposit.
- 2) If the quoted offer by tenderer is 1% (one percent) to 10% (ten percent) below the estimated rates then the tenderer should submit a FDR/ Bank Guarantee/ Demand Draft t for the amount of 1% (One percent) of cost put to tender.

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- 3) If the quoted offer by tenderer is more than 10% (Ten percent) to 15% (Fifteen Percent) below estimated rates then, the tenderer should submit a FDR/ Bank Guarantee/ Demand Draft for the amount of 1% (One percent) of cost put to tender **PLUS** the amount by which the offer exceeds below 10% (Ten percent). (e.g. if the quoted offer of the tenderer is 14% (Fourteen percent) below then the tenderer should submit a FDR/ Bank Guarantee/ Demand Draft of 1% (One percent) of cost put to tender **plus** 4% (Four percent) (14% - 10%) of the cost put to tender i.e. **total of 5%** (Five percent) of estimated cost of tender.
- 4) If the quoted offer by tenderer is more than 15% (fifteen percent) below estimated rates then, the tenderer should submit FDR/BG/DD for the amount of 2 (two) times of percentage exceed above 15% quoted offer plus amount of FDR/BG/DD as per condition No.3 (eg.if the quoted offer of the tenderer is 19% (Nineteen percent) below then the tenderer should submit FDR/BG/DD of 1% (one percent) of cost put to tender (for upto 10% below) plus 5% (Five percent) (15%-10%) of the cost put to tender plus 8% (19%-15%=4%x2 = 8%) of the cost put to tenderer i.e. total of 14% (Fourteen percent) of the cost put to tender.

If the tenderer quoting offer below the estimated rates does not submit the FDR/ Bank Guarantee/ Demand Draft in the office of the **Executive Engineer Public Works Division Jalgaon**, within stipulated period or submits the false documents FDR/ Bank Guarantee/ Demand Draft, in such case Earnest Money of the tenderer shall be forfeited to the Government and the registration of the contractor shall be suspended for one year.

- A) Payment of Security Deposit by Bank Guarantee and Online Bank Guarantee Verification:- (Govt. Resolution Marathi No.COM-2020/Pra.Kra.14/Sanganak, Dt.14/01/2021)
- I) If the Contractor wishes to Deposit security deposit/ Additional performance Security by bank Guarantee, after tender approval it is mandatory for Contractor to verify the Bank Guarantee by paying verification fees of Rs.1000/-+ GST Through the link Provided below before issue of work order.

<https://onlinebg.emahapwd.com>

ऑनलाईन eBG Verification प्रणालीमध्ये ञ र्ज करतांना प्रत्येक Bank Guarantee करीता ञ र्जदारास रु.1000/- + GST कर ञ से शुल्क भरावे लागतील. कंत्राटदारास उपरोक्त शुल्क Debit Card, Credit Card, Net Banking ञ थवा RTGS व्दारे शुल्क भरता येतील

- II) Contractor(L-1) will have to pay necessary stamp duty as per contract value at prevailing rate and submit the challan of the paid stamp duty to Executive Engineer , PWD , Jalgaon, while entering into the contract.

(Ref - महसुल व वन विभाग, महाराष्ट्र शासन,(शासन परिपत्रक क्रमांक: मुद्रांक-2020/ ञ नौ.क्र.01-2016/प्र.क्र.218/म.-1 (धोरण) दिनांक 18/03/2021)

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- 4.6 In the event of failure of the tenderer to pay 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 **90 days (Respectively as per GR No.CAT-2017/Pra.Kra-8/Building-2, Dated 27/09/2018 (Marathi))** days of the date of opening of **Envelope (financial bid)**. The tenderer shall have the option (to be intimated in writing in good time before the expiry of **90 days (Respectively as per GR No.CAT-2017/Pra.Kra-8/Building-2, Dated 27/09/2018 (Marathi))** 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 **90 days (Respectively as per GR No.CAT-2017/Pra.Kra-8/Building-2, Dated 27/09/2018 (Marathi))** days from the date fixed for opening of envelope . (financial bid) and thereafter until it is withdrawn by the tenderer by notice in writing as per condition No. 2 of the Memorandum.
- 4.7 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.
5. 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.
6. In case there is difference between amount written in figures and words, the **Lower offer** will be taken as **Final**.

7. **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.

- 7.A) **TDS OF GST**
Necessary TDS of CGST/SGST/IGST shall be deducted from bills as per prevailing rates of GST Department

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7.1 Goods and Service Tax

The rate of item in Schedule- B (BOQ) of NIT are exclusive of GST. GST shall be payable on the accepted contract value at prevailing rate separately. Contractor Shall quote his rates excluding GST.

The Goods and Service Tax @ 2% or at the rate amended from time to time or as intimated by the finance Department or Goods and Service Tax authority shall be deducted from Bill Amount whether measured advance payment of secured advance.

7.2 INSURANCE (AS PER SSR 2026-2027)

i) The contractor shall produce the work insurance policy, the same will be reimbursed to the contractor. If contractor fails to produce the work insurance policy, Concerned Executive Engineer shall recover one Percent of the total contract amount from the first Running Account Bill.

ii) If completion period of work is Extended, then period of work Insurance must be renewed/ extended as per requirement

7.3 Royalty Charges :

As per instructions issued vide P.W.D. Government of Maharashtra Resolution of Revenue and Forest Department No. Gaukhani-10/ 0220 / CR-39/ Kh (2) dated 04.06.2021 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 of respective items or actual and shall be recovered.

The contractor has to pay these charges directly to Revenue Department and original challans, permission documents shall be produced to concerned Executive Engineer, If contractor fails to produce these original documents the royalty charges shall be recovered from contractor's bill.

7.4 Building and other construction workers 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 vide Industries & Power Dept. No. BCA-2009/CR-1008/Labour 7A Dated 17/06/2010 will be deducted from bill amount whether measured bill, advance payment or secured advance.

7.5 Contractor shall submit a certificate to the effect that "All the payments to the Labour / Staff are made in bank accounts of staff lined to unique identification Number (AADHARCARD)"

7.6 Tender Percentage for Roylty ,Testing charges and Man power

While preparing D.T.P the Schedule "B"/BOQ amount shall be divided as(A) work Portion and (B) ,Roylty harges,Testing charges and Man power for Dept.

For B-1 tender the Percentage shall be applied to work portion. (A) only.

For B-2 tender the Rate of item shall be applied to work portion. (A) only.

In above both case the part "B"of schedule B/BOQ will be intact.

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8. TENDERING PROCEDURE

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

8.2 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 ,Jalgaon** for elucidation as soon as possible.

8.2a Special Condition :- Plantation of Trees at Road side.

Contractor Should plant 100 trees अंबा (Mango), वड (Baniyan), पिपळ (Pipal), चिंच (Tamarind), निम (Neem) of about 5 Feet Height within 15 Days from the issue of work order on both sides of Road as directed by Engineer in Charge. And look after (conserve) trees is plated until the end of defect liability period (DLP) of the contract. If Contractor fails to do so an amount of 50000/- Shall be deducted from his 1st Running Account Bill

8.2b Contractor Should Submit original Asphalt Challan purchase from Government undertaking Refineries along with concerned Running Bill of Contract other wise Bill will not be Paid.

8.2.c) INTIGRITY PACT

Successful bidder shall have to submit Intigrity pact in prescribed format (Annexure-A) along with initial Security Deposit.

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8.3 Manner of Submission of Tender and its Accompaniments :

8.4 (A) ENVELOPE NO. 1 : (DOCUMENTS)

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

- 8.4.1 Scan copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- 8.4.2 The Cost of Bidding Documents and Bid Security (EMD) will be paid via online mode. This payment of this shall be made only from the authorized bank account of the bidder and bidder shall upload the scanned copy of Screen shot of such payment made online.
- 8.4.3 Scanned from original copy of valid GST registration certificate from Maharashtra Goods and Service Tax Department.
- 8.4.4 Scanned Copy of Details from original works tendered for and in hand with the value of the work unfinished on the last date of submission of tender. The Statement from the Heads of the Officers under whom the works are in progress should be uploaded. **(As per Statement No.I on page No.32)**
- 8.4.5 Scanned copy of detailed cost of works executed during last Five years with the value of the work unfinished, supported by the certificate issued from Head of the Officers under whome the works are executed should be uploaded.
- 8.4.6 Scanned Copy from original of the List of owned/Hired Machinery available with the tenderer for use on this work and list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed to be procured. **(As per Statement No.II on page No.33)**
- 8.4.7 Scanned Copy from original of details of work a) Three similar type of work of 40% magnitude of each or b] Two similar type of work of 50% mangnitude of each or c) One similar type of work of 80% magnitude of work @ price level 2026-2027 commenced and completed carried out by the contractor during last Five years i.e. 2021-2022, 2022-2023, 2023-2024,2024-2025 and 2025-2026. **(As per Statement No.III on page No.34)**
- 8.4.8 Scanned from original copy of List of Technical Persons /employee with their qualification & experience. **(As per Statement No.IV on page No.34)**

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- 8.4.9 The tenderer should enclose a scanned copy of original an affidavit by Notary or Before Executive Magistrate on Rs.100/- Stamp regarding completeness, correctness and truthfulness of documents. . as per prescribed Proforma given on page No.37. Any documents found fake then contractor will be solemnly responsible (Authority :- शासन परिपत्रक क्रमांक सीएटी/2018/प्रक्र.127/इमा-2/मंत्रालय मुंबई दिनांक 28/11/2018)
- 8.4.10 Scanned from original copy of Registration of firm, Partnership Deed and Power of Attorney, in case of a firm tendering for work.
- 8.4.11 Reports on the financial standing of the Bidder, such as profit and loss statements and auditor"s reports for the past **Five years** ;
- 8.4.12 The Distance of hot mix plant shall be at such location that specified temperature of hot mix material is maintained, and for locating hot mix plant due consideration be given to road condition, traffic intensity, travelling time etc. Or within 60 km. from the center of the Work site. Contractor shall enclosed scan copy of verification certificate of Concerned Deputy Engineer / Executive Engineer regarding plant location. (as per Page No.39)
- 8.4.13 The tenderer should enclose a scanned copy of valid certificate of Assistant Chief Engineer (Mech.) stating that the Modern drum mix plant, self propelled Mechanical paver finisher and Vibratory Rollers are as per the M.O.R.T. & H. specification 2001 (4th revision)
- 8.4.12 Additional Conditions to be incorporated in Tender documents at appropriate clauses. (As per G.R.No. संकीर्ण-२०२१/प्र.क्र.५४/इमारती-२/ दिनांक ०७/12/2023)

A) Bid Capacity

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

B) Technical Personnel Deployment

Bidders shall fill the relevant information of key persons and Technical Staff available with him in the formats and fields specified on "bidcap.emahapwd.com" Portal. out of the total key persons and Technical staff available with bidder: shall Upload the staff he desires to deploy for this work. This statement shall be downloaded from portal "bidcap.emahapwd.com". Bidder shall upload this QR based statement downloaded on or before two days of submission.

If this certificate is not uploaded then tender shall be treated as non responsive.

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8.4.14 :- QUALIFICATION CRITERIA :

To qualify for award of the contract each tenderer should satisfy following criteria :

A) Achieved minimum financial turnover (in all class of Civil Engineering construction works only) of **Rs.184.90 Lakh** at price level of **2026-2027 during One year of last Five years i.e. 2021-2022, 2022-2023, 2023-2024,2024-2025 and 2025-2026.** (information to be given only in proforma of Statement NO.V on **Page No.35**) Annual Financial Turnover Shall be certified by Chartered Account. Original certificate to this effect should be scanned and upload.

B) Satisfactorily completed as a contractor work **of a) Three similar type of work of 40% magnitude of each or b] Two similar type of work of 50% mangnitude of each or c) One similar type of work of 80% magnitude of work @ price level 2026-2027 during last Five years it should have been commissioned and completed during last Five years i.e. 2021-2022, 2022-2023, 2023-2024,2024-2025 and 2025-2026** (information to be given only in Statement No. III on **Page No.34**)

Note :- i) Certificates of Similar works executed ii) Work done ii) Work in Hand and Quantities of showing items specified as mentioned in the qualification criteria, duly signed and issued by the concern Executive Engineer will only be considered. Certificates required for Qualification Criteria submitted on letter heads of contractor will not be considered for opening of Envelope in the Tender.

C) Contractor Shall satisfactorily executed in any one year of last Five years **2021-2022, 2022-2023, 2023-2024,2024-2025 and 2025-2026)** following minimum quantities of work (Information to be given in proforma of Statement No.VI on **page No.35**)

Note :- i) Certificates of Similar works executed ii) Work done ii) Work in Hand and Quantities of showing items specified as mentioned in the qualification criteria, duly signed and issued by the concern Executive Engineer will only be considered. Certificates required for Qualification Criteria submitted on letter heads of contractor will not be considered for opening of Envelope in the Tender.

i)	75/50mm MPM	2730.00 Square Metre
ii)	20 mm OGP Carpet	3990.00 Square Metre
iii)	Dry Lean Cocrete	198.00 Cubic Metre
iv)	M-10 and Above	11.00 Cubic Metre
v)	White Topping	396.00 Cubic Metre

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- d) Each contractor should further demonstrate availability of the following key and critical equipment's at Sr. No. from (1) to (11) for this work and should be in his possession at the time of submission of tender. If the documentary proof of ownership of following machinery are not submitted in Envelope No.1, the said Tenderer's envelope will not be opened.

To be uploaded in Envelope no. 1

QUESTIONNAIRE ON MODERN MACHINERY :-

Proforma for information regarding availability / Procurement of machinery required for this work. Proof Ownership / Hire of Following Machinery should be submitted

Sr.No	Name of Machinery	Minimum Number of units
1	Modern Asphalt Batch Mix Plant having minimum Capacity of 80 TPH with SCADA OR Drum Mix Plant having minimum capacity of 40 to 60 or 80 to 100 TPH with SCADA	Owned / Hired or Bidder shall upload the scanned copy of original purchase order with payment of minimum Rs.50 lakhs to the manufacture / Dealer for purchase of Batch Mix Plant OR Owned / Hired (The plant must be within 60 km from centre of work site . Shifting of plant not allowed)
2	Mechanical Paver Finisher	1 Number Owned / Hired
3	Mechanical Bitumen Sprayer	1 Number Owned / Hired
4	Vibratory Road Roller	1 Number Owned / Hired
5	Static Roller 8 to 10 Tonne / smooth wheeled Power roller.	1 Number Owned / Hired
6	Tippers / Truck / Tractors	1 Number Owned and 1 Number Hired
7	Water Tanker (5000 Liters)	1 Number Owned / Hired
8	The contractor shall use Ready Mix Concrete (RMC) from an ISO certified plant only. The plant must have a computerized batching system and the contractor must provide all test reports (slump test, cube test) as per IS 456 and IS 4926 standards.	1 Number Owned
9	Sand screening cum washing unit electrically or diesel operate of 4/6 cubmtr. per hours capacity.	1 Number Owned / Hired
10	Cup Lock Scaffolding	25 Number Owned / Hired
11	Centering Plates	500 Square Metre Owned/ Hired
12	Transit Mixer	2 Number Owned

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(E) INFORMATION REGARDING KEY TECHNICAL & ADMINISTRATIVE PERSONNEL.

Sr.No.	Personal	Qualification	Contractor Packages Size		
			Up to Rs.30 Crores	Above Rs.30 & Upto Crores	Rs.50 Crores and above
1	Project Manager	BE Civil 5 Year Experience OR Di.p Civil 10 Years Experience	1 No.		
2	Site Manager	BE Civil 3 Year Experience OR Di.p Civil 5 Years Experience	1 No.		
3	Quantity Surveyor	BE Civil 3 Year Experience OR Di.p Civil 5 Years Experience	1 No.		
4	Quality Control Engineer	BE Civil 3 Year Experience OR Di.p Civil 5 Years Experience	1 No.		
	Total		4		

Note No.1) Financial turnover and cost of completed works of previous year shall be given linear weightage of 10 % per year on rupee value to bring them at **2026-2027** price level

Note) The necessary certificates as mentioned in qualification criteria at Sr.

No. a, b, and c are required to be obtained from the officer not below the rank of Executive Engineer / Divisional Accounts Officer. in original only.

Note No.3) Signature of the officer checking / issuing requisite certificate should bear the name of concerned officer.

Note No.4) All these statements/form shall be filled in and signed properly and correctly. If these forms are found incomplete or unfilled or wrongly filled, contractor's envelope (Financial Bid) will not be opened.

F) Availability for this work of one Project manager for this work with not less than 10 years Experience of similar type of work (Information to be submitted in **Statement No. IV on Page No.34**)

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

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$$\text{Assessed Available Bid Capacity} = (A \times N \times 2) - B$$

Where

A = Maximum value of Turnover civil Engineering works executed during the last Five years (updated **2026-2027** price level) taking into account the completed as well as completed part portion of work in progress.

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

B = Value of **2026-2027** price level of existing commitments and on going works to be completed during the next **12 months** (Period of completion of the works for which bids is invited)

Note : The statement showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the officer not below the rank of an Executive Engineer / Divisional Accounts Officer.

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.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

8.4 (B) ENVELOPE NO. 2: TENDER: (Financial Bid)

Refer to Section Schedule of online tendering procedure **at Sr. No.1.3**

8.4(C) SUBMISSION OF TENDER :

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

8.4(D) OPENING OF TENDERS :

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

1) ENVELOPE NO.1 : (Documents)

First of all **Envelope No. 1** of the tender will be opened **online** to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's **Envelope (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.

1a) Evolution Committee:-**i) Work Above 1 Crore to 100 Crore**

1	Superintending Engineer	President
2	Executive Engineer, / Deputy Engineer of VQCC or Concern Assistant Superintending Engineer	Member
3	Concerned Executive Engineer	Member
4	Concerned Dy. Executive Engineer	Member
5	Concerned Account Officer	Member

संबंधित विभागाचे लेखाधिकारी सर्व समितीचे सदस्य असतील व त्यांनी आर्थिक विश्लेषण पुर्णपणे तपासणे अनिवार्य राहिल

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

2) ENVELOPE : (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 fulfil the Qualifying Criteria. The tendered rates, Percentage above or below the estimated rates quoted shall sealed and intimated to contractor through e-mail.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. TENDER ACCEPTANCE :

Acceptance of tender will rest with the committee of **Superintending Engineer, Public Works Circle, Jalgaon** 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.

1a) Tender Acceptance Committee:-**ii) Work Above 1 Crore to 2.50 Crore**

1	Superintending Engineer	President
2	Concerned Executive Engineer	Member
3	Concerned Account Officer	Member

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

8.9 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.

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

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

8.12 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.

8.13 All pages of tender documents, specifications corrections slips etc. shall be initialed by the tenderer. The tenderer should bear full signature of the tenderer or his authorized power of attorney holder in the case of firm.

8.14 VALIDITY PERIOD :

The offer shall remain open for acceptance for minimum period of **90 days** (Respectively as per GR No.CAT-2017/Pra.Kra-8/Building-2, Dated 27/09/2018 (Marathi) from the date of opening of Envelope (financial bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority. (refer to memorandum on **Page No. 51 to 53** of B-1 form chapter).

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

9. The contractor will have to sign the original 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.
10. 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 the form of corrigendum by letter or / and by notice in News Papers as may be considered suitable.
11. The tender submitted by the tenderer remain valid for a period of **90 days (Respectively as per GR No.CAT-2017/Pra.Kra-8/Building-2, Dated 27/09/2018 (Marathi))** days from the date of opening of envelope (financial bid). Tenderer also see para 2 of General Rules etc. of contract form.
12. The contractor(s) whose tender is accepted is required to note that no foreign exchange will be released by the Department.
13. The Tenderers, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summarily rejection.
14. Right to reject any or all tenders without assigning reason therefor is reserved. The acceptance of the tender lies with the **Superintending Engineer, Public Works Circle, Jalgaon / Executive Engineer, P.W. Division , JALGAON.**
15. The e-tender Notice shall form part of the tender agreement.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

16 Instruction to Contractor :

- 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.
- 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.
- 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.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

ADDITIONAL CONDITIONS

1. सर्व किंमतीच्या (ई) निविदेसोबत जोडलेली (अपलोड केलेली) सर्व कागदपत्रे खरी असल्याबाबतचे प्रतिज्ञापत्र (परिशिष्ट -1) 100/- रुपयाच्या स्टॅम्प पेपरवर लिफाफा क्र.1 मध्ये जोडणे कंत्राटदारास बंधनकारक करण्यात येत आहे.
निविदेतील लिफाफा क्र.1 मध्ये तसेच निविदा मंजुरी व नंतर देयके अदा करतांना जोडलेली कागदपत्रे खोटी व बनावट असल्याची बाब निविदा उघडल्यानंतर निदर्शनास आल्यास कंत्राटदार पूर्णपणे जबाबदार राहतील. सा.बां. विभागाचे अधिकारी जबाबदार असणार नाही.
2. निविदा लिफाफा क्र.1 उघडल्यानंतर कंत्राटदाराने निविदेसोबत जोडलेल्या कागदपत्रातील कोणतीही कागदपत्रे खोटी असल्याचे आढळून आल्यास संबंधीत कंत्राटदार यांचा लिफाफा क्र.2 न उघडता सदर कंत्राटदाराची निविदा अपात्र ठरविण्यात येईल. संबंधीत कंत्राटदार नोंदणीकृत असल्यास त्यास काळ्या यादीत टाकण्याची प्रक्रिया विहित नियमानुसार कंत्राटदारास स्पष्टीकरण देण्याची संधी देण्याची नोटीस देवून व त्यांचे स्पष्टीकरण विचारात घेवून व त्यास अंतिमतः काळ्या यादीत टाकणेचा प्रस्ताव शासनास सादर करण्यात येईल. कंत्राटदार नोंदणीकृत नसल्यास सदर प्रकरणात न्यायालयात कॅवेट(Caveat) दाखल करून व कंत्राटदारास 15 दिवसांची नोटीस देवून त्यावर कंत्राटदाराचे उत्तर प्राप्त करून छाननी अंती कंत्राटदारास काळ्या यादीत टाकणेचा प्रस्ताव शासनास सादर करण्यात येईल.
3. निविदा स्विकृती पूर्वी निविदेसोबत जोडलेल्या कागदपत्रात कार्यारंभ आदेश स्तरावर व ते निर्गमित केल्यानंतर अथवा निविदा कालावधी, दोषदायित्व कालावधी व पत्र व्यवहार यात व देयक अदा करतांना कोणतीही कागदपत्रे खोटी असल्याचे आढळून आल्यास संबंधीत अभियंता यांनी भा.दं.वि. सं. अंतर्गत कंत्राटदाराविरुद्ध फौजदारी गुन्हा दाखल करण्याची कार्यवाही तातडीने करण्यात येईल.
4. शासनाने रु.150/- लक्षपेक्षा जास्त रकमेच्या निविदांसाठी कंत्राटदाराच्या नोंदणीची अट काढून टाकलेली असल्यामुळे सदर बाबतीत निविदा सादर करणाऱ्या कंत्राटदार, व्यक्ती, भागीदारी संस्था, संस्था चालक, कंपनी व्यवस्थापक इ. विरुद्ध संबंधीत कार्यकारी अभियंता यांनी भा.दं.वि. सं. अंतर्गत कंत्राटदाराविरुद्ध फौजदारी गुन्हा दाखल करण्यात येईल.
5. सा.बां.विभागात निविदेसोबत जोडलेल्या बऱ्याचश्या कागदपत्रांची तपासणी महालेखापालांचे स्वतंत्र प्रतिनिधी म्हणून निविदा लिपीक, विभागीय लेखाधिकारी, उप कार्यकारी अभियंता तसेच कार्यकारी अभियंता यांचेकडून केली जाते. यामध्ये निविदेसोबत जोडलेल्या खोट्या कागदपत्रांसंदर्भात संपूर्णपणे निविदा सादर करणारे कंत्राटदार जबाबदार राहतील. त्यास सार्वजनिक बांधकाम विभागाचे निविदा छाननी करणारे अधिकारी जबाबदार राहणार नाहीत.
6. निविदा स्विकृती कार्यकारी अभियंता, अधीक्षक अभियंता, मुख्य अभियंता तसेच शासन स्तरावरील विविध समित्या यांच्या स्तरावर केली जाते. निविदा स्विकृती नंतर कंत्राटदाराने सादर केलेली कागदपत्रे खोटी आढळल्यास त्यासाठी संबंधीत निविदा स्विकृत करणारे अधिकारी/ समिती जबाबदार राहणार नाही. खोट्या/ बनावट कागदपत्रांसाठी कंत्राटदार जबाबदार राहतील व त्यांचेवर भारतीय दंड विधान संहितेनुसार कार्यकारी अभियंता हे कंत्राटदारावर फौजदारी गुन्हा दाखल करतील.
7. कार्यारंभ आदेश दिल्यानंतर कंत्राटदारांमार्फत सादर होणाऱ्या देयकासोबत जोडण्यात आलेली कागदपत्रे खोटी आढळल्यास त्यासाठी संबंधीत कंत्राटदार भारतीय दंड संहितेच्या विविध कलमाप्रमाणे कारवाईस पात्र राहतील. अश्या निविदेतील कामे प्रारंभिक स्तरावर असल्यास निविदा रद्द केली जाईल व कंत्राटदारास उपरोक्त प्रमाणे काळ्या यादीत टाकण्यात येईल व वरिलप्रमाणे कार्यवाही करण्यात येईल.
8. निविदा अंतिम करतांना दोषदायित्व कालावधीत मुळ निविदा व त्यानंतरचा पत्र व्यवहार, कंत्राटदाराची देयके व त्यासोबतची साहित्य खरेदीची व अन्य बाबींची पूर्तता कागदपत्रे, चाचणी अहवाल इ. गुणवत्ताविषयक कागदपत्रे बनावट आढळल्यास त्यास कंत्राटदार संपूर्णतः जबाबदार राहिल. यासाठी सा.बां.विभागाचे अधिकारी/कर्मचारी तसेच विभागीय लेखाधिकारी जबाबदार असणार नाहीत.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division, Jalgaon.

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 12 (Twelve) 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
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** enclosed in envelope No.1 duly signed.
 - 2) The documentary proof of work in hand/ works tendered for should be submitted in original only.

Signature of Contractor.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

STATEMENT - II

STATEMENT SHOWING THE DETAILS OF OWN /HIRE 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							

The contractor must own or Hire aforesaid machinery and be actually in his possession at the time of submission of tender.

Sr.No	Name of Machinery	Minimum Number of units
1	Modern Asphalt Batch Mix Plant having minimum Capacity of 80 TPH with SCADA OR Drum Mix Plant having minimum capacity of 40 to 60 or 80 to 100 TPH with SCADA	Owned / Hired or Bidder shall upload the scanned copy of original purchase order with payment of minimum Rs.50 lakhs to the manufacture / Dealer for purchase of Batch Mix Plant OR Owned / Hired (The plant must be within 60 km from centre of work site . Shifting of plant not allowed)
2	Mechanical Paver Finisher	1 Number Owned / Hired
3	Mechanical Bitumen Sprayer	1 Number Owned / Hired
4	Vibratory Road Roller	1 Number Owned / Hired
5	Static Roller 8 to 10 Tonne / smooth wheeled Power roller.	1 Number Owned / Hired
6	Tippers / Truck / Tractors	1 Number Owned and 1 Number Hired
7	Water Tanker (5000 Liters)	1 Number Owned / Hired
8	The contractor shall use Ready Mix Concrete (RMC) from an ISO certified plant only. The plant must have a computerized batching system and the contractor must provide all test reports (slump test, cube test) as per IS 456 and IS 4926 standards.	1 Number Owned
9	Sand screening cum washing unit electrically or diesel operate of 4/6 cubmtr. per hours capacity.	1 Number Owned / Hired
10	Cup Lock Scaffolding	25 Number Owned / Hired
11	Centering Plates	500 Square Metre Owned/ Hired
12	Transit Mixer	2 Number Owned

- 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 enclosed in envelope No.1 duly signed.
 - 2) The documentary proof of having own machinery should also be scanned and submitted with this statement in original only.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

STATEMENT - III
STATEMENT SHOWING THE DETAILS OF ONE WORK OF SIMILAR
TYPE AND MAGNITUDE CARRIED OUT BY THE CONTRACTOR
DURING LAST FIVE YEARS.

(i.e. 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026)

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 : 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 **enclosed** in envelope No.1 duly signed. The documentary proof of similar type of work done and magnitude should also be **scanned** and submitted with statement in original only.

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	Remarks
1	2	3	4	5	6	7	8
SAMPLE FORM							

Note : 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** enclosed in envelope No.1 duly signed. The documentary proof of his Technical persons should also be **scanned** and submitted with this statement in original only.

Signature of Contractor.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

STATEMENT - V

**STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL
ENGINEERING CONSTRUCTION WORKS DURING LAST FIVE YEARS.
NAME OF CONTRACTOR :**

Sr. No	Name of work	Amount put to tender / tendere d cost.	Agree ment No.	Date of comm encem ent	Amount of work done during each of last Five years					Amount of work still remaining to be executed.	Remarks
					2021-22	2022-23	2023-24	2024-25	2025-26		
1	2	3	4	5	6	7	8	9	10	11	12

Out ward No. and date of certificate issuing authority:

Note : 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 enclosed in envelope No.1 duly signed. The documentary proof of work done with whom contractor executed should also be scanned and submitted with this statement in original only.

STATEMENT - VI

**STATEMENT SHOWING QUANTITIES OF WORK EXECUTED IN ANY ONE YEAR
DURING LAST FIVE YEARS.**

NAME OF CONTRACTOR :

Sr. No.	Year				Rema rks.
1	2	3	4	5	6
	2021-2022				
	2022-2023	SAMPLE FORM			
	2023-2024				
	2024-2025				
	2025-2026				

Out ward No. and date of certificate issuing authority:

Note : 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 enclosed in envelope No.1 duly signed. The documentary proof of Quantity executed with whom work executed should also be scanned and submitted with this statement in original only.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

**On stamp of Rs. 100/- The agreement should be attested (Affidavit) by
Notary or Executive Magistrate.**

AGREEMENT

An Agreement for hire of **(Machinery As per Statement No.II)** for execution of asphaltting road agreement made on ----- Two
Thousand

BETWEEN AND

Whereas :-

The second Party intends to submit his tender for the work of government. Where in the use of **(Machinery As per Statement No.II)** for asphaltting is made obligatory on the party of the intending tenderer for submission of the fleet of such requisite machinery. He intends to seek it from the first party on hire who is already in possession of above machinery. The first party will make the machinery available to the second party at any time as per his requirement and as per terms and conditions entered hereinafter as under.

The second party shall have to pay the hire charges for the use of the said machinery on his contracted work on plant hour basis at the rate mutually agreed upon from time to time during the currency of the contract.

This agreement is made for the work of ----- Also we are submitting the papers for **(Machinery As per Statement No.II)** along with the bond.

Signed and delivered by
within named as party
1,2 in the presence of

Signature
Party 1
Party 2

- 1) -----
- 2) -----

AFFIDAVIT
(On Rs. 100/- Stamp Paper)
(Separate for Each Work)

Name of Work : Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsole Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon

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

1. That I have submitted on line Tender for the work **Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsole Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon** (Name of Work) on portal <http://mahatenders.gov.in> of P.W.D.
2. That I have carefully gone through, read, thoroughly studied and understood all terms and conditions, specification included in the tender document (Tender Form, Detail Tender Notice, Conditions and Specifications common set of Deviations drawings etc.) I hereby accept all these conditions. I agree to abide by the terms and condition in the tender document and agree to execute the work as per terms and conditions, specifications laid down in the tender document.
3. That I have furnished EMD (Earnest Money Deposit) from the Bank Account in the name of my firm only.
4. I do hereby state on oath that the documents uploaded by in Envelope No. 1 of this tender are true, correct and bonafied. There are no errors and omissions in the uploaded documents.
5. I do hereby the state on oath that the value of work in hand (Value of B) is accurate on the date of submission of this tender. If in the future it is found wrong or misleading. I am liable for action under Indian Penal Code, if any papers are found false/ fraudulent during contract period and even after the completion of contract.
6. I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper / information submitted in Envelope No. 1.
7. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
8. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department ! Project implementing agency.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

9. I am neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification and other documents for the project or being proposed as Project Manager for the Contract.
10. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitting by my staff, subletting company or by myself. I will be liable for action under Indian Penal Code.
11. I am liable for action under Indian Penal Code if any paper are found false/ fraudulent during contract period and even after the completion of contract (Finalisation of Final Bill)
12. I / We hereby solemnly agree that, I/ We have willingly entered into the contractor with Public Works Department, Government of Maharashtra for the work of **Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsolli Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon** (Name of Work) for the said work, I/ We am / are buying the required quantity of asphalt having stipulated specifications from the refinery of IOC / HP / BP. I / We am / are also aware of the fact that after receiving the said quantity of asphalt from the refinery, it is mandatory upon me to deposit the original copy / copies of challan of asphalt in the office of Executive Engineer in charge of the work or his authorized officer. I / we also agree that if I fail to produce sufficient documentary evidence i.e. original copy / copies of challan for the purchase of asphalt. I will be totally held responsible for this non compliance and in such a case I will be responsible for any actions which the department may deem fit to impose on me / us or legal proceedings as per prevailing law.

Hence this Affidavit.

Place :

Date :

Contractor

Signature of

Firm)

(Signed by an Authorized Officer of the

[The Bond of the above Affidavit should be submitted on a Rs. 100/- Non Judicial Stamp Paper and it shall be notarized along with the Tender fees's D.D. / Pay Order & EMD.]

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

प्रतिज्ञा पत्राचा नमुना

FOR B.T. WORK

(रु.१००/- स्टॅम पेपर Affidavit by Notary or Executive Magistrate)

मी खालील सही करणार प्रतिज्ञा पत्र लिहून देतो की, -----

----- या कामासाठी माझा **Drum mix plant / Batch mix plant** अशा अंतरावर व स्थाळावर आहे की, कामाच्या जागेवर येणारे उष्ण मिश्रित मालाचे पसरविण्यासाठी व अंतिम दबाईसाठी तापमान **MORT & H, New Delhi (2001)** च्या मानकाप्रमाणे व शासन परिपत्रकात नमुद केलेल्या मानकाप्रमाणे राहिल.

अथवा

मी वरील कामासाठी वापरणार असलेला **Hot Mix type Drum mix plant / Batch mix plant** हा कामाच्या मध्यापासून 60.00 कि.मी.अंतराच्या आत आहे.

वरील अनुक्रमांक 1 मधील नमुद केलेल्या अटीचे उल्लंघन झाल्यास निविदा शर्त **Indian Contract Act, 1872** व **Indian penal code 1860** अन्वये दंडात्मक / खोटे प्रतिज्ञापत्रासाठी फौजदारी कार्यवाहीस पात्र राहिल.

दिनांक :-

(लिहून देणार)

ठिकाण :-

(-----)

साक्षीदार :-

१)

२)

पडताळणी पत्र

श्री./मे.----- यांनी सोबतच्या प्रतिज्ञा पत्रामध्ये (Affidavit) नमुद केलेल्या बाबीची प्रत्यक्ष पडताळणी केली असता अथवा खात्री केली आहे व नमुद केलेली माहिती बरोबर आढळली. सबब सदरचे हमी पत्र ग्राह्य धरण्यास हरकत नाही.

दिनांक :-

संबंधीत उपअभियंता/कार्यकारी अभियंता

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

**Supervising control and data acquisition for Bituminous and concrete works
(SCADA)
(TO BE INCLUDED IN ENVELOPE NO. 1)
STATEMENT NO. 2 'B' SHOWING DETAILS OF DRUM MIX PLANT REQUIRED
FOR THIS WORK**

1) DRUM MIX PLANT

Available with the tenderer for this work:

- a. Name of Manufacturer :
- b. Date of Purchase :
- c. Present location :
- d. Name of work on which deployed :
- e. Name and address of Engineer - in – charge
- f. Anticipated date of completion of work on which deployed. :

2) STATEMENT SHOWING DETAILS OF TRUCK / TIPPER available with the tenderer FOR THIS WORK

Details of TRUCK / TIPPER available with the tenderer for this work.

1. TRUCK / TIPPER

- a. Name of Manufacturer :
- b. Date of Purchase :
- c. Present location :
- d. Name of work on which deployed :
- e. Name and address of Engineer - in – charge
- f. Anticipated date of completion of work on which deployed. :

3) STATEMENT SHOWING DETAILS OF MECHANICAL SPRAYER AVAILABLE WITH THE TENDERER REQUIRED FOR THIS WORK (only owned or firm purchase order)

Details of MECHANICAL SPRAYER available with the tenderer for this work.

1. MECHANICAL SPRAYER:

- a. Name of Manufacturer :
- b. Date of Purchase :
- c. Present location :
- d. Name of work on which deployed :
- e. Name and address of Engineer - in - charge
- f. Anticipated date of completion of work on which deployed. :

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

4) STATEMENT SHOWING DETAILS OF PAVER FINISHER AVAILABLE WITH THE TENDERER REQUIRED FOR THIS WORK(only owned or firm purchase order)

Details of PAVER FINISHER available with the tenderer for this work.

1. PAVER FINISHER :

- a. Name of Manufacturer :
- b. Date of Purchase :
- c. Present location :
- d. Name of work on which deployed :
- e. Name and address of Engineer - in - charge :
- f. Anticipated date of completion of work on which deployed. :

5) STATEMENT SHOWING DETAILS OF STATIC ROLLER AVAILABLE WITH THE TENDERER REQUIRED FOR THIS WORK

Details of STATIC ROLLER available with the tenderer for this work.

1. STATIC ROLLER :

- a. Name of Manufacturer :
- b. Date of Purchase :
- c. Present location :
- d. Name of work on which deployed :
- e. Name and address of Engineer - in - charge :
- f. Anticipated date of completion of work on which deployed. :

6) STATEMENT SHOWING DETAILS OF VIBRATOR ROLLER AVAILABLE WITH THE TENDERER REQUIRED FOR THIS WORK

Details of VIBRATOR ROLLER available with the tenderer for this work.

1. VIBRATOR ROLLER :

- a. Name of Manufacturer :
- b. Date of Purchase :
- c. Present location :
- d. Name of work on which deployed :
- e. Name and address of Engineer - in - charge :
- f. Anticipated date of completion of work on which deployed. :

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

(On Stamp paper worth Rs. 100/-)

6.00 MODEL FORM OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT

In consideration of the Government of Maharashtra (herein 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 (herein after referred to as "the said Agreement") for _____ as security for due 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 in face those presents in the like sum of Rs. _____ (Rupees _____ only).

BANK/LIMITED registered in India under _____ Act and having one of our local Head office at _____ do here by:-

1. GUARANTEE TO THE GOVERNMENT :-

- (A) Due performance and observance by the Contractor of the terms and conditions on the part of the contractor contained in the said Agreement and
- (B) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, cost charges, penalties and expenses payable to the Government by the Contractor under or in respect to the said Agreement.
2. Undertake to pay to the Government on demand and without demur and not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any Court of tribunal relating thereto the said sum of Rs.- _____ (Rupees _____ only) or such less sum may be demanded by the Government from us, our liability hereunder being absolute and unequivocal and agree that.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

- 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 enforceable till all the dues of the Government under or by virtue of the said Agreement have been duly paid and it's claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully, properly carried out by the Contractor.
- (b) We shall not be discharged or released from the liability under this guarantee by reasons of
 - (i) Any change in the constitution of the bank of the Contractor, or
 - (ii) Any arrangement 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 and 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 herein under shall be joint and several with that of the Contractor as if we were principal debtors in respect of the said sum of Rs._____(Rupees _____ _only).
- (d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

IN WITNESS WHERE OF THE common seal of _____
 _____ has been herein affixed this
 _____ day of _____ 20. The common seal of
 _____ was pursuant to the resolution of the Board of Directors of the
 Company dated the _____ day of _____
 herein affixed in the presence of _____ who, in token
 thereof, have here to set their respective hands in the presence of.

(1) ----- (2) -----

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

7.0 DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have based my/our rates for this tender. The specifications, and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the **Executive Engineer, Public Works Division , Jalgaon.** or his duly authorised assistant, before starting the work and to abide by his decision.

Signature of Contractor.

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

CHAPTER IV
GENERAL DESCRIPTION OF WORK

NAME OF WORK : Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsoli Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon

Provisions :-

- 1 Clearing bushes, gutter, earthwork
- 2 Widening of Extg. Road with New WBM+BT Road
- 3 CD Works
- 4 Road furniture, sign boards
- 5 White Topping

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

FORM B-1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

DEPARTMENT : **PUBLIC WORKS DEPARTMENT**
 REGION : **PUBLIC WORKS REGION, NASIK**
 CIRCLE : **PUBLIC WORKS CIRCLE, JALGAON**
 DIVISION : **PUBLIC WORKS DN , JALGAON**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer, and signed by the Executive Engineer.

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

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

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
 P. W. Division , Jalgaon.

- 2(a).i) The contractor shall be pay along with the tender the sum of **Rs. 150000/- (Rupees One Lakh Fifty Thousand and paise nil only)** as and by way of earnest money via Online using NEFT/ RTGS OR payment gateway mode.
- ii) In the event of his tender being accepted, subject to the provisions of sub clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of Contract.
- iii) If, after submitting the tender, the contractor withdraws his offer, or modifies the same or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other right and power of the Government here under, or in law Government shall be entitled to forfeit the full amount of the earnest money deposited by him.
- iv) In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall, unless it is prior thereto forfeited under the provision of sub-clause (iii) above, refunded to him on his passing receipt therefore.
3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm by one of the partners or by some other person having authority to give official receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule "B" (memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates/Scheduled rates shall be named. Tenders which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

which contain any other conditions, of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one works but if contractor who wish to tender two or more works, they shall submit separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

5. The Superintending Engineer or his duly authorised Assistant 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 tender being rejected, the competent officer shall authorise the Treasury Officers Scheduled Bank concerned to refund the amount of earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose off the tender shall have the right of rejecting all or any of the tender.
7. No receipt for any payment alleged to have been made by contractor in regard to any matter relating to his 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 material to be supplied by 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 request the said office to have this done before he completes and delivers his tender.
9. All works be measured net by standard measure and according to the rules and customs of the Public Works Department and their rates shall be without reference to any local custom.

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

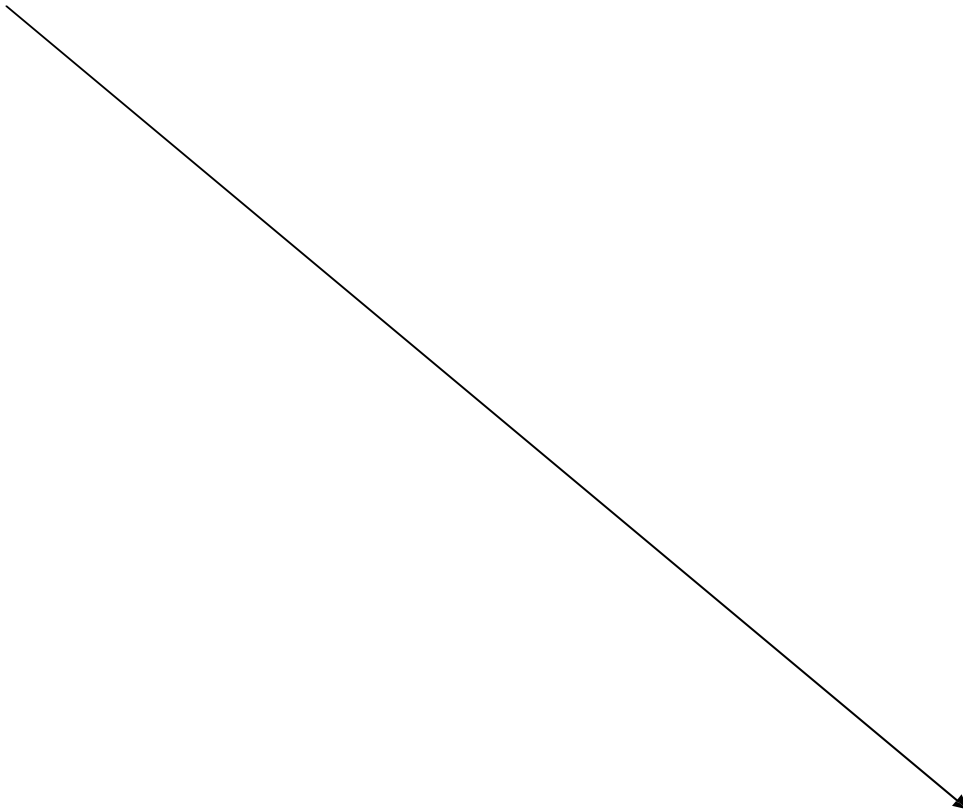
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
11. Every registered contractor should produce along with his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.
12. All corrections and additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual methods in use in the 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 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 work that remains to be executed in each case on the date of submitting the tender.
15. Every tenderer shall furnish along with the tender, information regarding the income-tax circle or ward of a district in which he is assessed to income tax, the reference to the number of assessment year, and a valid Income Tax Clearance certificate.
16. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the department for the purchase of plant and machinery required for the execution of the work contracted for (GCV/PWD/CFM/1058- 62517 dt 26.9.1959).
17. The contractor will have to construct shade for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at the work site, having double locking arrangement. The materials will be taken for use in the presence of the departmental person. No material will be allowed to be removed from the site of works .
18. The contractors shall also give a list of machinery in their possessions and which they propose to use on the work in the form of Statement No. II.

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

19. Every registered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him, in the form of Statement No. IV .
20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provision of Contract Labour (Regulation and Abolition Act, 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
21. The contractor shall comply with the provision of the Apprentices Act 1961 and rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and Executive Engineer / Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provisions of the Act.



Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

TENDER FOR THE WORKS

1. 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 _____ percent below / above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work are provided by the Government, such materials and the rate to be paid for them shall be as provided in Schedule 'A' hereto.

MEMORANDUM

- (a) General Description :- Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsolli Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon
- (b) Estimated cost :-
- | | | |
|-----------|----|-----------------------------|
| Part (I) | :- | Rs. 24288902.00 |
| Part (II) | :- | Rs. <u>365297.00</u> |
| Total | :- | Rs. 24654199.00 |
- (c) Earnest Money :- **Rs. 150000.00**
- (d) **SECURITY DEPOSIT**
- | | | |
|--|----|-----------------------------|
| (i) Cash (not less than the amount of earnest money | :- | Rs. 123500.00 |
| (ii) To be deducted from current bills | :- | Rs. <u>123500.00</u> |
| Total | :- | Rs 247000.00 |

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

(d) This Percentage where no security deposit is taken will vary from 5 percent to 10 percent according to the requirement of the case where security deposit is taken, see note 1 to clause 1 of conditions of 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, as measured by the cost is done.

1% percent

(e) 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

12 (Twelve)
Calendar month
including Monsoon

2. I/we agree that the offer shall remain open for acceptance for a minimum period of **90 days (Respectively as per GR No.CAT-2017/Pra.Kra-8/Building-2, Dated 27/9/2018 (Marathi))** from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority, Online EMD payment in respect to the sum of Rs.**150000/-** (in words **Rupees One Lakh Fifty Thousand and paise nil 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 documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph 1 above within the time limit laid down in clause (1) of the annexed General conditions of 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 secured exemption from payment of earnest money after executing the necessary bond in favour of the Govt., a true copy of which is enclosed herewith, should any occasion for forfeiture of earnest money for this work arise

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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 & complete the contract documents & furnish security deposit as specified in item (d) of the Memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Condition 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 securing exemption in so far as the same may extend in terms of the said bond & in the event of the deficiency out of any other moneys which are due to payable to me/us by the Government under any other contract or transaction of any nature whatsoever or otherwise.

4) Should this tender be accepted I / We hereby agree to abide by and fulfill all the terms, and provision 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 conditions.

* Amount to be Specified in words And figures.

*Strike Out (a) if no cash security deposit is to be taken

Signature of Contractor before submission of tender.

\$ Signature of witness to contractor's signature

*Signature of the officer by whom accepted.

Receipt No. _____ dated _____ from _____ the Scheduled Bank at _____ in respect of the sum Of Rs.* _____ is herewith forwarded representing the earnest money(a) the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum, in the accordance with clause 1(A) of the said conditions of the contract otherwise the said amount of Rs. _____ Shall be refunded.
 Contractor. # _____
 Address _____
 Dated _____ The _____ day of _____ 20 _____
 (With ness) \$ _____
 Address _____

 (Occupation) _____

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
 P. W. Division , Jalgaon.

ANNEXURE-A
INTEGRITY PACT

Between

Public Works Department, Maharashtra Government
having its Office at BandhkamBhawan, Fort Mumbai - 400001

here in after referred to as

"PUBLIC WORKS DEPARTMENT",

And

[Insert the name of the Sale Bidder/Lead Partner of Joint Venture]

having its Registered Office at _
(Insert full Address)

And

[Insert the name of the Partner(s) of Joint Venture, as applicable]

having its Registered Office at _
(Insert full Address)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

PUBLICWORKSDEPARTMENT intends to award, under
laid-down organizational procedures, contract(s) for _
[Insert the name of tile package]

(Signature) _

(Signature) _

(For & On behalf of PUBLIC WORKS DEPARTMENT) (For & On behalf of
Bidder/ Partner(s) of

Joint Venture/ Contractor)

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

Number

[Insert Specification Number of the package] PUBLICWORKS DEPARTMENT values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, PUBLICWORKSDEPARTMENT and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of PUBLIC WORKS DEPARTMENT

- (1) PUBLICWORKS DEPARTMENT commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of PUBLIC WORKS DEPARTMENT, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) PUBLICWORKSDEPARTMENT will during the tender process treat all Bidder(s) with equity and fairness. PUBLIC WORKS DEPARTMENT will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) PUBLIC WORKS DEPARTMENT will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/ Agencies participating in the Bidding/Tendering process
- (2) If Principle Secretary PWD, Maharashtra Government obtains information on the conduct of any employee of PUBLIC WORKS DEPARTMENT which is a criminal offence under the relevant Anti- Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II-Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles

(Signature) _

(Signature) _

(For & On behalf of PUBLIC WORKS DEPARTMENT) (For & On behalf of Bidder!

Signature of Contractor.

No. of Corrections Joint Venture! Contractor) Executive Engineer,
P. W. Division , Jalgaon.

during his participation in the tender process and during the contract execution:

- a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to PUBLIC WORKS DEPARTMENT, or to any of PUBLIC WORKS DEPARTMENT's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by PUBLIC WORKS DEPARTMENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/ or with the execution of the contract.
 - f) The Bidder/Contractor will not misrepresent facts or furnish false/ forged documents/ informations in order to influence the bidding process or the execution of the contract to the detriment of PUBLIC WORKS DEPARTMENT.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(Signature) _

(For & On behalf of PUBLICWORKSDEPARTMENT) Partner(s)of

(Signature) _

(For & On behalf of Bidder/ Joint Venture/ Contractor)

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

Section 111- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, PUBLIC WORKS DEPARTMENT may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, PUBLIC WORKS DEPARTMENT may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, PUBLICWORKS DEPARTMENT may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If PUBLIC WORKS DEPARTMENT has disqualified the Bidder from the tender process prior to the award under Section III, PUBLIC WORKS DEPARTMENT may forfeit the Bid Guarantee under the Bid.
- (2) If PUBLIC WORKS DEPARTMENT has terminated the contract under Section III, PUBLIC WORKS DEPARTMENT may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(Signature) _____ (For & On behalf of PUBLICWORKS DEPARTMENT) Signature of Contractor. Partner(s) of	No. of Corrections	(Signature) _____ (For & On behalf of Bidder/ Joint Venture/ Contractor) Executive Engineer, P. W. Division , Jalgaon.
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- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders/Contractors

- (1) PUBLIC WORKS DEPARTMENT will enter into agreements with identical conditions as this one with all Bidders.
- (2) PUBLIC WORKS DEPARTMENT will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders/Contractors

If PUBLICWORKSDEPARTMENT obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if PUBLIC WORKS DEPARTMENT has substantive suspicion in this regard, PUBLIC WORKS DEPARTMENT will inform the Chief Vigilance Officer (CVO).

(*) Section VIII - Independent External Monitor/Monitors

- (1) PUBLIC WORKS DEPARTMENT has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Principle Secretary PWD, Maharashtra Government, PUBLICWORKSDEPARTMENT, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Principle Secretary PWD, Maharashtra Government, PUBLICWORKSDEPARTMENT, giving Joint findings.

(Signature) _

(Signature) _

(For & On behalf of PUBLIC WORKS DEPARTMENT) (For & On behalf of Bidder/

Partner(s)
Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT.
- (4) The Bidders (s) / Contractor (s) accepts that the IEM has the right to access without restriction to all documents of PUBLIC WORKS DEPARTMENT related to this contract including that provided by the contractor / Bidder. The Bidder / Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontracting, The IEM is under contractual obligation to treat the information and documents of the Bidder (S)/ Contractors (s)/ Subcontractors(s) with confidentiality.
- (5) PUBLIC WORKS DEPARTMENT will provide to the IEM information as sought by him which could have an impact on the contractual relations between PUBLIC WORKS DEPARTMENT and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT and request the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to PUBLIC WORKS DEPARTMENT and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to PUBLIC WORKS DEPARTMENT.
- (7) The IEM will submit a written report to the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT within 8 to 10 weeks from the date of reference or intimation to him by PUBLIC WORKS DEPARTMENT and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Principle Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Principle-Secretary PWD, Maharashtra Government, PUBLIC WORKS DEPARTMENT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this Information directly to the CVC, Government of India.

(Signature) _

(For & On behalf of PUBLICWORKSDEPARTMENT) (For & On behalf of Bidder/

Partner(s) of

(Signature)_

[Joint Venture/ Contractor)

- (9) The word 'IEM' would include both singular and plural.
- (*) *This Section shall be applicable for only those packages when the IEMs have been Identified in Section -I : Invitation for Bids and/or Clause ITB 9.3 in Section - III: Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.*

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the establishment of PUBLIC WORKS DEPARTMENT. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
- (5) Views expressed or suggestions/ submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/ differences arising out of the subject contract.

CVO shall be applicable for packages toherem IEM are not Identified in Section IFBI BDS of Condition of Contract, s/olume-I, IEM shall be applicable for packages tohereinIEM are identified in Section IFB/BDS ojConduion of Can tract, volume-I.

(Signature) _

(For & On behalf of PUBLIC WORKS DEPARTMENT)
Partner(s) of

(Signature) _

Joint Venture! Contractor)

- (6) Should one or several provisions of remainder of this agreement remains come to an agreement to their original this agreement turn out to be invalid, the valid. **In** this case, the parties will strive to intentions.

(Signature) .
(For & On behalf of PUBLIC WORKS DEPARTMENT)

(Signature) .
(For & On behalf of Bidder/ Partner(s) of Joint Venture! Contractor)

(Office Seal)

(Office Seal)

Name.,

Name:

Designation'

Designation'

Witness 1:.

Witness 1 :

(Name & Address).

(Name & Address) .

Witness 2:

Witness 2:

(Name & Address) .

(Name & Address).

CONDITIONS OF CONTRACT

Security
deposit

PWD
Resolution
No.CAT/108
7/
CR-
94/Bldg.2
Dt.27.09.2018.

Clause 1 :- The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the contest include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Superintending Engineer concerned up to 15 days if the Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Govt. Securities endorsed to the Executive Engineer, (if deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) (Permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to* **One** 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 lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to **One** percent of 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 to **One** percent by deducting a sufficient sum from every such payment at 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 Government under the terms of his contract may be deducted from or paid by sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Compen
sation
For delay.

aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed and aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

The security deposit will not be accepted in forms of Insurance company bonds as per Government orders contained in No.CCM/PWD/CAT/4250 Dt. 27/2/1956. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with 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 along with the payment of the final bill. 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 .

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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

$\frac{1}{4}$	of the work in	**	$\frac{1}{4}$	of the time
$\frac{1}{2}$	of the work in	**	$\frac{1}{2}$	of the time
$\frac{3}{4}$	of the work in	**	$\frac{3}{4}$	of the time
	full of the work in			full of the time

Note:- Contractor should complete $\frac{1}{4}$ th of the work in $\frac{1}{4}$ th time. After completion of 25% of work contractor should submit his 1st R.A.Bill. If contractor fails to achieve the progress of 25% of work in $\frac{1}{4}$ th time Executive Engineer should levy the fine of Rs.10000/- per day without any further instruction from Higher Office

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Action when
whole of
security
deposit is
forfeited .

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

Clause 3:- In any case in which under any clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by 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 Governor of the Maharashtra , shall have power to adopt any of the following courses, as he may deem suited to the interest of the Government.

- a) To rescind the contract (for which rescission notice in writing to the contractor under the head 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.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

- 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 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 upto and take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive 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.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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 of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors the amount of excess shall be deducted from any money due to the contractor, by Government under the contract otherwise howsoever 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 suchwork 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 purchases or procured any materials, or with a view to the execution of 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 unsatisfactory, the Executive Engineer, shall notwithstanding, that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action and of clause 3(b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or required removal of or sell contractor's plant.

Clause 5:- In any case in which any of the powers conferred upon the Executive Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non exercise thereof shall not constitute a waving 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 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 or 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 plants, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Extension of
time.

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

Final
certificate

Clause 7:- On the completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall have the work be considered to the completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge, the said measurements being binding and conclusive against contractor. If the contractor shall fail to comply with requirements of this clause as to the removal of scaffolding surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

materials as aforesaid except for any sum actually realised by the sale thereof.

Payment on intermediate certificate to be regarded as advances.

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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

Clause 9 :- The rates for several items of work estimated to cost more than Rs.1,000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specification. In cases, where the items of work are not accepted as so completed by the Engineer-in-charge, he may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bills to be submitted monthly.

Clause 10 :- A bill shall be submitted by the Contractor in each month 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 measurements for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurements 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.

Bills to be submitted monthly

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Stores
supplied by
Government.

Clause 12:- If the specification or estimate of the work provides for the use of any special description of material to be supplied from the stores of the Public Works Dept. store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum 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 the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from 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 shall be returned to the Public Works Departmental 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.

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

Works 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 specifications. The contractors 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 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.100/- per set contract drawings and Rs.20/- per working drawing except where otherwise specified.

Alterations in specifications and designs not to invalidate contracts.

Clause 14:- 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 main work, and if the additional and altered work includes any class of work for

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

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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 contractor, whichever are lower. If the additional or altered work for which no rate is entered in the schedule of rates of Division is ordered to be carried before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work. And if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly here in before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute, the decision of the Superintending Engineer of the circle will be final.

Extension of time in consequence of additions or alterations.

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

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

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

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

(2) Where the total suspension of the 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 day's prior notice in writing to the Engineer, within 30 days of the expiry of the said period of the 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 payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any matter prejudice the right of the contractor to any further compensation under the remaining provision of the this clause.

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(3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of resumption of work after such suspension for payment of compensations to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any suspension whatsoever occasioned 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.

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

- (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 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. 5,000/-

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

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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 of such material at the rates determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The government shall their after take over the material so offered, provided quantities offered are not in excess of the requirement of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer.

7

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

Clause 15A- 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 caused by

- (i) Difficulties relating to the supply of railway wagons.
- (ii) Force major.
- (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.

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The limit for unforeseen claims.

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

Action and compensation payable in case of bad work.

Clause 17:- If at any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of many 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 provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Engineer-In-charge may rectify or remove and re-execute the work or remove, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the

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CAT-1087/
CR-94/ Bldg-2
Dated 14-6-89

contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fixed therefore.

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Clause 18:- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all 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 accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause 19:- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before 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 or placed beyond the reach of measurement and shall not cover-up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given consent obtained the same shall be uncovered at the contractor's expenses, and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

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Contractor liable
for damage
done
and for
imperfections.

PWD Resolution
No.Sankirana-
2018/Pra-Kra-
151/Building-2
DT.14/01/2019

Clause 20 :- If during the period as specified in column as applicable in table attached from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or period as specified in Colum B in table attached after commissioning the work. Whichever is later in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed there for in the said notice, and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor.

Contractor to
supply plant
ladder,
scaffolding
etc.

The contractor shall forth with on demand pay to the Government the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government, the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may therefore become payable by the Government to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by Government.

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Sr. No.	Particular	DLP for	Column A DLP from date of completion	Column B DLP from date of commissioning
A)	For Building original work	1) RCC frame work	120 months	----- months
		2) Load bearing work	120 months	----- months
		3) Water proofing work	84 months	----- months
B)	For Building Repairs	1) SDR/CTR repairs	60 months	----- months
		2) Special repairs	24 months	----- months
		3) Current repairs	12 months	----- months
C)	For Road Bituminous works / Flexible pavement	1) Construction of road as per design	60 months	----- months
		2) Strengthening / Two layer MPM/BM	36 months	----- months
		3) DBM layer & B.C./O.G.C. layer or First stage construction as per design	36 months	----- months
		4) BT Renewal single layer	24 months	----- months
		5) Patches of MPM/BM/DBM in single layer & B.C./O.G.C. layer	24 months	24 months
D)	For Road Work Concrete/ Rigid pavement-	1) Crush Thickness 30cm & above as per design	120 months	----- months
		2) Internal Road & Other categories road	36 months	36 months
		3) Concrete paver block works	60 months	----- months
E)	For Road Metalling works Current repairs for road	Road Metalling Works	12 months	----- months
		Current repairs for road	12 months	----- months
		1) Pot hole filling with bitumen & geru lime painting	12 months	----- months
		2) Board fixed as per IRC norms	60 months	----- months
		3) Informatary/ Direction Thermoplastic paint	36 months	----- months
F)	For Bridge and C.D. Works	1) Bridge original work	240 months	----- months
		2) Slab drain and pipe culvert	120 months	120 months
		3) Concrete Built up gutter	120 months	-----months
G)	For Bridge repair work	1) Special repair i.e. changing of bearing, expansion joint parapet wall reconstruction, fitting of pipe railing Jacketing or abutment/pier	60 months	---- months
		2) Bridge wearing course	60 months	---- months
		3) Epoxy Painting with painting & other repairs	36 months	---- months

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Contractor to supply plant, ladder, scaffolding etc.

And is liable for damages arising from non provisions of light, fencing etc.

Clause 21- The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the contract, be supplied from the P.W.D. stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, and whether included in the specifications 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 which under these conditions he is entitled to be satisfied or which he is entitled to be required together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the 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 proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the

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expenses of defence of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above 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.

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

Clause 21 A:- The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections therewith.

- (a) Suitable scaffolds shall be provided for workmen for all works that can not 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 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.

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- (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 the 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 here-in-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, gangway, working places and stairways at a height exceeding 2 meters. (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 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.

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- (l) When persons are employed on a 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. (to be prescribed).
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.
- (o) The contractor(s) will have to make payments to the labours 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 and adequate strength and free from patent defect;

and

 - (ii) be kept in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials or 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 appliances operator shall be properly qualified.

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- (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 preceding 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(g) 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 the risk of the accidental descent of the load.
- (m) Adequate precaution shall be taken to reduce to a minimum, the risk of any part of a suspended load becoming accidentally displaced.

Measure
for
prevention
of fire.

Clause 22 – The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut or drag trees brushwood, grass etc. By fire, the contractor shall taken the necessary measure to prevent such fire spreading to or otherwise damaging

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

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

Clause 23- 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 spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-Charge or such other officer as he may appoint and the estimate of the Engineer-in-Charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in the 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 consequences.

Employment of female labour.

Clause 24 - The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labours with the nearest Employment Exchange.

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

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Work not to sublet.
Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes

Clause 26 – The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so 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 employment of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Government , and the same consequences shall ensure as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Clause 27 :- 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.

Changes in the constitution of firm to be notified

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

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Direction and control of the Superintending Engineer.

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

Direction and control of the Superintending Engineer.

Clause 30 :-

30.1) Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in force, the decision of the Superintending Engineer of the circle, for the time being shall be final, conclusive, and binding on all parties of the contract upon all question relating to the meaning of the specification, design, drawing, & instructions, hereinbefore mentioned and as to the quality or workmanship, or materials used on the work, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute same whether arising, during the progress of the work, or after the completion or abandonment thereof.

- 30.2 The contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer concerned with the contract, Work Project provided that
- (a) The accepted value of the Contract exceeds Rs. 10 Lacks (Rs. Ten Lacks)
 - (b) Amount of claim is not less than Rs. 1.00 lack (Rupees one lack)

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30.3 If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Public Works Department/Irrigation Department who if convinced that prima facie the contractor's claim rejected by Superintending Engineer/Chief Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decision. (vide PW circular, No. CAT-1086-CR-110/Bldg-2 date 7.5.86)

Stores of European or American manufacture to be obtained from the Government.

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

Lump sums in estimates.

Clause 32 :- When the estimate on which a tender is made includes lump sums in respect of part 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

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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 as his discretion pay the lump sum amount entered in the estimate and 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 :- In the case of any class of work for which there is no such specification as is mentioned in rule 1 of form B-1, such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with all instructions and requirement of the Engineer-in-charge.

Defination 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 constructions, be construct, 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.

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.

Quarry fees and royalties.

Action where no specific ation

Clause 36 :- All quarry fees, royalties, octori dues and ground rent, for stacking materials, if any, should be paid by the contractor. Royalty charges including surcharge on all Minor minerals shall be reimbursed separately on production of proof to that effect.

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Compensation
under Workmen's
Compensation
Act

Clause 37:- The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation act, 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen, if such compensation is payable / paid by the Government as principal under sub-section (1) of Section

12 of the said act on behalf of the Contractor, it shall be recoverable by the Government from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

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

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

- a) The workers shall be required to use the equipments so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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(Govt. Circular No.
PWD CAT-
6076/3336/(400)/
Bldg-2.
Dated 16-08-1985

Clause 37 (C) :- The Contractor shall duly comply with the provisions of "The Apprentices Act, 1961" (III of 1961). The rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subjected to all the liabilities and penalties provided by said Act and said Rules.

Claim for
quantities
entered in the
tender or
estimates

Clause 38 :- 1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit, at the rate of the item specified in the tender, is not more than Rs. 5,000/-

2) The Contractor shall if ordered in writing by the Engineer, to do so also carry out any quantities in excess of the limit mentioned above in sub clause (i) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the market. The said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the works as put to tender, based upon the current schedule of rates applicable to the year in which tenders were invited.

Employment of
famine Labour
etc.

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

(Ref:1) 1) Govt. Circular संकिर्ण-2004/प्र.क्र.-85/रस्ते-1 दिनांक 11/06/2004, 3/8/2018

2) Govt. Circular CAT/2017 प्रक्र-85/इमा-2 दिनांक 22/10/2018

Claim for
compensation for
delay in starting the
work

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

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

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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, sub soil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

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

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

Clause 43 :-

- (i) No contractor shall employ any person who is under the age of 18 years.
- (ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Newer).
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Engineer-in-Charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute

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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 the Government at the sanctioned tender rates.

- (vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- (vii) Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

Method of payment.

Clause 44 :- Payment to contractors shall be made by cheque drawn on any treasury within the Division convenient to them provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash.

Clause 45:- Any contractor who does not accept these conditions shall not be allowed to tender for works.

Acceptance of conditions compulsory before tendering for work.

Employment of scarcity labour.

Clause 46:- If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or be 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.

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Maharashtra Act
XIX of 1985,
Clause regarding
Turnover tax
vide P. W. D.
Circular No.
CAT-1086/ CR-
330 –Bldg-2
Dated 10th, June
1987.

Clause 47 :- The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Govt. or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under the provisions of Hoarding and Profiteering Prevention Ordinance, 1948 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 with the controlled price

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

Clause 47(A) :- “ The Rates of Items In Schedule “B” /(BOQ) of NIT are exclusive of Taxes, in respect of sale by transfer of property in goods involved in the execution of a Works Contract under the provision of Rule 51 of the Maharashtra Goods and Services Act .2017

Clause 48 :- GST shall be payable on the accepted contract value at prevailing rates separately on producing proper GST tax invoice. Contractor shall quote his rates excluding GST. Amount of GST @2% i.e.1% C.G.S.T.+ 1% S.G.S.T. will be deducted at source (TDS) after the enforcement of Section 51 of Maharashtra Goods and Services Act .2017

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

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Clause 50 :- The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available Labours and shall give preference enrolled under Maharashtra Government and Self Employment Departments Scheme.

Provided, however, that if the required unskilled labour 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, obtained the rest of requirements of unskilled the labour from outside the above scheme.

Clause 51 :- Wages to be paid to the skilled and unskilled labourers engaged by the contractor.

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 in progress.

- 1) The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, may in his discretion may cancel the contract. The contractor shall also be liable, for any pecuniary liability arising out on account of any violation by him of the provision of the Act. (Vide Government Circular No. CST-1086/CR-243 Ka- Building-2/ Mantralaya, Bombay 400 032, dated 11 Sept. 1987)

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The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages act of the 1948 applicable to the area in which the work is in progress.

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

Government
Circular No. CAT
1284(120)
Building-2,
Mantralaya,
Bombay 400032.
Dated 14-8-85

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 statues and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract labour (Regulation and Abolition) Rules, 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payments 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 arrears of Land Revenue and the Government shall be entitled to recover the same as such from the

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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.

Education
Department
No. TSA/
5170/ T
/5689, dated
7.7.1992)

Education

Clause 54 :- The Contractor shall engage apprentices such as brick layer carpenter, wiremen, plumber, as well as blacksmith recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talao, Mumbai- 400 001 In the construction work. (As per Government of Maharashtra, Education Department No.TSA/5170/T/56689, dated, 7.7.72)

(Government of
Maharashtra
P.W.D. Resolution
No. CAT / 1086 /
CR-243 / K /
Bldg.32 Dt.
11.8.1987)

**Clause 55 :- CONDITIONS FOR MALARIA ERADICATION
ANTI MALARIAL AND OTHER HEALTH MEASURES**

- (a) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filaria) of Health Services, Pune.
- (b) The contractor shall see that mosquitozgenic conditions are not created so as keep vector population to minimum level.
- (c) The Contractor shall carry out anti –malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (Malaria and Filaria) of Health Services, Pune.
- (d) In case of default in caring out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Government the amount spent by the Government on anti-malaria measures to control the situation in addition to fine.

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e) **RELATION WITH PUBLIC AUTHORITIES.**

The contractor shall make sufficient arrangements for draining away the sewerage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are liable on him without any extra cost to Government.

Clause 56 :-

The Contractor shall comply with all the provision so the Appren tices Act, 1961 and the rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the from time to time. If the fails to do so, his failure will be a breach of the Contract and the Superintending Engineer may, in his discretion, canal the Contract. The Contractor shall also be liable for an pecuniary liability arising on account of any violation by him of the provision of the Act (vide Government Circular No. CST-1086/CR-243 Ka- Building-2/ Mantralaya, Bombay 400 032, dated 11 Sept. 1987)

Clause 57 :- (For costing more than One crore)

To ensure the specified quality of work which will also include necessary surveys, temporary works etc., the contractor shall prepare a quality assurance plan and get the same approved from the Engineer-in-Charge within one month from the date of work order. For this, contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their qualifications, job descriptions defining the functions of reporting, supervising, inspecting and approving. The contractor shall also submit a list of tools, equipments and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and / or in the laboratory and monitoring. The contractor shall modify / supplement the organization chart and the list of machinery, equipment etc. as per the 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 his exact proposals of execution of the work in accordance with the specifications. He will have to get these approved from the Engineer-in-Charge. The quality of the work shall be properly documented through certificate, records, check- lists and log books of results etc. Such records shall be compiled from the beginning of the work and be continuously updated and supplemented and this will be the responsibility of the contractor. The forms should be got approved from the Engineer-in-Charge.

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Where the work is to be done on lump sum basis on contractor's design the contractor shall also prepare and submit a maintenance manual giving procedure for maintenance, with the periodicity of maintenance of works including inspections, tools and equipments to be used, means of accessibility for all parts of the structure. He shall also include in the manual, the specifications for maintenance work that would be appropriate for his design and technique of construction. This manual shall be submitted within the contract period.

Clause 58 :- (कंत्राटदाराने शासकीय विमानिधीपाशी कंत्राटकामाचा विमा उतरवावा म्हणून करारनाम्यात समाविष्ट करावयाच्या अटीचे प्रारूप)

कंत्राटदारावर सोपविलेल्या कंत्राटकामांचा विमा कंत्राटदारांनी विमा संचालनालया, महाराष्ट्र राज्य गृह निर्माण भवर, २६४ पहिला मजला, कलानगर समोर वांद्रे (पूर्व) मुंबई-४०० ०५१ (दुरध्वनी क्र. २६२३६०४०३/ २६२३६०६९० व फॅक्स क्रमांक २६५९२४६१/२६२३६०४०३) या कार्यालयापाशी कंत्राटाच्या संपूर्ण रकमेस व कंत्राटाच्या पूर्ण कालावधीसाठी विमासंचालनाने निश्चित केलेल्या (उदाहरणार्थ कंत्राटदाराच्या संपूर्ण जोखिमीचे विमापत्र उभारणी जोखीम विमा पत्र इत्यादी) विमापत्राखाली उतरविणे सक्तीचे आहे. तसेच कंत्राटी काम पूर्ण करण्यासाठी निपुक्त करण्यात येत असलेल्या सर्व कामगारांचा विमा कामगार नुकसान भरपाई विमापत्राखाली उतरविणे निवारण आहे. विमा संचालनालयाच्या व्यतिरीक्त अन्य विमा कंपन्यांकडून घेतलेली विमापत्रे स्विकारली जाणार नाहीत.

जर कोणत्याही कंत्राटदाराने उपरोक्त पध्दतीने विमापत्र न घेता परस्पर विमा कंपनीकडून विमापत्र घेतल्यास शासकीय विमा निधीचे कळविलेली विमाहप्त्याची रक्कम कंत्राटदारास कंत्राटकामापोटी देणे असलेल्या रकमेतून वसूल करून विमा संचालनालयाकडे पाठविण्यात येईल. विमा जोखीम पत्र विमा कंपन्यांबरोबर विभागण्याचे विमा संचालक यांचे अधिकार अंतीम राहतील.

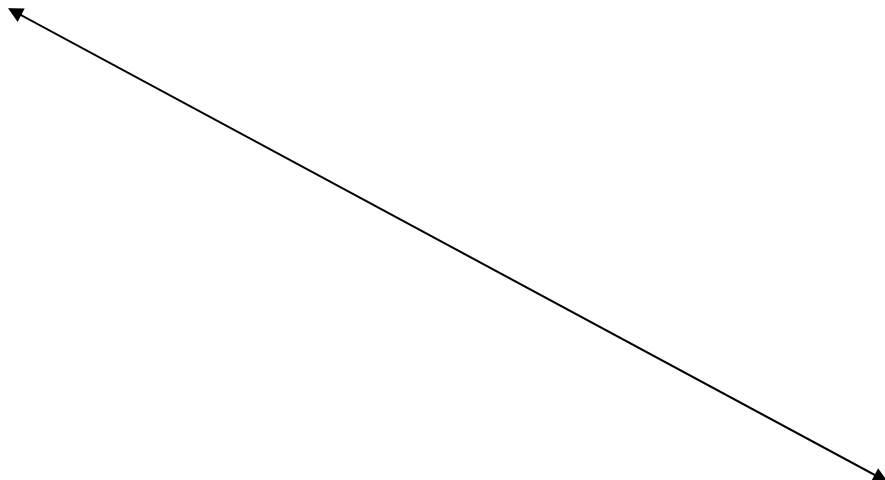
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**(Draft of proposed condition relating to Insurance of
Contract works)**

Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's All Risks Insurance Policy, etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is " 264, MHADA, First Floor, Opp. Kalanagar, Bandra (E), Mumbai- 400 051". (Telephone Nos 022- [265 90 403](tel:022-26590403) / [265 90 690](tel:022-26590690) and Fax No is 022- [265 92 461](tel:022-26592461) / [265 90 403](tel:022-26590403)). Similarly all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance Policy Insurance Policy/ policies taken out from any other company will not be accepted. If any Contractor has not taken out insurance policy from the Directorate of Insurance, Maharashtra State, Mumbai" or has effected Insurance with any Insurance Company, the same will not be accepted and 1% of the tender amount or such amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.



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PRICE VARIATION CLAUSE

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

- i) Labour component
- ii) Material component
- iii) Petrol, Oil and Lubricants Component
- iv) Bitumen Component
- v) HYSD & Mild. Steel Component
- vi) Cement Component
- vii) C.I. and D.I. Pipes Component

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

1.	Labour Component - K ₁	06.00%
2.	Material Component - K ₂	44.00%
3.	POL Component - K ₃	50.00%
	Total.....	100.00%
4.	Bitumen Component – VG-30 grade	Rs. ----- Per MT
5.	Bitumen Component – VG-10 grade	Rs. ----- Per MT
6.	TMT Steel from other plant	Rs. ----- Per MT
7.	Structural Steel	Rs.
8.	Cement	Rs. ----- Per MT
9.	IS NP2 Class of 600 mm. dia pipe	Rs.
10.	IS NP2 Class of 900 mm. dia. Pipe	Rs.
11.	IS NP2 Class of 1000 mm. dia. Pipe	Rs.

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

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1) **FORMULA FOR LABOUR COMPONENT :**

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

Where,

V_1 = Amount of price variation in Rupees to be allowed for Labour component.

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

	Kind of Material	Star Rate
1.	Bitumen Component – VG-30 grade	Rs.52330/- M.T.
2.	Bitumen Component – VG-10 grade	Rs. /- M.T.
3.	TMT Steel from other plant	Rs. /- M.T.
4.	Structural Steel	Rs. /- M.T.
5.	Cement	Rs. 6000 /- M.T.
6.	IS NP3 Class of 600 mm. dia pipe	Rs.
7.	IS NP2 Class of 900 mm. dia. Pipe	Rs.
8.	IS NP2 Class of 1000 mm. dia. Pipe	Rs.

K_1 = Percentage of Labour Component as indicated above.

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

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

2) **FORMULA FOR MATERIALS COMPONENT**

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

Where,

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

P = Same as worked out for Labour component.

K_2 = Percentage of Materials Component as indicated above.

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

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

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

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

Where,

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

P = Same as worked out for Labour component.

K_3 = Percentage of Petrol, Oil & Lubricant Component.

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

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

4) FORMULA FOR BITUMEN COMPONENT :-

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

Where,

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

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

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

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

5) FORMULA FOR HYS D AND MILD STEEL COMPONENT :-

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

Where,

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

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

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

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

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

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6) FORMULA FOR CEMENT COMPONENT :-

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

Where,

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

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

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

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

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

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

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

Where,

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

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

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

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

The following conditions shall prevail :

- i) The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices, L_1 , M_1 , C_1 , P_1 , B_1 , S_1 and C_1 to the levels corresponding to the date from which such compensation is levied.
- ii) This price variation clause shall be applicable to all contracts in B1/B2 & C from but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iii) The price variation under this Clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the contract from B1/B2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be

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fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/ execution of extra items as well as extra quantities under Clause 38/37 of the contract from B1/B2 extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.

- iv) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.
- v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

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As Per Govt G.R.P.W.Department Circular Vide No. Dt. 27.3.2019 the following Conditions are included in the tender document.

1. Instructions for purchase of Bitumen.

1.1 The bitumen shall be purchased from the Government refineries viz. Hindustan Petroleum Corporation Limited (HPCL)/ Bharat Petroleum Corporation Limited (BPCL)/ Indian Oil Corporation (IOCL), OR any Private Sector Refinery, OR any other Bitumen producing Refinery who maintain the required **Viscosity Grade** of the bitumen as per prescribed Norms and Specifications of MOST.

1.2 Contractor should follow the following procedure for use of bulk bitumen which is obtained from Indian oil refineries or other Bitumen producing refineries.

(1) Contractor shall procure bulk bitumen from Public sector refinery / Indian refineries in private sector / local authorized suppliers / Authorized supplier - contractors of Private, Semi government and Foreign Refineries in India / Local manufacturer.

(2) Contractors and if it is required, the field officers as per the requirement of work can procure VG-30 grade bulk Bitumen as below.

Sr.No	Quantity of Bulk Bitumen to be procured	Source of Supply of Bulk Bitumen
1	Upto 500 MT (For the works in which requirement of bitumen is less than 500 MT)	1. Local Bitumen suppliers 2. Authorized Contractors or Suppliers of Private Sector / Public Sector Oil refineries 3. Contractor / supplier who maintain large stock of bitumen.
2	More than 500 MT (For the works in which requirement of bitumen is more than 500 MT)	1. Direct purchase from Public Sector oil refineries 2. Direct purchase from Private Sector oil refineries 3. Contractors / suppliers who procures bulk bitumen from oil refineries and maintains stock of bitumen for the purpose of sale. 4. Supplier who imports foreign bitumen to supply public refineries.
3	Only for experimental basis 1500 Km. Per Public Works Region.	1. Suppliers / Dealers of foreign refineries importing directly bulk bitumen of Grade VG-30 in India from foreign refineries.

Note – Permission has been granted to use VG-30 grade bulk bitumen procured from foreign refineries for the road works under P.W.D. Government of Maharashtra on experimental basis for the period from 01/04/2019 to 31/3/2020.

(3) **Following stipulations are binding on the Supplier / Contractor for the use of Viscosity Grade Bulk Bitumen procured from private sector or any other oil refinery .**

- (A) Viscosity Grade of Bulk Bitumen used for the work shall be conforming to the norms of **Indian Standard bureau I.S. 73:2013.**
- (B) Contractor shall submit Bill invoices containing CRC (Consignee receipt certificate) and GST, in triplicate. It is binding on all the refineries to mention the name of work on consignee receipt certificate/ Bills.
- (C) Contractor shall submit the manufacturers laboratory report of Bitumen of concerned batch. This bitumen shall be re verified in contractors owned laboratory and report shall be submitted to the department.

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- (D) All the necessary reports, certificates, purchase orders / Bills tax invoices shall be submitted.
- (E) For the works costing more than Rs.5.00 Crores, it is mandatory for the concerned works contractor to arrange following tests carrying facilities on the work site
- (i) Penetration test
 - (ii) Softening test
 - (iii) Separation Test
 - (iv) Elastic Recovery test
 - (v) Adultration test.

1.3.2 Instruction Regarding recovery or payment of Price escalation due to increase or decrease in rate of bulk bitumen.

Following instructions shall be followed for payments of price escalation of bitumen used in the work procured from private sector or any other refineries.

- (i) Escalation De-escalation regarding bitumen shall be carried out by considering **the lowest rate of Public Sector Refinery on the date of acceptance of tender** and the rate of actual purchase of bitumen as per the purchase order of bitumen. **The rate of actual purchase of bitumen will be considered as the Star Rate.**
- (ii) If due to **increase** in rate of bitumen contractor/entrepreneur is liable for the refund of escalation amount, then the escalation amount shall be carried out by considering **the lowest rate of Public Sector OR Private Sector refineries.** (Pl. refer Govt. Resolution No. CAT/2017 Case No. 08/Buld-2 Dt 27.9.2018 for the price variation)
- (iii) If due to **decrease** in rate of bitumen contractor/entrepreneur is liable for the recovery of excess amount, then the recovery amount shall be carried out by considering **the highest rate of Public Sector OR Private Sector refineries.**

2. Instruction regarding procurement of Cement.

2.1 The contractor can purchase the cement from any manufacturer or manufacturer's authorized distributors.

2.2 Instructions regarding the payment of price escalation due to increase in rate and recovery due to decrease in rate of cement.

Escalation / Recovery amount shall be calculated by considering the difference of Star Rate mentioned in the tender and the actual rate of purchase of cement on the date of purchase. (Pl. refer Govt. Resolution No. CAT/2017 Case No. 08/Buld-2 Dt 27.9.2018 for the price variation)

3. Instruction for purchase of Steel.

3.1 The contractor can purchase the Steel from any main manufacturer (SAIL, TATA Steel, ISPAT and other main manufacturer as directed by the Government) or manufacturer's authorized distributors.

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3.2 Instructions regarding the payment of price escalation due to increase in rate and recovery due to decrease in rate of Steel..

Escalation / Recovery amount shall be calculated by considering the difference of Star Rate mentioned in the tender and the actual rate of purchase of Steel on the date of purchase, and actual quantity used by the contractor on the concerned work (Pl. refer Govt. Resolution No. CAT/2017 Case No. 08/Buld-2 Dt 27.9.2018 for the price variation)

4. Responsibility regarding the quality and quantity test check of construction material. (Bitumen, steel, cement)

Following procedure shall be adopted for the verifications of the bills of private suppliers of the Steel, Cement, Bitumen and bitumen procured from the private sector refineries and authorized suppliers of Bitumen.

- i) It is binding on the contractor to submit Invoices / Bills of construction material /Bitumen (With GST number) procured from Private Sector Refineries / Public Sector Refineries or authorized Private Importers dealers.
- ii) Contractor shall be fully responsible for the authenticity of the invoices / Bills submitted by themselves regarding the purchase of steel, cement and bitumen as mentioned above para no. 1.3.1, 3 (C) and 3 (D).
- iii) The Public Works Department / Government officers will be responsible only for **quality and quantity check** of various building material used for the work. (Steel Cement Bitumen etc.) Executive Engineers, Deputy Engineers , Sectional Engineers of the department will not be held responsible for the authenticity / genuineness of Invoice/Bills regarding the purchase of material submitted by the contractor along with bill. In future if the invoices/Bills regarding the procurement of material submitted by the contractor is found forged / fake or bogus, then it is binding on the concerned Executive Engineer to register criminal offence / FIR against the concerned contractor. If the invoices are found forged / fake or bogus after finalization of agreement then in such case Executive Engineer is responsible for filing the Criminal offence / FIR against the contractor as per Indian Penal Code.
- iv) Executive Engineer is empowered to verify the Invoices /Bill / Vouchers submitted by the contractors regarding the purchase of material and in case of any doubt the Executive Engineers shall execute field level enquiry of such documents. After due verification of Invoices regarding purchase of construction material if Executive Engineer found forged / fake or bogus, documents then it will be the responsibility of Executive Engineer to file Criminal offence against such contractor.

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(V) Test of steel Cement and other building material.

Field officers will be responsible for carrying out various quality control test of steel/cement / other construction material as per the norms of Indian Standard Bureau for the material procured by contractor.

On the basis of Consumption of Steel/ Cement, required quality control test as per frequency of Tests chart required tests shall be carried out.

30% quality control tests shall be carried out in the laboratories of Public Works Department and remaining 70% tests shall be carried out in field laboratory installed by the contractor at work site.

If field laboratory is not available then such tests shall be carried out from the laboratory of Engineering Colleges or any other Government laboratory.

(VI) If the contractor is found guilty in case of forged /Fake Bills /Invoices regarding the purchase of material then criminal action shall be taken against such contractor and as per the Law Of Contract such contractor shall be black listed forever for works in the Public Works Department and will be debarred from tendering process of the department.

(VII) If Grade testing facility of bitumen is not available with the field officer, then it shall be made available immediately. Facility of Grade test of bitumen must be available with all Sub-Divisions under P.W.Department. The necessary equipments shall be procured within the period of 3 months. For this procurement 1% quality control charges shall be utilized.

(VII) Contractors shall have facility of various bitumen test / quality control test and having modern machineries and equipment are only eligible for competitive bidding process. This type of condition shall be included in future tender.

(VIII) **For the works costing Rs. 5.00 Crore and above** - The contractors who acquired the required tests equipments for carrying out various bitumen tests, and advanced machinery will only be liable to execute the work.

(IX) Contractor shall submit Bills/ Invoices of the utilized Bitumen and other construction material in quadruplicate (4 Copies) on the Fifth Day of the next month to the concerned Sub-Division . One copy out of four will be duly signed by Executive Engineer and returned to the contractor for their Tax and Audit purpose. If contractor fails to submit such invoices then he will be solely responsible for the delay in payment.

(X) Bills of works executed by the contractor are based on the measurement of the the completed works and accordingly payment is to be done. Therefore, the entry of purchase of Bitumen by the contractor shall not be recorded in the Measurement Book. Such practice shall be stopped. Contractor shall submit the abstract of utilized material in prescribed format (Consumption Statement). The Executive Engineer & the Division al Accounts Officer will check such Consumption Statements after due verification. Contractor shall submit invoices as per consumption statement and certificate mentioning the submitted invoices are true and bonafied and not forged or fake. Executive Engineer and Division al Accountant will be attested by the Executive Engineer and the Division al Accounts Officer. If such certificate submitted by the contractor is found forged/Fake then Criminal action will be conducted against such contractor.

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5. **Instructions regarding utilization of bitumen (V.G.30 Grade Bitumen as per Indian Standard) procured directly from the foreign manufacturing refineries.**

Permission has been granted to use VG 30 grade bitumen procured from foreign refineries for the road works under P.W.Department on experimental basis for the period from 01/4/2019 to 31/03/2020 for fixed length of 1500 km for each Public Works Region. The works on which bitumen procured from foreign refineries is utilized will be under supervision for 2 years for the checking the Performance. the findings will be recorded carefully. The quality of such works will be Tri Party such as I.I.T, V.J.I.T, V.N.I.T etc. during defect liability period.

Following conditions shall be fulfilled for bitumen procured from foreign refineries.

- (1) Bitumen shall be conforming to Indian Standard bureau code IS 73:2013
- (2) Refineries shall submit CRC/Bill Invoice in Triplicate with Test Report of Bitumen of concerned bitumen batch. Also inferences of such tests carried out by the foreign refineries in their owned laboratories as per Indian Standard shall also be submitted to the department.
- (3) Such Foreign refineries shall have their owned laboratory in India. Contractor shall submit test reports carried out in foreign refinery owned laboratory in India after availability of bitumen in India.
- (4) The rate of VG-30 grade bitumen of foreign refinery and the rate of Indian Public Sector refinery on the same date in India, out of which only lowest rate shall be taken for calculating the price variation. In case of Negative escalation the highest rate of above mentioned rates shall be preferred.

Foreign Refineries bitumen shall be used after obtaining satisfactory test results from Government approved laboratory. Before utilization of such foreign bitumen on the work, the contractor shall submit the undertaking that He will be liable for maintaining the Quality of the works as per the prescribed norms and to carry out the required tests of bitumen satisfactory as the the Indian Standards. If quality of such work is not maintained by the contractor OR required tests results of bitumen are not found satisfactory, then such works will be repaired / rectified by the contractor at his own cost. If he denies then the work will be rectified at the Risk & Cost of the contractor. Recovery of such expenses will be made from the contractors as "Arrears of Land Revenue".

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CONDITIONS FOR PROCUREMENT OF MATERIALS

- 1) The contractor shall make his own arrangement for supply of materials including bitumen 60/70 grade, 30/40 grade, 80/100 grade & emulsion and RCC pipes, collars. The contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Engineer shall be entitled at any time, to inspect or examine all such materials. The contractor shall provide reasonable assistance for such inspection or examination as may be required.
 - 2) The contractor shall keep an accurate record of use of materials like bitumen 60/70 grade, 30/40 Grade, 80/100 Grade bitumen, cement and steel used in the works in a manner prescribed by the Engineer and as per I.R.C. specifications.
 - 3) After receiving the bitumen the authorized challan/gate pass should be obtained from the refinery mentioning the quantity of bitumen, grade of bitumen, date and time of delivery etc. and it should be handed over to Department for each consignment.
 - 4) While transportation by Bouzer, transport pass should be obtained from the Corporation / Municipality through which the Bouzer is passed and the same shall be handed over to the authorized person of Department.
 - 5) If there is any doubt regarding the materials received the same should be got tested from the Govt. laboratory at the cost of the contractor, and if the results are sub standard, the materials or the work executed with such materials will be rejected.
 - (6) The day-today record of the receipt/utility/balance of materials should be kept by the contractor at plant site/site of work/store and the same will be checked by the Engineer-in-Charge or authorized Engineer at any time.
- (5) The testing charges shall be borne by the contractor.

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8.0 Additional General Conditions and Specification

8.1 Condition for Payment of Bituminous works :

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

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

8.2 CONTRACTOR TO TAKE PHOTOGRAPHS

The contractor would have to take coloured photographs at various stages/facilities of the work including interesting and novel features of the work as directed by the Engineer-in-charge. The photographs should be of acceptable quality and shall be taken by a professional competent photographer with camera having facility to record the date of photographs taken in the prints and negatives. The contractor should supply two coloured prints of each of the photograph taken to the standard postcard size in albums of acceptable quality. Also the negative in 35 mm. size shall be supplied for each photograph. Failure to do so will entitle the Government to recover an amount of Rs.20/- per photograph per print. The number of photographs however be limited to 10 photographs per kilometer length.

8.3 Special Condition for Hot Mix Asfalt Works

(II) CLAUSE NO. 901 OF MINISTRY'S SPECIFICATIONS 4th REVISION 2001

- (a) The responsibility for the quality of the entire construction work is on the contractor. For this purpose, he is required to have his own independent and adequate set-up.

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- (b) The Engineer for satisfying himself about the quality of the materials and work will also have tests conducted by quality control units or by any other agency, generally to the frequency set out in the specifications. For test to be done by the Engineer, the contractor is to render all necessary co-operation and assistance including the provision of labour assistance in packing and dispatching samples etc.
- (c) For the work of embankment, sub grade and pavement, construction of subsequent layer of the same or other material over the finished layer shall be done only after obtaining approval from the Engineer.

Bitumen content & gradation of the various bituminous overlays taken at plant site shall be considered as representative of the mix.

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

(II) GUIDELINES ON QUALITY CONTROL OPERATIONS:

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

1 Supervising control and data acquisition for Bituminous item & W.B.M

Engineer In charge shall allocate unique identification number to the work of this contract. For all Bituminous items under this contract, the contractor shall provide web-based Supervisory Control and Data Acquisition (SCADA) arrangements for the following

(A) DRUM MIX TYPE

- (i) Temperature of metal before mixing.
- (ii) Temperature of bitumen before mixing.
- (iii) Temperature of mix material.

(B) MIX TRANSPORTATION

- (i) Vehicle tracking system (VTS) for all vehicles transporting and laying bituminous mix.

(C) ROLLERS / COMPACTORS / PAVER

(i) Roller / Compactors shall be intelligent. The intelligent compaction system shall have compaction analyzer. The compaction analyzer system shall be inbuilt provided by the original manufacturer of Compactor. In no case retro-fitted system shall be accepted. The Compactor shall be fitted with VSAT (Very small Aperture Terminal) . The Data (Compaction Analyzer) in the computer on the intelligent compactor, including graphic displays shall be replicated on the PWD user Terminal on real time basis (time lag not more than 15 seconds)

(D) GIS MAP

Displaying locations of Hot mix Plants, Tipplers used for hot mix material transportation, Roller, paver and Sprayer on GIS map.

(E) Communicate the Data which is beyond the set parameters by SMS and e-mail to the representative of Engineer In charge for all above A B C D & E.

2 THE OFFER OF THE CONTRACTOR SHALL INCLUDE:

(1) The cost of procuring, establishing, running, operating & maintaining SCADA including all Sensors, Vehicle Tracking System (VTS) and any other instrumentation, automation required to acquire the desired data, mentioned at (A), (B), (C), (D) (E), (F), above . And cost of SCADA for all other locations, places specified in this contract.

2) Web connectivity to all locations where data is being acquired, transmitted, processed, stored and retrieved with minimum speed of 1 MPBS and 100 % availability. The contractor shall provide the web application in such a manner that it shall first update the above data in real time on PWD's works monitoring e-governance web application automatically.

(3) Web-based application including Computer Software, Hardware etc. to transmit, process, store and retrieve the data in the forms and formats as prescribed by the Engineer Incharge.

(4) Arrangement for security of data, Disaster recovery arrangements shall be as per I.T. Industry practice, during the construction period and upto defect liability period.(DLP). Handing over the data on the Web Server after DLP in Electronic form as instructed by Engineer Incharge.

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- (5) Calibration of all SCADA related attachments /accessories as per the specification.:- Web based application to monitor the schedule of Calibration of all SCADA related attachment/accessories. The invalidity of calibration shall lead to non-acceptance of work or measurement and the Contractor shall not be paid for such non-accepted work or measurements
- (6) Submission of printed and authenticated reports to the Engineer Incharge as and when required.
- (7) Point (1) to (6) above shall be arranged and maintained during contract period and defect liability period.
- (8) Cost includes rectification, fine tuning, corrections, additions & alterations to the system to the satisfaction of Engineer Incharge.
- (9) All data generated as per this special condition of contract shall be the property of PWD.
3. The Contractor shall make all necessary arrangement required under Clause-19 above (Supervising control and data acquisition for Bituminous and WBM item) well in advance before starting of the related items of work. All necessary arrangements so made shall be offered for inspection to Engineer Incharge one month prior to the start of the related items of work. Changes if any, after his inspection suggested by the Engineer Incharge shall be carried out at no extra cost and within the period of Three days. A fresh request for inspection, of Engineer Incharge after such rectifications shall be requested by the Contractor and final approval to the SCADA arrangements as specified in Clause-19 shall be obtained.

(III) **CLAUSES IN THE CONDITIONS OF CONTRACT.**

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- (a) All materials and¹¹⁸ workmanship shall be of the Dy. Ex. Engineer, respective type described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the site. All samples shall be supplied by the contractor.
- (b) No work is to be covered up or put out of view without the approval of the Engineer for his examination and measurements.
- (c) During the progress of the works, the Engineer shall have the power to order the removal from the site of any unsuitable material, substitution of proper suitable material and the removal and proper reelection notwithstanding any previous test or interim payment, therefore, and of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the contract.

(IV) GUIDELINES ON QUALITY CONTROL OPERATIONS

The onus of achieving quality of work will be on the contractor who will take actions as stipulated in section 900 of Ministry's specifications for Road and Bridge works (4th revision, 2001)

MINISTRY'S SPECIFICATIONS FOR ROAD AND BRIDGE WORKS

(4TH REVISION 2001)

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

(V) CONTRACTOR'S FACILITIES :

According to the contract (see para 1.3 above) the contractor is

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responsible for the quality¹¹⁹ of the entire construction work, and for
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this purpose, he is required to have his own independent and adequate
set up. To meet this requirement :-

- (a) The list of equipments to be procured and the facilities to be provided shall be got approved by the Engineer. The equipment shall be maintained in a workable condition to the satisfaction of the Engineer.

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

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

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

- (e) The materials Engineer of the contractor should keep close liaison with the quality control units of the Engineer and keep later informed of the sampling and testing programme so that the Engineer's representative could be present during this activity, if considered necessary.

(VI) DAY-TO-DAY QUALITY CONTROL OPERATION :-

The day-to-day controls to be exercised by the Contractor and the

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Engineer are enumerated 120 in the following paragraphs. **Dy. Ex. Engineer,**

9) ALIGNMENT AND LEVEL CONTROL

- (a) The contractor should locate the center-line of the road from the pegs, pillars or reference points fixed during the location survey and from the information furnished in the contract drawings. Any discrepancy between the reference points on the ground and those on the drawings should immediately be brought to the notice of the Engineer for reconciliation.
- (b) Based on the approved center-line, the contractor should set up batter pegs (to delineate the limits, of embankment/cutting) and cleaning stakes (to delineate limits of cleaning and grubbing) and have these got checked and approved by the Engineer.
- (c) The contractor should check the reduced levels of bench marks set up along the alignment. Any discrepancy in the reduced levels of those at site and as indicated in the drawings should immediately be brought to the notice of the Engineer for reconciliation. The contractor should re-establish those bench marks which are found missing at site, and should establish additional bench marks as needed, for ensuring effective level control.
- (d) The contractor shall be responsible for the true and proper setting out of the works in relation to the original survey points, lines and levels of reference given by Engineer in writing. If at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor on being requested to do so by the Engineer, shall at his own cost rectify the error to the satisfaction of the Engineer unless such error is based on incorrect data supplied in writing by the Engineer.
- (e) The contractor shall carefully protect and prepare all bench marks,

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reference pillars and 121 pegs used in setting out the works till
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final take over by the Engineer.

(f) i) The contractor should arrange to obtain approval to each and every activity of the work prior to its commencement. Unless and until the proceeding activity has been approved by the concerned Deputy Engineer, in writing no next activity should be commenced by the contractor. Any work done without prior approval of the concerned Deputy Engineer, would be regarded as unauthorized and would be summarily rejected.

ii) The contractor should maintain an "Event register" at site incorporating therein detailed daily activities carried out on that day along with the details of machinery employed on the work, machinery in working order, bitumen consumed on that day, record of accidents if any, record of visit of higher officers and so on. This event register should be got initialed by the Deputy Engineer every day.

ii) The frequency of testing of various items shall be as per section 901 of M.O.R.T. & H. specifications. In case the required number of tests are not carried out by the agency the work may not be accepted by the Executive Engineer and if inadvertently accepted the shortfall in frequency will be recovered of three times or rates prescribed by vigilance & quality circle, Nashik schedule of testing charges effective from 1.8.2015 at the following rates :-

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

GOVERNMENT OF MAHARASHTRA			
<u>Vigilance & Quality Control Circle</u>			
Schedule of Testing charges for construction material used for Government Works for the Year 2023-24			
Effective from 1/ 07/2023 and valid Upto 30/06/2024			
Sr. No.	Name of Test	Test	Rate in Rs.
1	2	3	4
<u>BASIC TEST OF CEMENT.</u>			
1	Standard Consistency, Fineness, Specific Gravity, Setting Time (Initial & Final), Compressive Strength, Soundness.	1 Test	3960.00
<u>BASIC TEST OF AGGREGATE.</u>			
2	Water Absorption, Specific Gravity, Impact Value, Crushing Value.	1 Test	2730.00
3	Sieve Analysis.	1 Test	725.00
4	Abrasion Value.	1 Test	1230.00
5	Flakiness Index & Elongation Index.	1 Test	895.00
6	Stripping Value. (for Bituminous Work)	1 Test	780.00
7	Soundness.	1 Test	2620.00
<u>MIX DESIGN.</u>			
8	GSB Mix Design./Cement Treated Sub Base (CTSB)	1 Test	17065.00
9	Wet Mix Macadam Mix Design.	1 Test	17065.00
<u>FINE AGGREGATE.</u>			
10	Fineness Modulus (Sieve Analysis), Silt & Clay Content	1 Test	1450.00
11	Chloride & Sulphate Content.	1 Test	835.00
12	Silt Factor.	1 Test	895.00
<u>BRICKS</u>			
13	Water Absorption (Set of 5 Bricks), Compressive Strength(Set of 5 Bricks), Efflorescence (Set of 5 Bricks).	1 Test	2285.00
<u>FLOORING TILES (MOSSAIC / CEMENT)</u>			
14	Flexural test (Set of 6 Tiles), Water Absorption (Set of 6 Tiles).Resistance to wear (Set of 6 Tiles).	1 Test	2620.00
15	Flooring of Natural Stone (Kota, Marble, Granite, Tandur.etc.) Water absorption, Specific gravity	1 Test	1450.00
<u>CERAMIC TILES / VITRIFIED TILES</u>			

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No. of Corrections

Executive Engineer,
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16	Water Absorption, Modulus of Rupture (Set of 6 Tiles)	1 Test	1675.00
	<u>MANGLORE TILES</u>		
17	Water Absorption (Set of 6 Tiles), Flexural test (Set of 6 Tiles).	1 Test	1560.00
18	Permeability.	1 Test	1005
	<u>CONCRETE</u>		
19	Compressive Strength OF C.C. Cube (Set of 3 cubes).	1 Test	725.00
20	Concrete Mix Design (With all Tests on basic materials)	1 Test	14445.00
21	Flexural strength of Beam.	1 Test	780.00
22	Permeability Test.	1 Test	1615.00
23	Concrete mix design by Accelerated curing method. (By Accelerated curing method)	1 Mix Design	17065.00
24	Taking of core samples in concrete pavement. (Excluding Dead Journey Charges)	1 Test	3015.00
25	Dead Journey Charges.	Per Km	18.00
	<u>CONCRETE PAVING BLOCKS</u>		
26	Compressive Strength , Water Absorption,(Set of 8 Blocks)	1 Test	2620.00
	<u>MORTOR</u>		
27	Compressive Strength.(Set of 3 Cubes)	1 Test	725.00
	<u>STONE/ RUBBLE</u>		
28	Crushing Value/Compressive Strength, Water Absorption & Specific Gravity,	1 Test	2120.00
	<u>SOIL / MURUM</u>		
29	Sieve Analysis.	1 Test	725.00
30	Liquid limit & plastic Limit.	1 Test	1230.00
31	Compaction Test (Proctor Density).	1 Test	1955.00
32	C.B.R. Test (Lab) With compaction test.	1 Test	7250.00
33	C.B.R. Test (Field Determination Test) Excluding Transportation.As per IS 2720 Part XXXI	1 Test	2730.00
34	Dead Journey Charges of inspection Vehical	Per Km	18.00
35	Dead Journey Charges of Truck/Tipper	Per Km	65.00
36	Sulphate & Chloride Contents.	1 Test	835.00
37	Mechanical Analysis.	1 Test	2340.00
38	Plate Load Bearing Test.(Excluding Transportation)	1 Test	32785.00
39	Free Swell Test for Soil.	1 Test	950.00
	<u>BITUMEN</u>		
40	Penetration, Softening Point, Flash & Fire Point, Specific	1 Test	3290.00

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Executive Engineer,
P. W. Division , Jalgaon.

	Gravity		
41	Viscosity.	1 Test	2005.00
42	Ducility / Elastic Recovery	1 Test	950.00
43	Extraction Test.(Bituminous mix)	1 Test	1675.00
44	Extraction & Sieve Analysis of Bituminous mix (for BM/DBM/AC) (2 samples of extraction for one sieve analysis including extraction)	1 Test	4125.00
45	Marshall Stability & Flow measurement (Set of 3 moulds)	1 Test	1170.00
46	Job Mix Design with all Tests on aggregate (Excluding bitumen) for DBM/SDBC/AC/SMA (Stone Mastic Ashphalt) (Testing of Bitumen shall be seperately Charged)	1 Mix Design	17065.00
47	B. M. Mix Design with all Tests on aggregate (Excluding bitumen) (Testing of Bitumen shall be seperately Charged)	1 Mix Design	7865.00
48	Mastic Hardness No.	1 Test	725.00
49	Thin film oven test & test on residue of modified bitumen.	1 Test	3290.00
50	Seperation test for modified bitumen.	1 Test	1170.00
51	Density of Bituminous Core.	1 Test	665.00
52	Taking of core samples in bituminous flexible pavement. (Excluding Dead Journey Charges)	1 Test	3015.00
53	Dead Journey Charges.	Per Km	18.00
	<u>BITUMINOUS EMULSION</u>		
54	% Residue Test By Evaporation / Sieve Test	1 Test	665.00
55	Partical Charge Test	1 Test	445.00
	<u>HOLLOW / SOLID / AAC BLOCKS</u>		
56	Density Test . (Set of 3 Blocks),Compressive Strength. (Set of 3 Blocks),Water Absorption Test (Set of 3 Blocks)	1 Test	2065.00
	<u>WATER</u>		
57	PH Value, Sulphate & Chloride Content.	1 Test	1170.00
	<u>WOOD</u>		
58	Density, Moisture Content.	1 Test	1115.00
	<u>FLUSH DOOR</u>		
59	Knife Test, Adhesion Test, End Immersion Test.	1 Test	2845.00
	<u>PLYWOOD</u>		
60	Determination of Resistance to dry heat,Determination of Moisture Content,Determination of Density,Thickness of Plywood.	1 Test	3570.00
61	Test for Glue Adhesion	1 Test	555.00

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<u>PARTICAL BOARD</u>			
62	Determination of Moisture Content, Determination of Density	1 Test	1675.00
<u>ALUMINIUM SECTION</u>			
63	Thickness, Mass Per Running meter,	1 Test	725.00
<u>G.I. PIPES</u>			
64	Weight per running meter, Diameter of pipe & wall thickness of pipe,	1 Test	275.00
<u>P.V.C. PIPES (NONPLASTISIZED)</u>			
65	Weight per running meter, Diameter of pipe & wall thickness of pipe	1 Test	280.00
<u>STEEL ANTI CORROSIVE TEST</u>			
66	Resistance to applied Voltage. (1 Hr. Test) (Set of 2 Bars)	1 Test	1170.00
67	Resistance to applied Voltage.(30 Days Test) (Set of 2 Bars)	1 Test	3290.00
68	Thickness of Coating. (Set of 2 Bars)	1 Test	615.00
69	Chemical Resistance Test.(Set of 8 Bars)	1 Test	2510.00
70	Hardness of Coating Test .	1 Test	335.00
71	Salt Spray Test (4 Cycles) (Set of 2 Bars)	1 Test	1560.00
<u>STEEL BAR TESTING</u>			
72	Upto 16 mm (Set of 3 Bars)	1 Test	1340.00
73	Above 16 mm (Set of 3 Bars) (Tensile strength, %, Elongation, Yield Stress, Weight-Per Meter, Bend / Rebend Test, Proof Stress.)	1 Test	1675.00
74	Nitrol Solution Test. (Set of 3 Bars)	1 Test	4070.00
<u>PAINT / THERMO-PLASTIC PAINT</u>			
75	Glass bead contents & grading analysis.	1 Test	4070.00
76	Reflectance & yellowness index.	1 Test	1170.00
77	Flowability.(Percentage residue).	1 Test	1170.00
78	Softening Point. (Ring & ball method).	1 Test	1060.00
79	Drying Time.	1 Test	835.00
<u>ROAD SIGN BOARD</u>			
80	Retro Reflective Test.	1 Test	4185.00
<u>ROUGHNESS INDEX / ROAD UN-EVENNESS TEST</u>			
81	Road Surface Single Lane.(3.70 to 5.50 m)	Per Km	780.00
82	Road Surface 1.5 Lane to Two Lane. (5.50 to 7.00 m)	Per Km	1560.00
83	Each Additional Lane.	Per Km	780.00

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84	Dead Journey Charges.	Per Km	18.00
<u>OVERLAY DESIGN</u>			
85	Benkelman Beam Test (Excluding Dead Journey Charges)	Per Km	14830.00
<u>NON -DESTRUCTIVE TEST</u>			
86	Rebound Hammer Test.	1 Point	280.00
87	Ultrasonic Pulse Velocity	1 Point	390.00

Important Note:The above rates are applicable for all Division & Subdivision under P.W.D. in Maharashtra and for other Government / Private Organization the rates shall be twice as mentioned in SSR.

(10) SHOULDERS :-

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

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(11) BITUMINOUS CONSTRUCTION – GENERAL :-

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

(12) BITUMINOUS SPRAYED WORK :-

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

(13) HOT MIXED AND HOT LAID BITUMINOUS CONSTRUCTIONS :-

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

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- (b) The plant should be checked for capability to produce mix conforming to the JMF. If necessary, trial stretches should be laid and checked approximately.
- (c) Control should be exercised on temperature of binder in the boiler, aggregate in the dryer and mix at the time of laying and rolling.
- (d) Tests for stability flow, unit weight etc. of mix collected from the discharge point of the plant, extraction test for binder content and aggregate gradation should be performed to check on the quality of mix discharged from the plant.
- (e) Thickness and density of the compacted mix should be checked by taking core samples.

14) PAVEMENT COURSES- GENERAL CONTROLS :-

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

(15) SEQUENCE OF WORK :

The following consequence shall be followed during execution.

The Sequence of execution of work shall be as per the bar chart attached with this tender.

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

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

SPECIFICATIONS :

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

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

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

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- (c) The sign No.3 sign board indicating "MEN AT WORK" shall be placed at a distance of 40 m. away from the point of transition of carriageway. The sign board shall be of an equilateral triangle of size 90 cm. having white coloured background. Retro-reflective border in red colour and non reflective symbol in black colour as per IRC. 67. 2001 (1st revision).
- (d) The Sign No. 4 displaying the message " GO SLOW, WORK IN PROGRESS" shall be placed at the point of transition of carriageway. The size of sign board shall be 1.0 metre x 1.0 metre having red background and retro reflective messages in white colour.
- (e) Sand filled plastic cones mounted with retro reflective arrow hazard marker sign shall be placed as indicated in the drawing. Plastic cone shall be 73 centimeter in height having 39 centimeter. square/ hexagonal base. Sand filled plastic cones shall be placed along the road length where work is in progress as shown in the drawing.
- (f) Retro-reflective strong Inviolable Stand Type Barrier shall be placed at either ends of the widening area upto the edge of the formation. The barricades shall not be removed unless the permission is given by the responsible officer of the rank not less than Sectional Engineer. The barricade shall have two plates of size 1.30 metre x 0.20 metre painted black and shall have white retro reflective strips and mounted on Angle Iron Stand of 1.0 metre height.
- (g) Yellow light flashers shall be kept lit from sunset to sunrise, 2 numbers. along transition line of traffic and 3 numbers at barriers on both sides as indicated in the drawing.
- (h) The signs, lights, barricades and other traffic control devices shall be well maintained, till such time that the traffic is commissioned on the widened road. The size, shape and colour of all the sign and caution boards shall be as mentioned above as per detailed drawings in accordance with the relevant I. R. C. specifications and as per Ministry of Road Transport and Highway's specifications.
- i) The provision of item of traffic safety measures as per drawing No. 1, shall be obligatory to the contractor and no separate payment, whatsoever will be made for the same.

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(18) Additional tender condition for Traffic Safety :

Notwithstanding whether it as per the rules of the traffic authorities or otherwise the agency should ensure that their vehicles the term includes all construction machinery, towed or self driven are equipped with the following to emphasize traffic safety.

- 1) Reflectors 4 Nos.
- 2) Tail lamps 2 Nos.
- 3) One of the following slogans
- 4) जल्दी रती म राब, होश मे आओ लाट साहब.
- 5) दारूचा ए च प्याला र । तुमच्या नाशाला.
- 6) न े मर ।, न े अपं ता, वे ावर ताबा पाळा द ता.
- 7) Drink and drive you won't survive
- 8) समय मुल्यवान है लीं न जीवन अमूल्य है.
- 9) वाहन व्यवस्थित जीवनसुरां ता.
- 10) ए झप पी ए अपघात.
- 11) जेथे ल । विचलीत तेथे अपघात निश्चित.
- 12) आप ी भूल दुसरो ी परेशानी.
- 13) आवरा वे ाला सावरा जिवाला.
- 14) मनाचा ब्रे उत्तर ब्रे .
- 15) Live and Let live
- 16) A Cat has 9 lives you have only 1
- 17) धुम्रपान मद्यपान आयुष्याची धुळधा ।.

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

- | | | | |
|----|-----------|-----------|---------|
| 1) | Reflector | Rs. 25/- | Per No. |
| 2) | Tail Lamp | Rs. 175/- | Per No. |
| 3) | Slogan | Rs. 75/- | Per No. |

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

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19) CONDITION FOR CARRYING ROUGHNESS INDEX**Clause :**

The contractor shall be responsible to measure the roughness of road at three different stage of work. The values of roughness so measured shall not exceed the values given below for various types of road surfaces under standard conditions of carrying out the test and as specified below.

- 1) W.B.M. 8000 mm/Km.

The contractor shall submit these results after carrying the above test. This is incidental to work. No separate payment will be made for this if item is not provided in the tender.

(20) GENERAL CONDITION AND SPECIFICATIONS

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

20.2 CONTRACTOR TO STUDY SITE CONDITIONS :-

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

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

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20.3. **DECLARATION OF THE CONTRACTOR :-**

The contractor should sign the declaration form on page No. -----

20.4. **INDEMNITY :-**

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

20.5. **DEFINITIONS :-** Unless excluded by or repugnant to the context.

- (a) The expression, **Government** as used in the tender papers shall mean the Public Works Department of the Government of Maharashtra.
- (b) The expression **Chief Engineer** as used any where in the tender papers shall mean Chief Engineer of the Government of Maharashtra who is designated as such.
- (c) The expression **Superintending Engineer** as used in the tender papers shall mean an officer of Superintending Engineer's rank (by whatever designation he may be known) under whose control the work lies for the time being.
- (d) The expression **Engineer or Engineer-in-Charge** as used in the tender papers shall mean the Executive Engineer-in-Charge of the work for the time being.
- (e) The expression **Contractor** as used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorised to proceed with the work.
- (f) The expression **Contract** used in the tender papers shall mean the deed of contract together with its original accompaniment and those latter incorporated in it by mutual consent.
- (g) The expression **Plant** as used in the tender papers shall mean every temporary and necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles of application of every sort, kind and description whatsoever intended or used thereof.

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- (h) **Drawings** shall mean the drawing referred to in the specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- (i) **Engineer's representative** shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.
- (j) **Provisional sum or Provisional lumpsum** shall mean lumpsum included by Government in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
- (k) **Provisional items** shall mean items for which approximate quantities have been included in the tender documents.
- (l) The **Site** shall mean the lands and / or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of contract.
- (m) The **Work** shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- (n) The **Contract sum** shall mean the sum for which the tender is accepted.
- (o) The **Accepting Authority** shall mean the officer competent to accept the tender.
- (p) The **Day** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.
- (q) **Temporary Works** shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the works.
- (r) **Urgent works** shall mean any measure which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

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

Heading and marginal notes, if any, to the general conditions shall not be deemed to form part thereof or be taken into consideration in the Interpretation thereof of the contract.

Wherever there is mention of **Schedule of rates** of the Division or simply D. S. R. in this tender, it will be taken to mean as **the Schedule of the rate prepared on the basis of ministry data book of the Division in whose jurisdiction the work lies.**

20.6. ERRORS, OMISSIONS AND DISCREPANCIES :-

- a) In case of errors, omissions and/or disagreement between written and scaled dimension on the drawing or between drawings and specifications etc. the following order of preference shall apply.
 - i) Between actual scaled and written dimensions or descriptions on a drawing the later shall be adopted.
 - ii) Between the written or shown description or dimensions in the drawing and corresponding one in the specifications, the later shall apply.
 - iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the later shall be preferred.
 - iv) Between the written description of the item in the schedule of quantities and the detailed description in specification of the same items, later shall be adopted.
- b) In case of discrepancy between percentage rate quoted in figure and words, the lowest of the two will be considered for acceptance of tender.
- c) In all cases of omissions and or doubts or discrepancies in the dimensions or description of any items or specification, a reference shall be made to the **Executive Engineer, Public Works Division , JALGAON** whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

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- d) The special provision in detailed specifications and wording of any items shall gain precedence over corresponding contradictory provision (if any) in the standard specifications of Public Works Department Hand Book where reference to such specifications is given without reproducing the details in contract.

20.7 PROGRAMME OF WORK :-

The works is required to be completed within a **period (12 Month) mention in original tender notice**. The tentative programme may be as per the bar-chart attached in tender document.

a) METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENTS :-

Contractor shall furnish at least 15 days in advance his programme of commencement of item of work, the details actual methods that would be adopted by the contractor for the execution of various items of work such as well sinking, cast-in-situ, superstructure for bridge work and earth work, W.B.M, Black topping items etc. for road works supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of Engineer-in-Charge well in advance of such item of work. The Engineer-in-Charge reserves the right to suggest modifications or make complete changes in the method proposed by contractor, whether accepted previously or not any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Government so long as specifications of the items remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the contractor, will however, rest on the contractor, irrespective of any approval given by the Engineer. In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.

b) CONSTRUCTION EQUIPMENT :-

The contractor shall be required to give a trial run of the equipments for establishing their capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipments provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable

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to the Engineer and no equipment or personnel will be removed from site without permission of the Engineer.

c) **PROGRESS SCHEDULE :-**

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

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

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

The contractor shall maintain profarmas, charts, details regarding machinery, equipments, labour, materials, personnel etc. as may be specified by the Engineer and submit periodic returns thereof as may be specified by the Engineer-in-Charge.

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20.8 AGENT AND WORK ORDER BOOK :-

The contractor shall himself manage the work or engage an authorised all time agent on the work capable of managing and guiding the work and understanding the specification and contract conditions.

A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matter in case the Engineer-in-Charge considers this is essential for the work and so directs the contractor. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The contractor shall supply to the Engineer-in-Charge, the details of all supervisory and other staff employed by the contractor and notify changes when made, and satisfy the Engineer-in-Charge regarding the quantity and sufficiency, of the staff, thus employed. The engineer will have the unquestionable right to ask for changes in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacement to the satisfaction of the Engineer.

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

20.9. SETTING OUT :-**i) ROAD WORKS :-**

- a) The contractor shall establish working bench marks in the area soon after taking possession of the site. The reference Bench mark for the area shall be as indicated in the Contract Documents. The working bench mark/s shall be at the rate of four per Km. and also at or near all drainage structures, over bridges and underpasses. The working bench mark/s shall be got approved from Engineer. Checks must be made on these bench marks once every month and adjustment if any got approved from Engineer and recorded. An up-to-date record of all bench marks including approved adjustment, if any shall be maintained

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by the contractor and also a copy supplied to the Engineer for his record.

- b) The lines and levels of formation, side slopes, drainage, carriageways and shoulders shall be carefully set and frequently checked, care being taken to ensure that correct gradients and cross sections are everywhere obtained.
- c) In order to facilitate the setting out of the works, the center line of the carriage way or highway must be accurately established by the contractor and approved by the Engineer. It must then be accurately referenced in a manner satisfactory to the Engineer, at every 50 m. intervals in plain and rolling terrain and 20m. intervals in hilly terrain and at all curve points as directed by the Engineer, with marker pegs and chainage boards set in or near the fence line, and a schedule of reference dimensions shall be prepared and supplied by the contractor to the Engineer. These markers shall be maintained until the works reach finished formation level and are accepted by the Engineer.
- d) On reaching the formation level stage, the center line shall again be set out by the contractor and when approved by the Engineer, shall be accurately referenced in a manner satisfactory to the Engineer by marker pegs set at the outer limits of the formation.
- e) No reference peg or marker shall be removed or withdraw without the approval of the Engineer and no earthwork or structural work shall be commenced until the center line has been referenced.
- f) The contractor will be the sole responsible party for safeguarding all survey monuments, bench marks, beacons etc. The Engineer will provide the contractor with the data necessary for the setting out of the center line. All dimensions and levels shown on the drawings or mentioned in documents forming part of or issued under the contract shall be verified by the contractor on the site and he shall immediately inform the Engineer of any apparent errors or discrepancies in such dimensions or levels. The contractor shall after or in connection with the setting out of the center line, survey the terrain along the road and shall submit to the Engineer for his approval, a profile along the road centerline and cross sections at intervals as required by the Engineer.
- g) After obtaining approval of the Engineer, work on item of earthwork can commence and the profile and cross sections shall form the basis for measurement and payment. The contractor is responsible for checking

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that all the basic traverse points are in place at the commencement of the contract and if any are missing, or appear to have been disturbed, the contractor shall make arrangements in reestablishing these points.

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

- h) The works of setting out shall be deemed to be part of general works, preparatory to the execution of work and no separate payment shall be made for the same.

II) **FOR BRIDGE WORKS**

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

One tentative abutment location will be indicated by Engineer-in-Charge and the center line of the bridge shall be defined by him. The contractor will then have to fix up the location of the other abutment. The abutment location will then be verified by the Department and may be adjusted.

Once the final location of abutments is so finalised, it will be the Contractor's responsibility to line out and locate the remaining foundations.

The Contractor shall be responsible for true and proper setting out of the works and for the correctness of the positions, levels, dimensions and arrangements of all parts of works, and for providing all necessary instruments, appliances and labour in connection therewith at his own cost.

Officers may assist the Contractor in proper setting out. Government instruments may be allowed to be used for setting out work for which no cost shall be recovered from the Contractor. If at any time during the progress of work, any errors arise in regard to levels or dimensions or

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alignment of any part of the work, rectification thereof, on being required to do so, will be carried out by the Contractor at his own cost, unless such errors are based on incorrect data, supplied in writing, by the Engineer or his authorised representative in which case the expenses of the rectification shall be refunded by Government.

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

RESPONSIBILITIES FOR LEVEL AND ALIGNMENT :-

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

20.10. LEVELING INSTRUMENTS :-

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

20.11. AUTHORITIES OF THE ENGINEER-IN-CHARGE'S REPRESENTATIVE

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

The Engineer-in-Charge may from time to time, in writing delegate to his representative any powers and authorities vested in the Engineer-in-Charge and shall furnish to the contractor, a copy of all such delegation of powers and authorities. Any written instruction or

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approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegations (but not otherwise) shall bind the contractor and the department as though it had been given by the Engineer-in-Charge, provided always as follows.

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

20.12 CO-ORDINATION :-

When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full co-ordination and co-operation between different contractors to ensure timely completion of the whole project smoothly. The schedule dates for completion specified in each contract shall therefore, be strictly adhered to by each contractor. Each contractor may make his independent arrangement for water, power, access housing, etc. if he so desires. On the other hand, the contractors are at liberty to mutual agree in this behalf and make joint arrangement with the approval of the Engineer. No single

Contractor shall take or cause to be taken any steps or action that may cause destruction, discontent, or disturbance of work, labour or arrangement etc. of the other Contractor in the project localities. Any action by any Contractor which the Engineer in his unquestioned discretion may consider infringement of the above code, would be considered as a breach of Contract Conditions and shall be dealt with as such.

In case of any dispute, disagreement between the Contractors, the Engineer's decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractor shall be final and binding on the contractor concerned and such a decision or decisions shall not vitiate any contract nor absolve the Contractor(s) of his/their obligation under the contract, nor consider for the grant for any claim or compensation.

20.13 ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC. :-

The Engineer-in-Charge, on written request by the contractor, will if in his opinion, the request is reasonable and in the interest of work and its progress, assist the contractor in securing, the priorities for deliveries transport permits for controlled materials, permits for quarries and other

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similar permits etc. where such are needed. The Government, will not however be responsible for the non availability of such facility or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Government.

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

21 QUARRIES:-

- a) No. P.W.D. quarries are available with this Department. The Contractor(s) shall have to arrange the same himself/themselves.
- b) The quarrying operation shall be carried out by the Contractor with proper equipment such as compressors. Jack hammers, drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get required out turn.
- c) The contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down from time to time by Govt. Any cost incurred by Government due to non compliance of any rules or regulations or due to damages by the Contractor shall be the responsibility of the Contractor.

The Engineer-in-Charge or his representative shall be given full facilities by the Contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-Charge or his representative shall at any time be allowed to inspect the work, building, and equipment.

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

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- e) All quarrying operations shall be carried out by the Contractor in organised and expeditious manner, systematically and with proper planning. The Contractor shall engage licensed blaster and adopt electric blasting and/or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The Contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives from as modified from time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary licence for blasting and licence for storage of blasting materials from the concerned authorities. The Contractor must therefore take timely advance action for procuring all such licenses so that the work progress may not be hampered.
- f) The approaches to the quarrying place from the existing public roads shall have to be arranged by the Contractor at his own cost, and the approaches shall be maintained by the Contractor at his own cost till the work is over.
- g) The quarrying operations shall be carried out by the Contractor to the entire satisfaction of the Engineer-in-Charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which in the opinion of the Engineer-in-Charge is not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown, at the Contractor's cost.
- h) Since all stones quarried from Government quarry (if made available) by the Contractor including the excavated over burden are the property of the Govt., no stones or earth shall be supplied by the Contractor to any other agencies or works or allowed to be taken away for any other work. All such surplus quarried materials not required for work under this contract shall be the property of the Govt. and shall be handed over by the Contractor to Government, free of cost at quarry site duly heaped at the spots indicated by the Engineer-in-Charge. Leaving off a quarry face or opening as a new quarry face shall be done only on the approval of the Engineer-in-Charge.

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- i) Quarrying permission will have to be directly obtained by the Contractor from the Collector of the District concerned for which purpose the department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking materials etc. if any to be paid, shall be paid directly by the Contractor as per rules in force.
- j) The contractor will be permitted to erect at this own risk and cost at the quarry site if suitable vacant space Govt. area is available for the purpose, his own structures for stores, offices, etc. at places approved by the Engineer-in-Charge. On completion of the work, contractor shall remove all the structures erected by him and restore the site to its original condition.
- k) The contractor shall not use any land in the quarry either for cultivation or for any other purpose except, that required for breaking or stacking or transporting stones.

22. COLLECTION OF MATERIALS :-

- (i) Where suitable and approved P. W. Deptt's quarries exist, the contractor or piece worker will be allowed, if otherwise there is no objection to obtain the materials, to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance and claim refund according to rules, if admissible, and shall submit detailed accounts of materials from quarries as directed.
- ii) Where no suitable P. W. Deptt's quarries exists or when the quantity of the material required cannot be obtained from a P. W. Department's quarry, the contractor or piece-worker shall make his own arrangements to obtain the materials from existing or a new quarry in Government waste land, private land or land belonging to other states or talukas etc. After opening the quarry but before starting collection, the quarry shall be got approved by the Engineer-in-Charge or his representatives. The contractor or piece worker shall pay all royalty charges, compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of land, will be entertained.
- iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable materials, dewatering a

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quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cart tracks, control charges, central / state Government or municipal taxes, local board cuss etc.

- iv) The rates in the tender are for the delivery of the approved material on road side, properly stacked at the places specified by the Engineer-in-Charge and are inclusive of conveyance charges in respect of the leads and lifts. No claim on account of changes in lead will be entertained,
- v) No material shall be removed from the land within the road boundary or from the land touching it, without the written permission of the Engineer-in-Charge or his authorised agent. If any materials is unauthorisely obtained from such places, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition, as may be decided by the Executive Engineer and will have to stop further collection.
- vi) Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which, it will be got removed

departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims or compensation etc. arising out of any accident, etc. Any such materials causing obstruction or danger etc. will be got removed departmentally at his cost and no claims for any loss or damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Deptt. and shall attend to any complaint which may be received.

- vii) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over or to be washed away by rain or floods, to be buried under the land slide etc. or slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.
- viii) Before stacking, the materials shall be free from all earth, rubbish vegetable matter and other extraneous substance and in the case of metal, screened to gauge, if so directed when ready. It shall be collected/stacked entirely clear of the road way, on ground which has been cleaned of vegetation and leveled. On high banks, ghat roads

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etc. where it may not be practicable to stack it entirely clear of the road way, it may be stacked with permission of the Engineer-in-Charge, on beams in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.

- ix) The size of the stacks for materials other than rubble shall be 1m x 1m x 0.5m or such other size as may be directed by the Engineer-in-Charge and all but one stack in furlong (200 meter) shall be of the same uniform size and shall be uniformly distributed over whole length. One stack (at the end) in each furlong may be of length different from the rest in order to adjust total quantity to be required, but its width and height will be the same as those of the rest.

Quality control tests shall be carried out as per frequency of test given as per clause No. 901 (Ministry specifications 4th revisions 2001). Failing to do so, Engineer in charge is empowered to accept or reject the work done.

- x) The Sub Divisional Officer shall supply the contractor with statement showing 200 M wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirements in that 200 M shall be stacked. Any excess quantity shall be removed at the expense of the contractor or piece worker to where it is required before the material in that 200 M is finally measured.
- xi) In stacking materials the deposition shall commence at the end of the kilometer farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Executive Engineer). Stacking in a 200 M shall be completed before it is started in another, unless directed otherwise, in writing by the Executive Engineer. Measurements of the materials stacked in a 200 M will not be recorded until the full quantity required has been stacked unless otherwise authorised by Engineer in writing. Collecting and spreading shall not be carried out at the same time in one and the same kilometer or in two adjoining kilometers except with the written permission of the Executive Engineer.
- xii) Unless otherwise directed, the materials shall be collected in the following order according to availability of space:- (1) Rubble (if included in tender) (2) Metal (3) Soft murum and (4) Hard murum. Hard murum shall be stacked on the side opposite to that on which soft murum has been stacked. Similarly metal collected for petty repairs shall be stacked on the side opposite to metal for new layer, where metal for two layers has to be stacked as in the case of new

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roads, the metal for each layer shall be stacked on the opposite sides of the road.

- xiii) All road material shall be examined and measured before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the contractor or piece worker. Immediately after the measurements are recorded, the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Executive Engineer to prevent from any possibility of the same material being measured and recorded over again and to prevent any unauthorised tamping with the stacks.

If the contractor or the piece worker fails to attend measurements of materials after receiving the notice from the Sub Divisional Officer or his subordinate stating the date and time of the intention to measure the work, the same shall be measured never-the-less and no complaint in this respect will be entertained later on. If the contractor or piece worker fails to supply sufficient labour or the materials required at the time of measurements or check measurements after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account.

- xiv) No deduction will be made for voids.

23 TEMPORARY QUARTERS AND SITE OFFICE:-

- (i) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for providing housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Engineer-in-Charge.
- (ii) The contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Executive Engineer's representative. The covered area exclusive of verandah should not be less than 40 Square meters. It may have brick walls and asbestos or corrugated iron roof. Paved floor should be 45 cms above ground level. He should provide a basket type or suitable latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

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24 TREASURE-TROVE:-

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

25 PATENTED DEVICE:-

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

26 EXPLOSIVES:-

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

27 DAMAGE BY FLOODS OR ACCIDENTS

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

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28 POLICE PROTECTION

For the Special Projection of camp and the contractor's work, the Dep't. will help the contractor as far as possible to arrange for such protection with the concerned authorities, if so required by the contractor in writing. The full cost of such protection shall be borne by the contractor.

29 TRAFFIC REGULATION FOR ROAD WORKS :-

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

b) The contractor shall at all times carry out the work on the road in a manner creating least interferences to the flow of traffic, while consistent with the satisfactory execution of the same. For all works, involving improvements to the existing road, the contractor shall, in accordance with the directives of the Engineer-in-Charge, provide and maintain, during the execution of work a passage for traffic, either along or part of the existing carriageway under improvement or along a temporary diversion constructed close to the road.

c) TRAFFIC REGULATION FOR BRIDGES AND C.D.WORKS

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

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Traffic safety and control shall be as per clause no. 112.4 of M.O.R.T. & H. specifications for Roads and bridges (4th Revision 2001)

30 SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

a) **SUPERVISION**

The contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer-in-Charge, to act on his behalf. If in the opinion of the Engineer-in-Charge, the contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses employ as his accredited agent a qualified Engineer approved by the Engineer-in-Charge.

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

b) **INSPECTION:**

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

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

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31) INITIAL MEASUREMENTS FOR RECORD

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

32) SAMPLES AND TESTING OF MATERIALS :

- i) All materials to be used on work shall be got approved in advance from the Engineer-in-Charge and shall pass the test and/or analysis required by him which will be :-
 - a) As specified in the specification for the items concerned and/or
 - b) I.S.I. Specifications (whichever and wherever applicable)
 - c) Such recognised specifications acceptable to Engineer-in-Charge as equivalent thereto or in absence of such authorised specification.
 - d) Such requirement, test and/or analysis as may be specified by the Engineer-in-Charge in order of precedence given above.
- ii) The contractor shall at his risk and cost make all arrangements and/or shall provide for all such facilities as the Engineer-in-Charge may require for collecting, preparing required number of samples for tests or analysis at such time and to such place or places as may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-Charge.

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- iii) The contractor shall if and when required, submit at his cost the samples of materials to be tested or analysed and if, so directed, shall not make use of or incorporate in the works any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer- in-Charge.
- iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of the testing of materials.
- v) The contractor or his authorised representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorised representative will be binding on the contractor.
- vi) The contractor shall at his own cost set up laboratory to carry out the routine tests of materials which are to be used on the work. The tests will have to be carried out either in his field laboratory or in an approved laboratory. In case tests are carried out in field laboratory, at least 20% tests should be carried out in nearest quality control laboratory of the Department.
- vii) In case of materials procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorised representative of the Engineer-in-Charge at the nearest approved laboratory. If additional testing other than as required by specification is ordered, the testing charges, shall be borne by the Department, if the test results are satisfactory and by the contractor if the same are not satisfactory.
- viii) In case of materials supplied by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the testing results are satisfactory and the Department if the same are not satisfactory.

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- ix) Quality control tests shall be carried out as per frequency of tests given in clause No. 901. Failing to do so, Engineer in charge is empowered to accept or reject the work done. If quality control tests are conducted by the department, then recovery of testing charges will be made at penal rate i.e. five times of specified rates by Government laboratory, from the running bill payable to the contractor.

33. MISCELLANEOUS

- a) Rate shall be inclusive of S. T., General tax and other taxes, etc.
- b) For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc and later on refilled up with bricks or stone chipping, cement mortar without any extra cost.
- c) In case if it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside Dep't. limits, the contractor will have to make his own arrangements with the land owners and to pay such rents if any, are payable as mutually agreed between them.

The Department will offer the Contractor all the reasonable assistance to enable him to obtain Govt. land for such purpose on usual terms and conditions as per rules of Government, if such land is available.

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

- d) Suitable separating barricades and enclosures shall be provided to separate material brought by contractor and material issued by government to contractor under Schedule 'A'. Same is applicable for the material obtained from different sources of supply.
- e) The stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or infusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other

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hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely-hood of subsidence of soil, such heavy materials shall be stored on approved platforms.

- f) For Road and Bridge works the contractor shall in addition to the specification cited here, comply with requirements of relevant I.R.C. Code in practice.
- g) The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.
- h) If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Contractor with the help of the deptt. at his own cost.
- i) Defective work is liable to be rejected at any stage. The contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.
- j) In the schedule 'B' the work has been divided into sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.
- k) General directions or detailed description of work, materials and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section clause (s) of the General specifications in accordance with which, the work is to be carried out.
- l) In the absence of specific direction to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant, overhead charges and profiles, as well as the general liabilities, obligations and risks arising out of the General conditions of contract.
- m) The quantities set down against the item in the Schedule 'B' are only estimated quantities of each kind of work included in the Contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.

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- n) All measurements will be made in accordance with the methods indicated in the specifications and read in conjunction with the General Conditions of Contract.
- o) The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary, while preparing working drawing which will be supplied by the Government during execution. The contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.
- p) The recoveries if any due from contractor will be effected as arrears of land revenue through the Collector of the District.
- q) Clause 101 to 107 of Specifications of Road and Bridges work adhered herewith will be applicable to works as per Schedule 'B' unless specified otherwise in the detailed specifications of the relevant items.
- r) All materials used in the construction shall conform to the requirement of Specification clause under section 1000" Materials for Structures of Specification of Road and Bridge work, M.O.R.T. & H. New Delhi, (4th Revision 2001)
- s) Extraneous materials and steps to minimise dust nuisance during construction shall be as per clause 111 of M.O.R.T. & H. specification (4th revision 2001)

34 PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES. TRANSMISSION TOWERS. ELECTRICITY CABLES AND WATER SUPPLY LINES :-

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

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

- a) The contractor shall provide adequate supply of potable water for the use of laboures on work and in camps.
- b) The contractor shall construct trench or semi permanent latrines for the use of the Laboures. Separate latrines shall be provided for men and women.
- c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the Labourers according to the following specifications :-
 1. Huts of Bamboos and Grass may be constructed.
 2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungle, grass or woods should be particularly avoided. Camps should not be established close to large cuttings of earth work.
 3. The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
 4. There should be no over crowding. Floor space at the rate of 10 Sqm. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
 5. The Contractor must find his own land and if he wants Government land, he should apply for it and pay assessment for it, if made available by government.
 6. The contractor shall construct sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
 7. The Contractor shall make sufficient arrangements for draining away the surface and sludge water as well as water from the bathing and washing places and shall dispose off this waste water in such way as not to cause any nuisance.

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- 8) The contractor shall engage a Medical Officer with a traveling dispensary for a Camp containing 500 or more persons if there is no Govt. or other private dispensary situated within 8 kilometers from the Camp. In case of emergency the contractor shall arrange at his cost for transport for quick medical help to his sick worker.
- 9) The Contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged.
- 10) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matters such as water supply, sanitary conveniences, the camp site, accommodation and food supply shall be followed by the Contractor.
- 11) The contractor shall make arrangement for all antimalarial measures to be provided for the labour employed on the work. The antimalarial measures shall be provided as directed by the Assistant Director of Public Health.

36 SAFETY CODE:-

- 1) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1:4 (1. horizontal and 4 vertical).
- 2) Scaffolding or staging more than 3.25m above the ground or floors swung or suspended from an overhead support or erected with stationary supports, shall have guard rail properly attached, bolted, braced and otherwise assured at least 1m high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or the structure.

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- 3) Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or is more than 3.25m above ground level or floor level. It shall be closely boarded and should have adequate width and should be suitably fenced as described in 2 above.
- 4) Every opening in floor of the building or in a working platform shall be provided with suitable protection to prevent fall of persons or materials by providing suitable fencing or railing with minimum height of 1m.
- 5) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m in length. Width between side rails of ladder shall in no case be less than 30 cms for ladders up to and including 3m in length. For longer ladders this width shall be increased at least 6mm for each additional 30 cms. of length. Uniform steps spacing shall not exceed 30 cms.
- 6) Adequate precautions shall be taken to prevent danger from electrical equipments. No materials on any of the site shall be stacked or placed as to cause danger or in convenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expense of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor to be paid to compromise any claim by any such person.

37. SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK :-

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

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

- i) General works such as setting out, clearance of site before setting out and clearance of works after completion.
- ii) A detailed programme for the construction and completion of the works (using CPM / PERT techniques) giving, in addition to construction activities detailed network activities for the submission and approval of materials, procurement of critical materials and equipments.

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

- iii) Samples of various materials proposed to be used on the work for conducting tests there on as required as per the provisions of the contract.
- iv) Design of mixes as per the relevant clauses of the specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant clauses of these specifications to be submitted to the Engineer for his approval before use in the works:
- v) Detailed designs, calculations and drawings for all temporary works (such as form work, staging, centering, specialised constructional handling and launching equipment and the like);
- vi) Detailed drawings for templates, support and end anchorage, details for pre stressing cable profiles, bar bending and cutting schedules for reinforcement, materials lists for fabrication of structural steel etc.
- vii) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provisions of the specifications:.
- viii) Testing of various finished items and materials including bitumen, cement, concrete, bearings as required under these specifications and furnishing test reports/certificates.

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- ix) Inspection reports in respect of form work, staging, reinforcement and other items of work as per the relevant specifications.
- x) Any other data which may be required as per these specifications or the conditions of contract or any other annexure/schedules forming part of the contract.
- xi) Any other item of work which is not specifically provided in the bill of quantities but which is necessary for complying with the provisions of the contract.
- xii) **All temporary works, form work and false works.**
Portion of road works beyond the limits and or any other work may be got constructed by the employer directly through other agencies. Accordingly, other agencies employed by the Employer may be working in the vicinity of the work being executed by the contractor. The contractor shall liaise with such agencies and adjust his construction programme for the completion of the work accordingly and no claim or compensation due to any reason whatsoever will be entertained on this account. The Employer will be indemnified by the contractor for any claims from other agencies on this account.

38 **PAYMENTS:-**

a) **RUNNING BILLS:-**

Two payments in a month will be granted by the Engineer-in-Charge if the progress is satisfactory. Contractor should submit bills to the Engineer-in-Charge in appropriate forms.

b) **FINAL BILL:-**

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

39. **HANDING OVER OF WORK:-**

All the work and materials before finally taken over by Government, will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments

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made for such work will not alter this position. The handing over by the contractor and taking over by the Executive Engineer or his authorised representative will be always in writing of which copies will go to the Executive Engineer or his authorised representative and the contractor. It is, however, understood that before taking over such work Government will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

40 CLAIMS

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

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

41 MAINTENANCE

- 41.2 On completion of the work in all respects, necessary certificate will be issued by the concerned Executive Engineer and the defect liability period will be counted from the date of issue of such certificates.
- 41.3 All damages during execution shall be made good by the contractor at his cost. He will be responsible for any damages to the road surface including B.T. surface in rainy seasons and during construction and guaranteed maintenance period and no separate payment will be made for restoring such damages.
- 41.4 Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has carried out. No. extra payment shall be made for such rectification.
- 41.5 The agency has to commence the rectification work as soon as possible and in any case no later than 3 days of its communication by the concerned E.E. / D.E. / J.E. and complete the same within 7 days maximum in case the agency fails to start the rectification work within above specified period, the department will levy a compensation of Rs. 5000.00 per day till the time commences the rectification work.
- 41.6 Alternatively the rectification work will be taken up in hand by the department after 3 days at the risk and cost of the agency and all expenses including any incidentals will be recovered from its immediate

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forthcoming bill.

- 41.7 The agency will have to make all necessary arrangements for smooth flow of traffic till the time the rectification work is completed or also this will be done by the department at the risk and cost of agency.
- 41.8 The contractors liability of maintaining the road to the required specifications will commence right from the date of work order till the expiry of defect liability period. The liability also extends to the un tackled length.

42) Additional condition to be incorporated in the tenders for work primarily of bituminous nature :

- 1) Where more than one bituminous layer is provided, the B.C./SDBC/OGC will be considered as acceptable if the cumulative roughness index is not more than the following values -
- a) O.G. premix bituminous carpet - 3500 mm / km.
- b) B.B.M. - 4500 mm / km.
- c) W.B.M. - 8000 mm/ km

Similarly, when only one bituminous overlay is provided as renewal coat only (S.D.B.C. / O.G.C.) the cumulative roughness index shall not be than 3000 mm km. In case renewal by B.C. the cumulative roughness index shall not be more than 2500 mm / km. (The relevant condition will apply.)

The roughness index measurements shall be carried out by "Towed fifth wheel bump integrator" by the contractor at his own cost.

- 2) The agency will be responsible for the maintenance of the entire stretch of the road included in the scope of work right from the day on which the work order is issued for the work, till the end of defect liability period.
- 3) Where the use of vibratory roller and sensor paver is envisaged for the work, the agency must produce the relevant papers to prove that the sensor paver and vibratory roller is owned by them. More production of hire agreement / purchase order will not suffice.

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- 4) The sensor paver shall be equipped with attachment like balancing beam etc. to achieve the longitudinal control on the bituminous layer.
- 5) The agency must submit a proof of owning mechanical sprayer. (Towed type / truck mounted type.)
- 6) All items of tack coat, prime coat and bituminous overlays of penetration type like B.U.S.G., B.B.M. etc. and liquid seal coat must be carried out by pressure sprayers only. The pressure sprayer may be a mechanical sprayer with towing arrangement or truck mounted type.
- 7) The RCC pipes required for the work shall be procured from the MSSIDC only. The payment towards providing and fixing N2/NP3/NP4 pipes will be released only after the Contractor submits the bills of MSSIDC to authenticate that the pipes have been purchased from the MSSIDC. No payment towards the item of providing and laying of the pipe will be released in absence of the submission of requisite documents.
- 8) Steps to be taken to plug the Loop holes in the supply of good quality retro reflective sign Boards.
 - A) Signboard manufacturer should be authorized converter of any reflective sheeting manufacturer or his sole distributor (Presently there are 3 standard companies namely 3m/ Nikkalite/ Kiwalite) The sign board manufacturer should produce converter certificate on demand insist for it.
 - B) Sign board manufacturer should given warrantee certificate of every job undertaken. The warrantee certificate should be from Reflective sheeting manufacturer or his sole distributor and not from signboard manufacturer. Insist for such warrantee certificate, the warrantee shall be for 7 years for high intensity grade and for 5 year Engineering grade shering.
 - C) The signboard manufacturer should put his lable behind the board stating clearly the year of make and time of the converter.
 - D) In case of ever a slightest doubt avail the facility of testing by retro checker being made available by 3m free of cost.
 - E) अवर सचिव सा.बां. विभा १ मंत्रालय, मुंबई यांचे पत्र जा. सं १-१०/०९/प्र-२२ इमारती-२/दिनां ३०/१०/२००९ मध्ये दिलेल्या सुचनेनुसार इमारत व इतर बांधामावर उपर अर्ध नियम-१९९६ अंतर्गत बांधामाच्या ए. १ मुल्यानुसार १.००% उपर वसूल करायात येईल.

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INSURANCE OF CONTRACT WORKS :-

Contractor shall take out necessary Insurance Policy Policies (viz. Contractors' All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, First floor, Opp. Kalanagar, Bandra (E), Mumbai- 400 051", (Telephone Nos 262360403/ 262360690 and Fax Nos 26592461 / 262360403). Similarly all workmens' 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 on the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

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बांधकामा साहित्याच्या एकूण चाचण्यांपैकी शासकीय प्रयोगशाळेत करावयाच्या चाचण्यांची टक्केवारी व वारंवारिताबाबत

(शासन परिपत्रक क्रमांक-संकीर्ण-२००४/प्रक्र-१०९/रा.म.-२ मंत्रालय, मुंबई दिनांक २२ मार्च २००५)

- अ. कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग यांनी तपासून प्रमाणित केलेली क्षेत्रिय प्रयोगशाळा (साईट लॅबॉरॅटरी) ज्या कामावर आहे. त्या कामावरील परिशिष्ट अ मधील नमुद केलेल्या बांधकाम साहित्याच्या एकूण ७०% चाचण्या क्षेत्रिय प्रयोगशाळेतून व ३०% चाचण्या दक्षता व गुण नियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यात याव्यात. परिशिष्ट अ. मध्ये समाविष्ट नसलेल्या अन्य सर्व बांधकाम साहित्याच्या एकूण ५०% चाचण्या क्षेत्रिय प्रयोगशाळेतून व ५०% चाचण्या दक्षता व गुणनियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यात याव्यात.
- ब. ज्या कामावर क्षेत्रिय प्रयोगशाळा नसेल, त्या कामासाठीच्या बांधकाम साहित्याच्या १००% चाचण्या दक्षता व गुणनियंत्रण मंडळाच्या प्रयोगशाळेतून करण्यात याव्यात.

विशेष अट :- (Special Condition)

बांधकाम साहित्याच्या चाचण्यांची वारंवारिता (फ्रिक्वेंसी) पाळण्याबाबत.

सोबत दिलेल्या परिशिष्टानुसार सर्व साहित्यांच्या चाचण्यांची किमान वारंवारिता (फ्रिक्वेंसी) सोबत जोडलेल्या प्रपत्रात नमुद करण्यात आलेली असून ही वारंवारिता नमुद करतांना खालील प्रमाणे पध्दत अवलंबवावी.

१. MORT & H SPECIFICATIONS चा संदर्भ देण्यात आला आहे. त्या बाबीमधील साहित्यांच्या चाचण्यांसाठी MORT & H SPECIFICATIONS मध्ये नमुद केलेली प्रचलित किमान वारंवारिता देण्यात यावी
२. निविदेतील ज्या बाबींसाठी P.W.D. चा संदर्भ देयात आला आहे. त्या बाबीमधील साहित्यांच्या चाचण्यांसाठी P.W.D. Specification मध्ये नमुद केलेली प्रचलित किमान वारंवारिता देण्यात यावी.
३. ज्या बाबींसाठी / साहित्यांसाठी वरील १ व २ मध्ये नमुद विनिर्देशात वारंवारिता दिलेली नाही. अशा संबंधीत आय.एस.कोड, चा वापर करण्यात यावा व त्या प्रमाणे किमान वारंवारितेचा उल्लेख करण्यात यावा..
४. सर्व चाचण्यांसाठी किमान वारंवारिता वाढविण्यास प्रत्यवाय नाही

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Roads

Testing Frequency

Sr. no.	Item/Material Description	Test	Frequency as per MORTH-2013
1	Earthwork (H.M./S.M/Soil)	1) Gradation	One Test per 400 Cu.m
		2) Atterberg Limit	One Test per 400 Cu.m
		3) Moisture content prior to Compaction	One Test per 400 Cu.m
		4) Density of Compacted layer	One Test per 1000 Sq.m/layer
		5) Proctor Test	Each type of Soil/ Two test per 3000.00 cu.m
		6) CBR	As required / One test per 3000.00 cu.m
2	H.M./S.M	1) Gradation	One Test per 400 Cu.m
		2) Atterberg Limit	One Test per 400 Cu.m
		3) Moisture content prior to Compaction	One Test per 400 Cu.m
		4) Density of Compacted layer	One Test per 1000 Sq.m/layer
		5) Proctor Test	Each type of Soil/ One test per 3000.00 cu.m
		6) CBR	As required / One test per 3000.00 cu.m
3	WBM aggregates	1) Basic test on aggregates	One Test per 1000 Cu.m
		2) Gradation	One Test per 250 Cu.m
		3) Combined Flakiness & elongation	One Test per 500 Cu.m
		4) Atterberg Limit of Sceneing material	One Test per 50 Cu.m
4	WMM/GSB	1) Job Mix	One
		2) Basic test on aggregates	One Test per 1000 Cu.m
		3) Gradation	One Test per 200 Cu.m
		4) Moisture content prior to compaction	
		5) Combined Flakiness & elongation of Single metal	One Test per 500 Cu.m
		5) Atterberg Limit	One Test per 200 Cu.m
5	primer/Tack coat	1) Quality of Binder	1 per Bouzer
		2) Rate of Spread	Three test/day
6	Single/Two coat Surface Dressing	1) Quality of Binder	1 per Bouzer
		2) Basic test on aggregates	One Test per 200 Cu.m/per souce 1 test

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

QUALITY CONTROL — MATERIAL
TESTING CHARGES

		3) Gradation	Two test /Day
		4) Combined Flakiness & elongation of Single metal	One Test per 200 Cu.m/per souce 1 test
7	Open/close graded premix surfacing	1) Quality of Binder	1 per Bouzer
		2) Basic test on aggregates	One Test per 200 Cu.m/per souce 1 test
		3) Gradation	Two test /Day
		4) Combined Flakiness & elongation of Single metal	One Test per 200 Cu.m/per souce 1 test
		5) Binder content	Two test /Day is more
8	B.M/D.B.M/B.C/SDBC	1) Quality of Binder	1 per Bouzer
		2) Basic test on aggregates	One Test per 350 Cu.m of eachr souce
		3) Gradation	One Test per 100 Cu.m
		4) Combined Flakiness & elongation of Single metal	One Test per 350 Cu.m
		5) Binder content	Two Test/Day
		6) Density of Compacted layer	One Test per 700 Sq.m
9	Job mix- ,B.M/D.B.M/B.C, /SDBC close graded carpet	Mix Design	One

Mandatory Testing of Material and Penalty Clause

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

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

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

1. VSI Creushed Sand / Artificially manufactured sand / find aggregates hereinafter referred for as "Crushed Sand" shall be as defined under Cl. 3.1.2 of IS 383-2016
2. The properties of "Crushed Sand" shall confirm to the provisions of IS 383-2016.
3. The "Crushed Sand" shall be free of dust and other Deleterious material.
4. The "Crushed Sand" shall be manufactured using "Automatic Vertical Shaft impactor" type Crusher only.
5. The quantity of Microfines (Particles below 75 microns) in "Crushed Sand" shall not be more than 7%.
6. The contractor shall intimate the Engineer in charge regarding the source of supply of Crushed Sand. The source of supply of "Crushed Sand" shall be got approved by the Executive Engineer (Engineer in charge) prior to the start of work.
7. Each load of crushed sand whenever brought on site shall be tested for "Fineness modulus". Fineness modulus shall be within permissible limits. If it doesn't fall within acceptable limits, it shall be rejected.
8. The test of Compressive strength of concrete / Mortar using "Crushed Sand" shall be carried out in presence of Department's Engineer as given below.
 - a) 100% Cube testing in presence of Junior / Asstt./ Sectional Engineer.
 - b) 25% cube testing in the presence of Sub-Divisional Engineer.
 - c) 5% Cube testing in the presence of Executive Engineer (Engineer in charge)
9. The flakiness index and elongation index tests shall be within permissible limits.
10. The Concrete mix design for each grade of concrete using "Crushed Sand" shall be carried out only in Government Quality Control laboratory and the same Mix Design shall be adopted.
11. As far as possible freshly produced "Crushed Sand" shall be used stored "Crushed Sand" shall not be used.
12. For plastering purpose, if the use of crushed sand is proposed it shall be used within addition of super plasticisers at the rate of 100 ml. / Bag of Cement without extra cost to Government. Separate permission shall be taken for use in plastering from concerned Executive Engineer.
13. The following tests shall be carried out for the use of "Crushed Sand".

Signature of Contractor.

No. of Corrections

**Executive Engineer,
P. W. Division , Jalgaon.**

-
- a) Sieve analysis.
 - b) Specific gravity.
 - c) Water absorption.
 - d) Bulk density.
 - e) Alkali aggregate reaction.
 - f) Soundness
 - g) Deleterious Material.
 - h) Organic impurities.
 - i) Micro Fines content.
 - j) Test for silt and clay.
 - k) Fineness Modulus test.
14. Necessary Bond regarding the use of "Crushed Sand" shall be submitted by the contractor clearly stating that, if any defects are observed during execution and defect liability period, the same shall be rectified at his own risk and cost.
 15. Grading zone II mentioned under Clause 6.3 table 9 of fine aggregates is IS 383:2016 shall only be used for concreting.
 16. Reversible Drum Type / Batch mix plant (Pan type) concrete mixer shall be used for concrete.
 17. Crushed Sand shall not be used for prestressed concrete works

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Bridge -Testing frequency

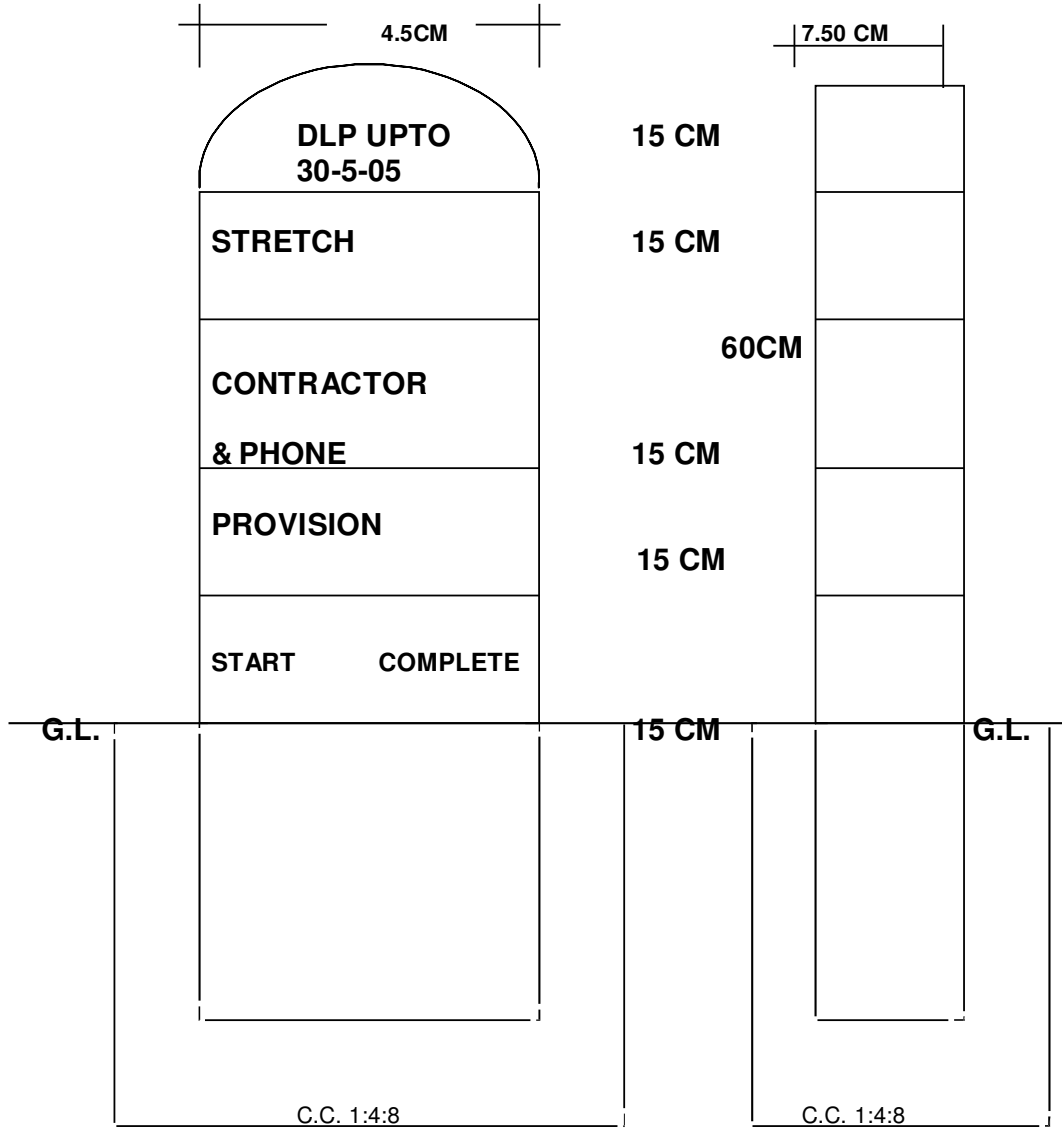
Sr. No.	Item/Material Description	Test	Frequency as per VQC Circular
1	Founding strata	1) Safe Beraing Capacity	One for Foundation & change in Strata
2	Concrete	1) Mix Design	Per Source/one per 500 m ³ of concrete or per change in season
		2) Concrete cube compressive strength	1) set - 0-5 m ³ - 1 set 2) set - 6-15 m ³ - 2 set 3) set - 16-30 m ³ -3 set 3) set - 31-50 m ³ -4 set 4) 51m ³ and above one set for each additional 50 m ³
		3) Admixture Confirming to IS 9103	1 per source per lot.
3	Crushed metal	A) Impact value,Crushing value,Water absorption,specific gravity (Basic tests) B) Gradation C) Combined Flakiness & elongation of Single metal	One test per Source One test per 100 m ³ One test per Source
4	Cement	Finess,Consistancy,Setting Time, Compressive strength, Specific gravity	One Test per 50.0 M.Tfor each 1000 bags
5	Steel reinforcement	Yield Stress,Ulimate tensile stress,Elongation,Wt. per running metre	One for 10 M.T. and one for each diameter used
6	Sand	Finess Modulus,Silt Content	One test per Source
7	Masonry Stone	Crushing value,Water absorption,specific gravity	One test per Source
8	Cement Mortar for	Compressive test	Per Day Two Set
9	Water	PH Value, Sulphate & Chloride Content.	1 per source
10	Structural steel	Weigth/running meter,thickness.	1 per source each section
11	RCC Hume pipe	Load Test	for each Dia of pipe/consignment
12	Bea	Horizontal/Vertical load	One Per Bridge

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

EFFECT LIABILITY PERIOD PLATE (D. L. P. PLATE)



SECTIONAL ELEVATION

SIDE VIEW

दोष निवारण कालावधी (Defect Liability Period) प्लॅटच्या नमुन्याप्रमाण ०.५० सप्ती जाडीचा दगडी फरशीच्या प्लॅट्स कामाच्या सुरुवातीलच्या व शब्दटच्या दोन्ही ठिकाणी रोवाव्यात व त्यावर नमुन्याबरोबर हूकुम मापिती वॉटरप्रूफ ऑईल पेंटनलिण्यात पावी.

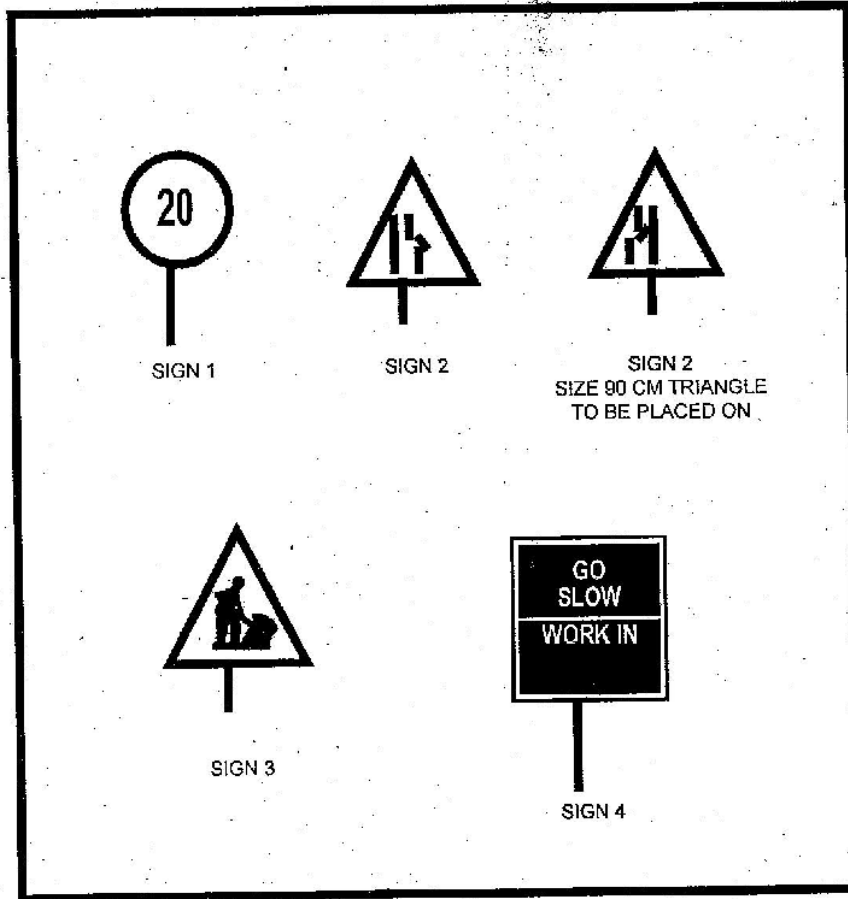
Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Drawing No. 1

DRAWING NO. 1

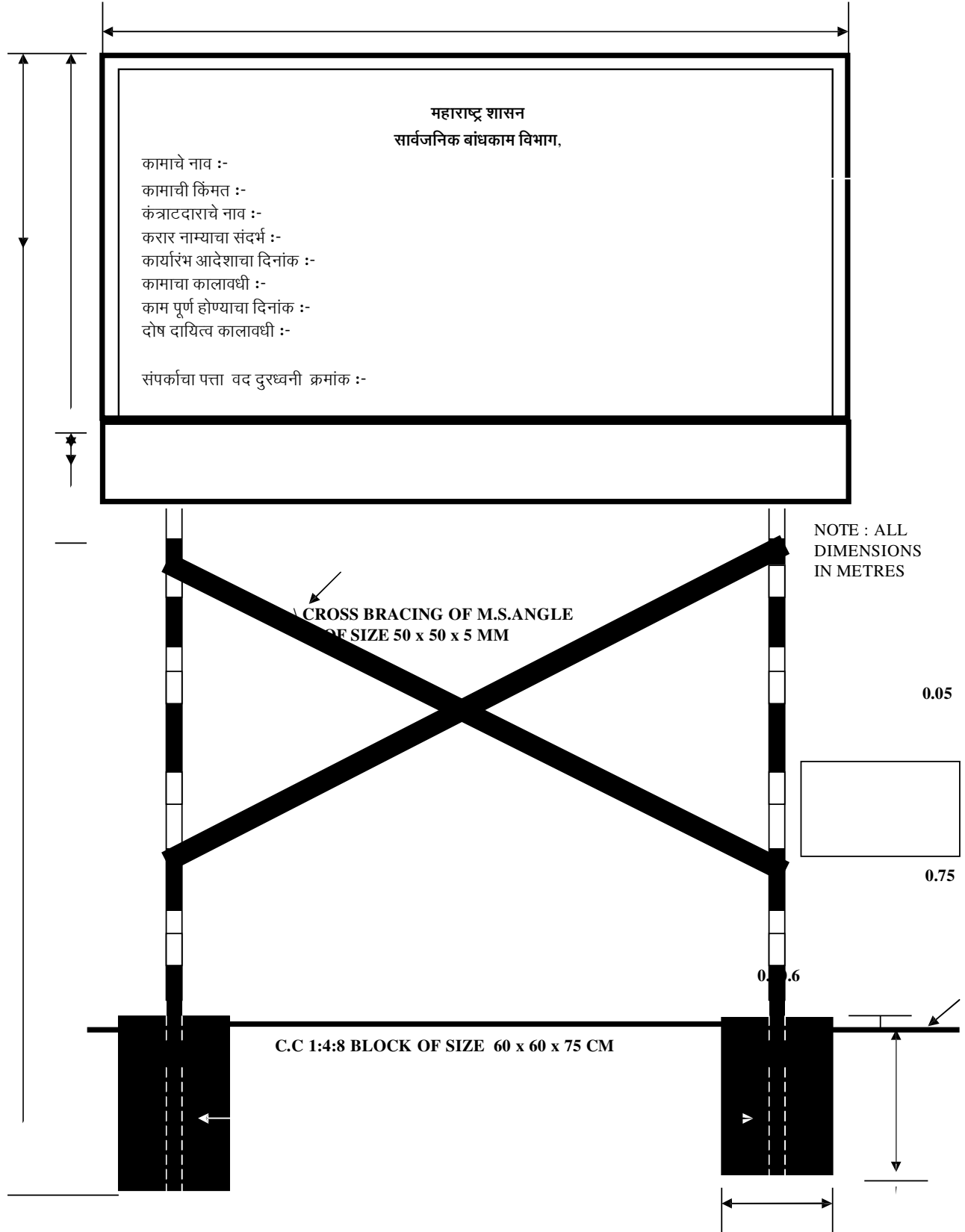


Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Drawing No. 2



Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

NAME OF WORK : Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsole Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon

SCHEDULE " A "

Schedule showing (Approximately) the material to be supplied from the Public Works Disivision, Stores Jalgaon for work to be executed and preliminary and ancillary works & Rates at which they are to be charges for the work.

Sr. No.	Particulars	Qty.	Rates at which the materials will be charges to the contractor		Unit	Place of Delivery
			In figure	In words		

----- NIL -----

CONDITIONS :

- 6 The controlled materials will be supplied according to the next mentioned in Schedule "A". The steel will be supplied in length as available. The department does not take the responsibility of any delay caused in arranging the supply.

Signature of
Contractor

No. of
Corrections

Executive Engineer
Public Works Disivision
Jalgaon

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

NAME OF WORK : Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsoli Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon

SCHEDULE -B
Memorandum showing items of work to be carried out

Item No.	Quantities Estimated but may be more or less	Item of work	Estimated Rate		Unit	Total Amount According to estimated quantities
			In Figures Rs. Ps.	In Words Rs.		
----- As per Separate Sheet attached-----						

Note – Contractor should Quote his rate only “A” Part on Schedule “B”(BOQ)

Signature of Contractor.

No. of Corrections

Executive Engineer,
P. W. Division , Jalgaon.

Name of work :- Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsoli Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon

SCHEDULE - "B"

Quantities	Description of Item	Estimated Rate		Unit	Amount
		In figures	In words		
1	2	3	4	5	6
2808.000	1) Labour charges for removing grass, thorny shrubs, Jungli shrub, Kubabul and alike grass along roadside making the ground clean by showel and phavaras etc. complete.	7.00	Rupees Seven Only	One Square Metre	19,656.00
507.000	2) Excavation for catch / side water gutter in all sorts of soils to the specified section including stacking the excavated stuff in a regular bund and disposing of unsuitable or excess stuff as directed all sorts of soils.	119.00	Rupees One Hundred Nineteen Only	One Cubic Metre	60,333.00
1109.780	3) Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	119.00	Rupees One Hundred Nineteen Only	One Cubic Metre	1,32,063.82
129.020	4) Supplying hard murum/ kankar at the road site, including conveying and stacking complete.	638.32	Rupees Six Hundred ThirtyEight Paise ThirtyTwo Only	One Cubic Metre	82,356.05
240.000	5) Spreading hard murum/ soft murrum/ gravel or kankar for side width complete	79.00	Rupees SeventyNine Only	One Cubic Metre	18,960.00
2400.000	6) Compacting the hard murum side widths including laying in layers on each side with vibratory roller including artificial watering etc. complete.	21.00	Rupees TwentyOne Only	One Square Metre	50,400.00

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

489.600	7) Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader/ Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - I Material	2403.04	Rupees Two Thousand Four Hundred Three Paise Four Only	One Cubic Metre	11,76,528.38
244.800	8) Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting with Vibratory roller. to the required density. By Mechanical Means - Grading I (Using Screening Type A (13.2) mm Aggregate)	2633.30	Rupees Two Thousand Six Hundred ThirtyThree Paise Thirty Only	One Cubic Metre	6,44,631.84
210.000	9) Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting with vibratory roller to the required density. By Mechanical Means - Grading II (Using Screening Type B (11.2 mm) Aggregate)	2589.20	Rupees Two Thousand Five Hundred EightyNine Paise Twenty Only	One Cubic Metre	5,43,732.00
2800.000	10) Providing and constructing 75 mm. thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40 mm. stone metal layers 100% crusher broken metal with conical crusher plant heating and spraying the bitumen of specified grade @ 2 Kg/sqm, spreading 12 mm.size chips compacting with three wheel static roller having weight 8 to 10 MT. to achive the desired degree of compaction as per Technical Specification Clause 506 etc. complete. Including picking of existing WBM surface. (VG-30 bulk bitumen rates are considered to arrive at rates)	336.09	Rupees Three Hundred ThirtySix Paise Nine Only	One Square Metre	9,41,052.00

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

6300.000	11) Providing and constructing 50 mm. thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40mm. stone layers metal 100% crusher broken metal with conical crusher palnt, heating and spraying the bitumen of specified grade @ 1.75 kg / sqm, spreading 12mm.size chips compacting with Static roller having weight 8 to 10 MT. to achive the desired degree of compaction as per Technical Specification Clause 506 etc.complete, including applying tack coat at the rate of 0.30 Kg Sqm.on existing bitumen surface. (VG-30 bulk bitumen rates are considered to arrive at rates)	266.62	Rupees Two Hundred SixtySix Paise SixtyTwo Only	One Square Metre	16,79,706.00
4500.000	12) Providing and applying tack coat on the prepared surface heating by fames in Boiler and spraying bitumen with sprayer on Dry / Hungry B.T. surface 3 kg/10 sqm. (VG-30 bulk bitumen rates are considered to arrive at rates)	22.96	Rupees TwentyTwo Paise NinetySix Only	One Square Metre	1,03,320.00
13300.000	13) Open Graded Premix Surfacing- Providing and Laying OGC 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates premixed with bituminous binder transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired compaction but excluding prime / tack and Seal coat. For Bitumen of specified grade--USING drum mix type hot mix plant with SCADA, Paver and Vibratory roller (Over MPM Surface) (VG-30 bulk bitumen rates are considered to arrive at rates)	210.52	Rupees Two Hundred Ten Paise FiftyTwo Only	One Square Metre	27,99,916.00
13300.000	14) Providing bituminous Type A liquid seal coat on bituminous surface including supplying all materials and bitumen of specified grade preparing existing road surface, heating and applying bitumen @ 0.98 KgSqm. by mechanical means, spreading chips and rolling, by static roller having weight 8 to 10 MT. etc. complete. (VG-30 bulk bitumen rates are considered to arrive at rates)	84.06	Rupees EightyFour Paise Six Only	One Square Metre	11,17,998.00

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

660.000	<p>15) Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate (natural sand/ VSI grade finely washed crushed sand) conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, , cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant/ Weigh batch mixer, transported to site with all leads and lifts, laid with a paver with electronic sensor /by suitable means as approved by Engineer-in-charge , compacting with vibratory roller, finishing, curing and including preparation of sub-grade surface if required etc. complete. with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete.</p>	180 4073.98	Rupees Four Thousand SeventyThree Paise NinetyEight Only	One Cubic Metre	Dy.Exeuctive Engineer 0.00
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Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

1320.000	16) Providing and laying White Topping as per IRC-SP 76-2015 over bituminous surface (Existing bituminous surface preparation to be done if necessary either by milling or levelling course with BM/DLC to correct surface profile and to be paid separately) with unreinforced M-40 grade Pavement Quality Concrete using Ordinary Portland Cement (OPC 43/OPC 53-Grade) at 357kg/cum and 105 kgs of Fly Ash (Replacement of Fly Ash to the extent of 15% and Fine aggregate by 10%) coarse aggregate, fine aggregate and Admixture confirming to IS 9130-1999 (R-2004) polymeric synthetic fibre as per ASTM (1116) such as polyester / polyethylene / polypropylene / Glass fibre at 1.20 kg/cum, mixed in batching and mixing plant or weigh batcher as per approved mix design to achieve minimum flexural strength or modulus of rupture of concrete 4.50 MPa at 28 days limiting maximum water cement ratio to 0.40, transported to site, laid with mechanical paver finisher, spread, vibrated, compacted and finished in a continuous operation to the lines and grades as per drawing, texture finishing of surface, spraying two layers of curing compound, curing with water sprayed on hessian cloth covered over concrete surface, groove cutting grid 1m x 1m to a depth of 1/3 of the Thickness and of width 3-5 mm as per design including cost of all material, side form work, sealing joints labour and HOM of machineries etc. complete as per specifications..	7852.20	Rupees Seven Thousand Eight Hundred FiftyTwo Paise Twenty Only	One Cubic Metre	1,03,64,904.00
440.000	17) Providing and fixing in position TMT FE 500, 25mm dia dowel bars pre-coated with anticorrosive epoxy paint of required Dia. 60 cms. Long and at 30.00 cm. C/C and wherever directed including handling, straightening, necessary cutting supported by TMT FE 500, chairs with proper alignment by using properly designed assembly of Bulkheads lubricating half length with bituminous paint as directed etc. complete.	394.00	Rupees Three Hundred NinetyFour Only	One Number	1,73,360.00

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

4000.000	18) Providing and fixing in position TMT FE 500, tie bars precoated with anticorrosive epoxy paint of 12 mm dia. 70 cms.long and at 30.00 cm. C/C and wherever directed including handling, straightening wrapping with paper of approved quality for half length, necessary cutting, handling, straightening , supported by assembly of TMT FE 500, chairs with proper alignment etc. complete.	306.00	Rupees Three Hundred Six Only	One Number	12,24,000.00
2.770	19) Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc. complete.	1801.95	Rupees One Thousand Eight Hundred One Paise NinetyFive Only	One Cubic Metre	4,991.40
13.180	20) Providing and laying in situ / ready mix cement concrete of M-10 proportion with trap/ granite/ quartzite/ gneiss metal in foundation including necessary form work, compacting and curing etc. complete. (with reversible drum type mixer with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc)	6475.98	Rupees Six Thousand Four Hundred SeventyFive Paise NinetyEight Only	One Cubic Meter	85,353.42
15.940	21) Providing cast in situ / ready mix M20 grade cement concrete for head walls of CD work / retaining walls etc. including necessary form work, compaction, finishing and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with SCADA	10163.29	Rupees Ten Thousand One Hundred SixtyThree Paise TwentyNine Only	One Cubic Meter	1,62,002.84
10.000	22) Providing and laying cement concrete pipe of IS 458:2003 NP-3 class of 1200mm diameter in proper line, level and slope etc. complete.	11794.99	Rupees Eleven Thousand Seven Hundred NinetyFour Paise NinetyNine Only	One Running Metre	1,17,949.90
6.990	23) Providing and laying in situ / ready mix M-20 cement concrete of trap /granite /quartzite /gneiss metal for approach slab / Rigid pavement including compacting, finishing, curing etc. complete. (excluding reinforcement) (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc), cement 6.40 bags/cumt)	7641.29	Rupees Seven Thousand Six Hundred FourtyOne Paise TwentyNine Only	One Cubic Meter	53,412.62

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

16.970	24) Providing selected hard murum filling including laying in layers of 15 to 20cm with watering and compacting etc. complete.	901.95	Rupees Nine Hundred One Paise NinetyFive Only	One Cubic Meter	15,306.09
8.000	25) Providing and fixing _____ metre stones as per I.R.C. standard including fixing in standard size _____ block including curing, painting lettering etc. complete.	1027.00	Rupees One Thousand TwentySeven Only	One Number	8,216.00
2.000	26) Providing and fixing board displaying information, such as 'Name of work, Tender cost, Name of Contractor, Work completion and liability period etc', having rectangular shape of 1.20m x 0.90m size made out 18 gauge (1.25mm) thick mild steel sheet painted with one coat of Zinc chromate stoving primer and two coats of enamel paint on front side and grey stove enamel on back side and border / messages / symbols etc. with approved colour shade paint complete, on M.S.angle of size 35 x 35 x 3 mm frame with properly cross braced M.S. angles of size 35mmx35mmx3mm duly painted including Two M.S. angle iron posts of size 65 mm x 65 mm x 6 mm, 3.65 m long painted with alternate black and white bands of 25 cm width including all fixtures etc.and fixing the boards in 1:4:8 concrete block of size 60 cm x 60 cm x 75 cm including, excavation, refilling, transportation, and labour etc complete. Spec. No. As directed by Engineer in Charge	9963.00	Rupees Nine Thousand Nine Hundred SixtyThree Only	One Number	19,926.00
			Work Portion "A"	Total Rs.	2,42,88,902.16
304.860	27) Royalty Charges for Other Minerals	216.18	Rupees Two Hundred Sixteen Paise Eighteen Only	One Cubic Meter	65,904.63
947.140	28) Royalty Charges for Sand	237.37	Rupees Two Hundred ThirtySeven Paise ThirtySeven Only	One Cubic Meter	2,24,822.62
1.000	29) Providing Quality Control Testing Charges	0.00	0	One Number.	
2.000	a Penetration, Softening Point, Flash & Fire Point, Specific Gravity	3290.00	Rupees Three Thousand Two Hundred Ninety Only	One Number.	6,580.00

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

2.000	b Viscosity.	2005.00	Rupees Two Thousand Five Only	One Number.	4,010.00
2.000	c Ductility / Elastic Recovery	950.00	Rupees Nine Hundred Fifty Only	One Number.	1,900.00
4.000	d Extraction Test.(Bituminous mix)	1675.00	Rupees One Thousand Six Hundred SeventyFive Only	One Number.	6,700.00
2.000	e Water Absorption, Specific Gravity, Impact Value, Crushing Value.	2730.00	Rupees Two Thousand Seven Hundred Thirty Only	One Number.	5,460.00
2.000	f Sieve Analysis.	725.00	Rupees Seven Hundred TwentyFive Only	One Number.	1,450.00
2.000	g Flakiness Index & Elongation Index.	895.00	Rupees Eight Hundred NinetyFive Only	One Number.	1,790.00
2.000	h Stripping Value. (for Bituminous Work)	780.00	Rupees Seven Hundred Eighty Only	One Number.	1,560.00
5.000	i Standard Consistency, Fineness, Specific Gravity, Setting Time (Initial & Final), Compressive Strength, Soundness.	3960.00	Rupees Three Thousand Nine Hundred Sixty Only	One Number.	19,800.00
3.000	j Fineness Modulus (Sieve Analysis), Silt & Clay Content	1450.00	Rupees One Thousand Four Hundred Fifty Only	One Number.	4,350.00
9.000	k Compressive Strength OF C.C. Cube (Set of 3 cubes).	725.00	Rupees Seven Hundred TwentyFive Only	One Number.	6,525.00
1.000	l Concrete Mix Design (With all Tests on basic materials)	14445.00	Rupees Fourteen Thousand Four Hundred FourtyFive Only	One Number.	14,445.00
			Testing + Royalty Charges "B"	Total Rs.	3,65,297.25
			Total Amount Put to Tender "A + B"	Total Rs.	2,46,54,199.41
				Say Rs.	2,46,54,199.00

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

Name of work :- Strengthening and STBT to Jalgaon Mohadi Dhanora Shirsoli Dapore Lamanjan Mhasawad Dahigaon Varsale Road MDR-39 from Km 23/200 to 26/200 (Part Mhasawad to Bornar) km 6/500 to 12/500 (Part Nagziri to Dapora) Tal & Dist Jalgaon

SCHEDULE "C"
STANDARD SPECIFICATION

Item No.	Item of work	Reference to the Standard Specification book Page No.	Additional Specifications if any.
1	2	3	4
1	Labour charges for removing grass, thorny shrubs, Jungli shrub, Kubabul and alike grass along roadside making the ground clean by showel and phavaras etc. complete.	As directed by Engineer in charge.	As directed by Engineer in charge.
2	Excavation for catch / side water gutter in all sorts of soils to the specified section including stacking the excavated stuff in a regular bund and disposing of unsuitable or excess stuff as directed all sorts of soils.	MORTH 309	As directed by Engineer in charge.
3	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	MORTH 301	As directed by Engineer in charge.
4	Supplying hard murum/ kankar at the road site, including conveying and stacking complete.	0.00	As directed by Engineer in charge.
5	Spreading hard murum/ soft murrum/ gravel or kankar for side width complete	0.00	As directed by Engineer in charge.
6	Compacting the hard murum side widths including laying in layers on each side with vibratory roller including artificial watering etc. complete.	0.00	As directed by Engineer in charge.
7	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader/ Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - I Material	MORTH 401	As directed by Engineer in charge.

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

8	Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting with Vibratory roller. to the required density. By Mechanical Means - Grading I (Using Screening Type A (13.2) mm Aggregate)	MORTH 404	As directed by Engineer in charge.
9	Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting with vibratory roller to the required density. By Mechanical Means - Grading II (Using Screening Type B (11.2 mm) Aggregate)	MORTH 404	As directed by Engineer in charge.
10	Providing and constructing 75 mm. thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40 mm. stone metal layers 100% crusher broken metal with conical crusher plant heating and spraying the bitumen of specified grade @ 2 Kg/sqm, spreading 12 mm.size chips compacting with three wheel static roller having weight 8 to 10 MT. to achive the desired degree of compaction as per Technical Specification Clause 506 etc. complete. Including picking of existing WBM surface. (VG-30 bulk bitumen rates are considered to arrive at rates)	IRC-SP-20, 2002 Clause No. 8.7.3	As directed by Engineer in charge.
11	Providing and constructing 50 mm. thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40mm. stone layers metal 100% crusher broken metal with conical crusher palnt, heating and spraying the bitumen of specified grade @ 1.75 kg / sqm, spreading 12mm.size chips compacting with Static roller having weight 8 to 10 MT. to achive the desired degree of compaction as per Technical Specification Clause 506 etc.complete, including applying tack coat at the rate of 0.30 Kg Sqm.on existing bitumen surface. (VG-30 bulk bitumen rates are considered to arrive at rates)	IRC-SP-20, 2002 Clause No. 8.7.3	As directed by Engineer in charge.

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No. of Correction

Executive Engineer
P.W. Division Jalgaon

12	Providing and applying tack coat on the prepared surface heating by fumes in Boiler and spraying bitumen with sprayer on Dry / Hungry B.T. surface 3 kg/10 sqm. (VG-30 bulk bitumen rates are considered to arrive at rates)	MORTH 503	As directed by Engineer in charge.
13	Open Graded Premix Surfacing- Providing and Laying OGC 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates premixed with bituminous binder transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired compaction but excluding prime / tack and Seal coat. For Bitumen of specified grade--USING drum mix type hot mix plant with SCADA, Paver and Vibratory roller (Over MPM Surface) (VG-30 bulk bitumen rates are considered to arrive at rates)	MORTH 510	As directed by Engineer in charge.
14	Providing bituminous Type A liquid seal coat on bituminous surface including supplying all materials and bitumen of specified grade preparing existing road surface, heating and applying bitumen @ 0.98 KgSqm. by mechanical means, spreading chips and rolling, by static roller having weight 8 to 10 MT. etc. complete. (VG-30 bulk bitumen rates are considered to arrive at rates)	MORTH 511	As directed by Engineer in charge.

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Executive Engineer
P.W. Division Jalgaon

15	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate (natural sand/ VSI grade finely washed crushed sand) conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, , cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant/ Weigh batch mixer, transported to site with all leads and lifts, laid with a paver with electronic sensor /by suitable means as approved by Engineer-in-charge , compacting with vibratory roller, finishing, curing and including preparation of sub-grade surface if required etc. complete. with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete.	MORTH 601	As directed by Engineer in charge.
16	Providing and laying White Topping as per IRC-SP 76-2015 over bituminous surface (Existing bituminous surface preparation to be done if necessary either by milling or levelling course with BM/DLC to correct surface profile and to be paid separately) with unreinforced M-40 grade Pavement Quality Concrete using Ordinary Portland Cement (OPC 43/OPC 53-Grade) at 357kg/cum and 105 kgs of Fly Ash (Replacement of Fly Ash to the extent of 15% and Fine aggregate by 10%) coarse aggregate, fine aggregate and Admixture confirming to IS 9130-1999 (R-2004) polymeric synthetic fibre as per ASTM (1116) such as polyester / polyethylene / polypropylene / Glass fibre at 1.20 kg/cum, mixed in batching and mixing plant or weigh batcher as per approved mix design to achieve minimum flexural strength or modulus of rupture of concrete 4.50 MPa at 28 days limiting maximum water cement ratio to 0.40, transported to site, laid with mechanical paver finisher, spread, vibrated, compacted and finished in a continuous operation to the lines and grades as per drawing, texture finishing of surface, spraying two layers of curing compound, curing with water sprayed on hessian cloth covered over concrete surface, groove cutting grid 1m x 1m to a depth of 1/3 of the Thickness and of width 3-5 mm as per design including cost of all material, side form work, sealing joints labour and HOM of machineries etc. complete as per specifications..	As directed by Engineer-in-charge AND IRC:SP 76-2008	As directed by Engineer in charge.

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

17	Providing and fixing in position TMT FE 500, 25mm dia dowel bars pre-coated with anticorrosive epoxy paint of required Dia. 60 cms. Long and at 30.00 cm. C/C and wherever directed including handling, straightening, necessary cutting supported by TMT FE 500, chairs with proper alignment by using properly designed assembly of Bulkheads lubricating half length with bituminous paint as directed etc. complete.	MORTH 602.6.5	As directed by Engineer in charge.
18	Providing and fixing in position TMT FE 500, tie bars pre-coated with anticorrosive epoxy paint of 12 mm dia. 70 cms.long and at 30.00 cm. C/C and wherever directed including handling, straightening wrapping with paper of approved quality for half length, necessary cutting, handling, straightening, supported by assembly of TMT FE 500, chairs with proper alignment etc. complete.	MORTH 602.6.4.2	As directed by Engineer in charge.
19	Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc. complete.	Bd.A. 12 Page One Number 264	As directed by Engineer in charge.
20	Providing and laying in situ / ready mix cement concrete of M-10 proportion with trap/ granite/ quartzite/ gneiss metal in foundation including necessary form work, compacting and curing etc. complete. (with reversible drum type mixer with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc)	CD.-3 Page.No. 160	As directed by Engineer in charge.
21	Providing cast in situ / ready mix M20 grade cement concrete for head walls of CD work / retaining walls etc. including necessary form work, compaction, finishing and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with SCADA	CD 8 Page 163	As directed by Engineer in charge.
22	Providing and laying cement concrete pipe of IS 458:2003 NP-3 class of 1200mm diameter in proper line, level and slope etc. complete.	CD.7 Page.No. 162	As directed by Engineer in charge.
23	Providing and laying in situ / ready mix M-20 cement concrete of trap /granite /quartzite /gneiss metal for approach slab / Rigid pavement including compacting, finishing, curing etc. complete. (excluding reinforcement) (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc), cement 6.40 bags/cumt)	CD.15 Page.No. 168 and B.7. Page No. 38	As directed by Engineer in charge.

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon

24	Providing selected hard murum filling including laying in layers of 15 to 20cm with watering and compacting etc. complete.	CD.14 Page.No. 167	As directed by Engineer in charge.
25	Providing and fixing _____ metre stones as per I.R.C. standard including fixing in standard size _____ block including curing, painting lettering etc. complete.	MORTH 805	As directed by Engineer in charge.
26	Providing and fixing board displaying information, such as 'Name of work, Tender cost, Name of Contractor, Work completion and liability period etc', having rectangular shape of 1.20m x 0.90m size made out 18 gauge (1.25mm) thick mild steel sheet painted with one coat of Zinc chromate stoving primer and two coats of enamel paint on front side and grey stove enamel on back side and border / messages / symbols etc. with approved colour shade paint complete, on M.S. angle of size 35 x 35 x 3 mm frame with properly cross braced M.S. angles of size 35mmx35mmx3mm duly painted including Two M.S. angle iron posts of size 65 mm x 65 mm x 6 mm, 3.65 m long painted with alternate black and white bands of 25 cm width including all fixtures etc. and fixing the boards in 1:4:8 concrete block of size 60 cm x 60 cm x 75 cm including, excavation, refilling, transportation, and labour etc complete. Spec. No. As directed by Engineer in Charge	MORTH 801	As directed by Engineer in charge.
27	Royalty Charges for Other Minerals	0.00	As directed by Engineer in charge.
28	Royalty Charges for Sand	0.00	As directed by Engineer in charge.
29	Providing Quality Control Testing Charges	0.00	As directed by Engineer in charge.

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No. of Correction

Executive Engineer
P.W. Division Jalgaon

BAR CHART

Sr.No.	item	12 months		
1	Excavation Gutter			
2	Strethening OF work			
3	White Topping			
4	Mist Item			

Signature of Contractor

No. of Correction

Executive Engineer
P.W. Division Jalgaon